



## GENERAL TERMS AND CONDITIONS FOR MICROSTRATEGY PARTNERS

June 28, 2024

These General Terms and Conditions for MicroStrategy Partners ("Partner General Terms & Conditions"), together with any applicable Addenda, the mutually executed Enrollment Form and the Program Guide, are the Partner Agreement between you and us ("Partner Agreement"). Capitalized terms not defined herein will have the meaning defined elsewhere in the Partner Agreement. The Partner Agreement also automatically applies to your Affiliates reselling, referring, or supporting our Products and Services. "Affiliates" shall mean any person or entity directly or indirectly Controlling, Controlled by or under common Control with a party to the Partner Agreement, where "Control" means the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity. Notwithstanding anything to the contrary, if you have previously entered into an agreement with us or any of our affiliates that authorizes you to resell or earn referral fees on the sale of Products or Services, such agreement is hereby replaced and superseded by the Partner Agreement.

**1. Your Role as a MicroStrategy Partner.** We recognize you as a non-exclusive, authorized MicroStrategy partner for reselling our Products and Services and providing referrals and other selling support for any of our Products and Services related to certain current or prospective MicroStrategy customers (each, a "Customer") solely in the Territory specified on the Enrollment Form, subject to the terms of the Partner Agreement. We also grant you a non-exclusive, non-transferable right to use Products and Services (including the user documentation or manuals normally distributed or made available in connection with a Product or Service ("Documentation")) for purposes of demonstration, laboratory and business development and proofs of concept as further specified in the Program Guide.

**2. Ordering Processes, Commission Fees and Payment.**

(a) Registered Opportunities with "Resell" Partner Selling Motions. The "Resell" Partner Selling Motion is described in the Program Guide. The transactions under these Registered Opportunities will be directly between the Customer and you. We or an authorized MicroStrategy Distributor (depending on the territory) will provide you a price quotation for the Products and Services for that Registered Opportunity. Upon (i) mutual execution of an order by us (or the authorized MicroStrategy Distributor) and you, and (ii) our receipt of an end user license agreement ("EULA") signed by the Customer, we will invoice you for the Products and Services listed on that order in accordance with the discounts listed in the Program Guide. All amounts payable under such invoice (including applicable taxes) will be due, in full, thirty (30) days from the date of the invoice. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. Any amounts which remain unpaid after the due date will be subject to a late charge equal to one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, from the due date until such amount is paid. Except as otherwise explicitly set forth herein or in an order, all orders placed by you that we (or an authorized MicroStrategy Distributor) accept are firm and not subject to cancellation, return, refund or offset by you, and will be in a format acceptable to us (or an authorized MicroStrategy Distributor). We may designate one or more of our affiliates to exercise our rights and fulfill our obligations, including invoicing you.

(b) Registered Opportunities with "Co-Sell," "Referral," and "Influence Only" Partner Selling Motions. These Partner Selling Motions are each described in the Program Guide. The transactions under these Registered Opportunities will be directly between the Customer and MicroStrategy. Your commission fee will be calculated in accordance with the Program Guide. We will pay you the applicable commission fee for the transaction (or, as applicable, we will credit the commission fee to a Marketing Development Fund) within thirty (30) days after we receive payment of the relevant fees from the Customer.

(c) Following the execution of an order, and a EULA if applicable, we will deliver the Products and Services listed on that order to the Customer.

**3. Certain Obligations and Restrictions.** You will not: (i) access, use, copy, display, distribute, transfer, lease, sell, resell, license, sublicense, or otherwise make available any Product or Service in any manner or for any purpose not authorized by the Partner Agreement, including in a manner contrary to applicable law; (ii) modify, reverse engineer, decompile or create derivative works of any portion of the Products or Services, except as provided in the Documentation or except to the extent permitted by applicable law; (iii) interfere with or disrupt the integrity or

performance of any Product or Service or attempt to gain unauthorized access to a Product or Service or any related systems or networks; (iv) use the Products or Services to develop or train any product or service that is competitive with our business or offerings; (v) make available to any third-party any analysis of the operation or benchmarking of the Products or Services without our prior written consent; (vi) use any Product or Service to provide time-sharing services, software-as-a-service offering, service bureau services or similar services or (vii) use the Products or Services to store or transmit material in violation of third-party privacy rights or that is infringing or otherwise unlawful or tortious or that constitutes a virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other similar software or program. You will delete any demonstration copies of Products installed on servers or workstations under a Customer's control upon completion of a demonstration at a Customer's location.

**4. Territory and Location of Customers.** Your right to resell our Products and Services and provide referrals and other selling support for our Products and Services is limited to the Territory specified on the Enrollment Form. "Territory" means one or more of the following, as indicated by you on the Enrollment Form:

**Tier 1 Countries (Low Risk):** United States, United Kingdom, European Union (EU), European Economic Area (EEA), Australia, Bahamas, Barbados, Bhutan, Canada, Chile, Hong Kong, Israel, Japan, New Zealand, Singapore, South Korea, Switzerland, Taiwan, United Arab Emirates, Uruguay. EU/EEA countries include the following: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czechia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.

**Tier 2 Countries (High Risk):** Countries other than Restricted Countries and Tier 1 Countries.

"Restricted Countries" means, collectively, and each individually a "Restricted Country", all countries that are or become subject to comprehensive sanctions by the United States or another applicable country or prohibited from receiving Products or Services under applicable export controls (including, but not limited to, Belarus, Cuba, Iran, North Korea, Russia, Sudan, Syria, Venezuela, and the Crimea, Luhansk People's Republic ("LNR"), and Donetsk People's Republic ("DNR") regions of Ukraine).

We may conduct anti-bribery/anti-corruption screening of you and/or your Customers, as we deem necessary at our sole discretion, based on the Territory you specify on the Enrollment Form. Additionally, if you or any of your employees, agents, or contractors anticipate transferring (including selling, reselling, sublicensing, or otherwise distributing) or allowing any Product or Service to be so transferred to a Customer in any of the following territories, then you must notify us in writing reasonably in advance so that MicroStrategy may conduct additional screening of such Customers and/or you prior to such transfer as we deem necessary at our sole discretion:

- a. the following territories in the **Middle East**: Bahrain, Egypt, Iraq, Jordan, Kuwait, Lebanon, Oman, Palestine, Qatar, Saudi Arabia, Turkey, and Yemen;
- b. the following territories in **Eastern Europe**: the Western Balkans (Serbia, Bosnia and Herzegovina, Montenegro, Kosovo, Macedonia, Albania), and Ukraine;
- c. the following territories in **Africa**: Angola, Burundi, Central African Republic, Democratic Republic of the Congo, Kenya, Libya, Nigeria, Somalia, South Sudan, Tunisia, Zimbabwe;
- d. the following territories in **Latin America**: Bolivia, Brazil, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Panama, Paraguay, Peru;
- e. the following territories in **APAC**: Cambodia, Indonesia, Pakistan, Philippines, Sri Lanka, Thailand; and
- f. the following **additional territories**: Belize, British Virgin Islands, Cayman Islands, Isle of Man, Nevis.

We reserve the right to conduct additional screening and/or reject any opportunities you register outside the Territory.

**5. Technical Support Services.** "Technical Support Services" means the technical support and maintenance services provided by us when such services are purchased according to our then-current Technical Support Services Policy & Procedures made available at <https://www.microstrategy.com/legal/terms>, as modified from time to time by us. For Products licensed for purposes of demonstration, laboratory and business development and proofs of concept for Registered Opportunities, we will provide standard Technical Support Services to you at no charge. Each price quotation and each order for Registered Opportunities with "Resell" Partner Selling Motions which include Products licensed for a perpetual term will state the price of standard Technical Support Services for a period of twelve (12) months

commencing on the date of delivery of those Products. Each Customer who licensed Products on a perpetual basis will purchase Technical Support Services for periods after the initial annual subscription term either directly from us or from you or another partner.

**6. Professional Services.** If you purchase Professional Services for the benefit of a Customer, including for any service project delivered to a Customer on Products or Services that meets the criteria set forth in Appendix B of the Program Guide, you shall purchase such Professional Services directly from us for resale and/or delivery to a Customer by entering into each of (i) an order with us and (ii) an order with such Customer for such Services. For clarity, we will not enter into, and you have no obligation to obtain, a EULA signed by the Customer for such Services. Unless otherwise specified in an order between you and us, we will deliver the Professional Services upon the Customer's request on a time and materials basis, at the hourly rates applicable to each resource, during the twelve (12) month period beginning on the effective date of the order. The number of hours that we actually deliver may vary from the estimated number of hours listed on the order; provided that, we will not exceed such hour estimate without your prior written approval, including via email. We do not guarantee completion of deliverables within any specific number of hours. We will invoice you periodically for hours delivered and expenses we incur while providing the Professional Services. You will reimburse us for all reasonable expenses we incur when delivering the Professional Services. We grant you the right to sublicense the work product we develop as part of such a Professional Services engagement to the Customer solely to support the Customer's use of our Products or Services.

Following the execution of an order for Services described in Appendix B, we will assign you a Professional Services Project Team contact for such project. Prior to commencing services on such a project, Partner personnel assigned to the project must complete the required training and certification as described in the Program Guide.

**7. Intellectual Property Ownership, Courseware for Instructor-Led Public Training Classes and Subcontractors.** We, our affiliates and our licensors will own all right, title and interest in and to the Products and Services. Except for the limited rights set forth in the Partner Agreement, no right, title or interest in or to any Products or Services is granted to you. You may not remove or obscure any intellectual property or proprietary rights notices or legends contained in or affixed to any output of the Products or Services.

For each instructor-led training class (whether virtual or in-person) we deliver to you, we will make electronic versions of the course content files for the class ("Courseware") available to you, and you may reproduce and distribute one paper copy of the Courseware to each of your employees or contractors who attends the class. Your use of the Courseware is limited to use only by those individuals who attend the class, solely for their own training purposes. All education course materials (including Courseware) are copyrighted by us and are our Confidential Information. Education and training Services are provided and delivered either directly by us or through our subcontractors. Notwithstanding anything to the contrary in any written agreement between you and us, if any, you consent to our use of subcontractors to provide education and training Services.

**8. Training and Certification Program.** We will provide you with access to the Partner Education Center as described in the Program Guide. If you do not satisfy the training and certification requirements specified in the Program Guide within ninety (90) days of the Effective Date, we may reject any or all of your Registered Opportunities, prohibit you from performing implementation services on any Customer projects, deem you ineligible for commission, and/or terminate the Partner Agreement due to your breach of a material provision of the Partner Agreement.

**9. Term and Termination.** The Partner Agreement shall commence on the Effective Date and shall remain in effect for one (1) year, and will automatically renew for successive one (1) year terms unless it is earlier terminated as provided herein. The Partner Agreement, orders, and licenses granted pursuant to the Partner Agreement may only be terminated according to the terms of the Partner Agreement. Either party may terminate the Partner Agreement (a) by giving the other party sixty (60) days' prior written notice; (b) immediately, upon written notice, in the event the other party files for bankruptcy or reorganization under bankruptcy laws or assignment for the benefit of creditors; and (c) upon written notice identifying the cause if the other party has breached a material provision of the Partner Agreement and fails to cure such breach within thirty (30) days following the date of such notice of breach. For clarity, failure to satisfy the requirements set forth in the Program Guide constitutes a breach of a material provision of the Partner Agreement. Upon termination of the Partner Agreement, all licenses and rights granted to you will terminate and all fees that you are obligated to pay as of the date of termination will be immediately due and payable. When a license terminates, you will immediately cease using the related Product or Service. For clarity, such termination means

that, except as otherwise provided herein, your rights granted hereunder for all licenses will automatically terminate, but Customers' rights pursuant to their EULAs (if any) shall not terminate.

**10. Limited Warranties and Remedies.** During the applicable order term, we warrant that any Professional Services, Technical Support Services, or education Services provided by us will be performed (i) in a competent and workmanlike manner in accordance with accepted industry standards and practices, and (ii) in accordance with all material requirements set forth in the applicable statement of work. Your exclusive remedy and our entire liability for any breach of the foregoing warranty will be that we will use commercially reasonable efforts to re-perform such Services in conformance with the foregoing warranty requirements.

Each party warrants that any individual who signs the Partner Agreement and any order governed by the Partner Agreement on behalf of such party has validly entered into such agreement and has the legal power to do so and, in connection with its performance of such agreement, shall comply with all laws applicable to it.

You shall comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations (EAR) and the economic sanctions programs implemented by the Office of Foreign Assets Control ("OFAC"). You acknowledge that the direct or indirect transfer of any Product or Service contrary to United States law or any other applicable law is prohibited. You warrant that (i) you are not a Restricted Party or located in a Restricted Country; (ii) you are not controlled by or acting on behalf of any Restricted Party or anyone headquartered or located in a Restricted Country; and (iii) neither you nor any of your employees, agents or contractors will transfer (including sell, resell, sublicense, or otherwise distribute) or allow any Product or Service to be so transferred to a Restricted Party or Restricted Country. You shall not sell, export, re-export, transfer, divert, or make available any Products or Service to any Customer or for any end use specified in 15 C.F.R. Part 744 of the EAR, including but not limited to the design, production, or use of nuclear, missile, or chemical and biological weapons activities or systems. "Restricted Party" means any person or entity that is (i) listed on any of the lists of persons or entities maintained by the United States government or any other applicable government that prohibit such persons or entities from receiving exports or services; (ii) owned 50% or more by one or more parties on an OFAC list; or (iii) a national or resident of, or an entity or governmental authority in a Restricted Country.

NO OTHER WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE TO YOU WITH RESPECT TO ANY PRODUCT OR SERVICE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NON- INFRINGEMENT.

**11. Limitation of Liability.** THE CUMULATIVE AGGREGATE LIABILITY OF US AND ALL OF OUR AFFILIATES AND LICENSORS TO YOU AND ALL OF YOUR AFFILIATES RELATED TO THE PARTNER AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY US IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU. IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WE OR ANY OF OUR AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON.

**12. Audit.** You will keep accurate and complete records relating to your activities under the Partner Agreement, including records related to your installation and use of the Products and Services and other information necessary to demonstrate your compliance with the Partner Agreement, *e.g.*, any deployment information generated by the Products ("Records"). Within ten (10) days following our written request, you will certify to us in a writing signed by an officer of your company that your installation and use of the Products and Services comply with the terms of the Partner Agreement and will provide us any Records we specify in such request. In addition, within ten (10) days following our written request, we may, at our sole discretion, audit your Records and your installation and use of the Products and Services (i) at your applicable facility during normal business hours and subject to your reasonable facility security requirements and/or (ii) by remote or electronic means. You may redact resale pricing information in the Records.

**13. Data Protection.** You will not transfer to us or provide us any access to any data or information that is considered "Personal Data," "Protected Health Information," "Personally Identifiable Information" or similar terms under applicable law ("Protected Data") in connection with the Partner Agreement, except for Protected Data related to your contact persons and/or basic contact data related to your prospects or referral opportunities for which you have a basis to share such Protected Data with us. Your participation as a partner will serve as an opt-in to receive email communications

from us, including operational and marketing communications. You will be presumed to have provided the appropriate notices and have obtained appropriate consents, if required, under Applicable Data Protection Law from any employees or other individuals who participate in the Partner Program for or on your behalf. Such individuals may opt-out from receiving our marketing materials using the opt-out mechanism provided in our communications. We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements.

**14. Confidentiality.** Under the Partner Agreement, Confidential Information may be accessed or disclosed between the parties and to Customers. Accordingly, each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care), and further agrees to: (i) not use any Confidential Information of the other party (the “Disclosing Party”) for any purpose outside the scope of the Partner Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with the Partner Agreement and who are bound by obligations of confidentiality to the Receiving Party not materially less protective of the Confidential Information than those herein. Each party (as “Receiving Party”) may receive Confidential Information of the other party in the course of the Partner Agreement. “Confidential Information” means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. All Products, Services and the terms and conditions of the Partner Agreement will be deemed our Confidential Information without any marking or further designation. Confidential Information shall not, however, include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party.

Each party agrees to hold the other party’s Confidential Information in confidence during the term of the Partner Agreement and for a period of five (5) years after the termination of the Partner Agreement (except that with respect to Confidential Information that qualifies as a trade secret under applicable law, the confidentiality obligations shall be perpetual).

If a Receiving Party is required by law, regulation or court order to disclose Confidential Information of the Disclosing Party, then the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with advance written notice and cooperate in any effort of the Disclosing Party to obtain confidential treatment of the Confidential Information including the opportunity to seek appropriate administrative or judicial relief.

The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

Upon written request of the Disclosing Party, except for electronic copies made in the course of normal network backups or as otherwise set forth in the Partner Agreement, the Receiving Party will promptly return to the Disclosing Party or destroy (and provide written certification of such destruction) all materials containing or reflecting any of the Disclosing Party’s Confidential Information. If either party disclosed our Confidential Information to a Customer as part of, or in anticipation of, an actual or potential transaction pursuant to the Partner Agreement, you will obligate that Customer to promptly destroy or return, at our sole discretion, all such Confidential Information in the Customer’s possession or control.

If our Confidential Information may be disclosed to a Customer as part of, or in anticipation of, an actual or potential transaction with that Customer pursuant to the Partner Agreement, (a) the order between you and such Customer will obligate that Customer to protect our Confidential Information to at least the same extent as required of you under the Partner Agreement, and (b) you acknowledge and agree that you will be responsible for any breaches by that Customer of such confidentiality obligations relating to our Confidential Information.



- 15. Non-Solicitation.** Except for hiring an employee (or agent) of the other party to fill a job opening that was publicly announced and to which the applicable employee (or agent) responded, during the term of the Partner Agreement and for one (1) year following termination of the Partner Agreement, neither party will hire or directly or indirectly solicit any employee (or agent) of the other party who has provided services or performed obligations under the Partner Agreement in the previous twelve (12) months.
- 16. Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under the Partner Agreement (except for a failure to pay fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, actions of third-parties beyond either party's control, network intrusions or denial of service attacks, systemic electrical, telecommunications, or other computer, Internet, Internet service provider, hosting facility, hardware, software, power systems or utility failures beyond such party's control, earthquake, storms or other elements of nature, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.
- 17. Notices.** All notices will be in writing and will be deemed to have been given when (a) personally delivered; or (b) sent by electronic mail; or (c) sent by a commercial overnight courier. You will provide notices to: MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: [cwrequests@microstrategy.com](mailto:cwrequests@microstrategy.com).
- 18. Assignment.** The Partner Agreement may not be assigned or otherwise transferred in whole or in part by you, including by operation of law, without our prior written approval.
- 19. FCPA and Related Matters.** You and your subcontractors will comply with all applicable anti-mafia, anti-bribery and anti-corruption statutes, rules or regulations of any national, federal, state or local jurisdiction, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the U.K. Bribery Act of 2010 (in force on July 1, 2011) ("Anti- Bribery Laws"). You warrant and represent that you are not a government owned or controlled entity and that none of your directors or officers (or any individuals holding functionally equivalent positions) are a Government Official (as defined in applicable Anti-Bribery Laws). Upon sixty (60) days prior written notice, we will have the right to require that your employees participate in complimentary training provided by us (including periodic refresher training) regarding compliance with all Anti- Bribery Laws. You will, at your own expense, cooperate with any investigation conducted by us in connection with your compliance with this paragraph; such cooperation will include participating in interviews conducted by us and/or our designees and providing any information requested by us and/or our designees. You will ensure the compliance of your employees, directors, officers, subcontractors and business associates with the terms and conditions of this paragraph, and will promptly notify us, in writing, of any known or suspected breach of any provisions of this paragraph by you, your employees, directors, officers, subcontractors or business associates. We may, on reasonable advance written notice, examine your corporate books and records that relate to your interactions with Government Officials (as defined in applicable Anti- Bribery Laws) in connection with transactions and other activities relating to the sale, distribution or provision of Products or Services. Notwithstanding anything to the contrary in the Partner Agreement, we will have the right, in our reasonable judgment, to determine whether you have breached the terms and conditions of this paragraph and may immediately terminate the Partner Agreement by providing you written notice of any such breach.
- 20. Addenda.** Reselling our Products and Services and providing referrals and other selling support for any of our Products and Services in certain countries may be subject to country-specific Addenda, made available at <https://www.microstrategy.com/en/legal/contract-hub>, as may be modified from time to time by us. Such Addenda provide additional terms and conditions that apply to such resales, referrals and support. Each party shall comply with all applicable Addenda.
- 21. Name and Logo.** Each party has the right to issue a mutually-agreed press release that includes a quotation from one of the other party's senior executives. In addition to the rights granted in the Program Guide, each party grants the other the right to use its name and logo in public communications, on websites, in presentations, in marketing collateral and at marketing events.
- 22. Governing Law and Venue.** The Partner Agreement and the parties' relationship under it will be interpreted under and governed by the laws of the Commonwealth of Virginia and controlling United States federal law, without regard to conflicts of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or in connection with the Partner Agreement, the parties' relationship under it or the Products or Services will be subject to the exclusive jurisdiction of the state and federal

courts with jurisdiction over Fairfax County, Virginia. Both parties hereby irrevocably consent to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding. In any dispute arising under the Partner Agreement, the prevailing party will be entitled to recover its cost of enforcing its claim, including reasonable attorney fees.

**23. Entire Agreement & Order of Precedence.** Notwithstanding anything to the contrary, the Partner Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an order (excluding conflicting or additional provisions of a Customer proposal, partner proposal, purchase order or other documents, which shall be null and void) will take precedence over provisions of the Partner Agreement and over any other addenda or attachment, but solely with respect to that order. The Partner Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those contained in the Partner Agreement.

**24. Cumulative Remedies.** Except as otherwise provided in the Partner Agreement, none of the rights, powers or remedies conferred upon any party under the Partner Agreement will be mutually exclusive. Each such right, power or remedy will be cumulative and in addition to every other right, power or remedy available to such party, whether available at law, in equity or otherwise.

**25. Relationship of the Parties.** The parties are independent contractors. The Partner Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Unless stated in the Partner Agreement, nothing in the Partner Agreement confers or is intended to confer any rights to any person not a party to the Partner Agreement. There are no intended third-party beneficiaries of the Partner Agreement.

**26. Miscellaneous.** We are a federal contractor. As a result, but only if applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. In addition, but also only if applicable, you will abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities. The Partner Agreement is entered into without reliance on any promise or representation other than those contained in the Partner Agreement. The parties may execute the Partner Agreement and any documents hereunder in counterparts, each of which will be deemed an original and considered one and the same agreement. The parties will be bound by signatures made by hand or electronic means. Section headings are inserted for convenience only and shall not affect interpretation of the Partner Agreement. If any provision of the Partner Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Partner Agreement will remain in effect. A waiver of any right under the Partner Agreement is only effective if it is in writing and only against the party who signed such writing. Any amendment, variation or modification of the Partner Agreement must be in writing and signed by both parties. Any provision of the Partner Agreement that would reasonably be expected to survive will survive the termination of the Partner Agreement.

**27. MicroStrategy World Event.** If you purchase a MicroStrategy World pass via an order, that pass is non-refundable and is only valid for the next MicroStrategy World event occurring following the execution of the order; has no residual value if not redeemed for such next MicroStrategy World event; and may not be used to attend any other MicroStrategy.