

MICROSTRATEGY TECHNOLOGY PARTNER AGREEMENT

We are pleased to invite you to participate in the MicroStrategy Technology Partner Program. The goal of this program is to allow us to partner with select companies that we believe can effectively collaborate with us to promote MicroStrategy and our innovative analytics, mobile and security offerings in a rapidly growing global marketplace. We look forward to working with you.

Authorized Technology Partner. By entering into this agreement, you will become an authorized MicroStrategy technology partner with the opportunity to engage with us in mutually-agreed joint technology and marketing activities designed to promote our products and services and your products and services. We will make licenses to our software available to you for demonstration, laboratory and business development purposes, and will provide standard technical support to you for those products at no charge. As applicable, you will make licenses to your generally-available software available to us for the same purposes and will provide standard technical support for those products to us at no charge. Use of the MicroStrategy products is governed by the current Software Clickwrap License Agreement (“Clickwrap”) viewable at www.microstrategy.com/en/legal/contract-hub that you accept when you download the software. For clarity, the Clickwrap terms are in addition to, and not in lieu of, the terms set forth in this agreement. In the event of a conflict between the terms of this agreement and those of the Clickwrap, the terms of this agreement prevail.

Term and Termination. Either party may terminate this agreement at any time by providing written notice to the other party.

Services. During the term of this agreement, we may provide you with twelve-month partner education passes (“Partner Education Passes”), at no cost to you, for the purposes described in and subject to the Partner Education Program Terms set forth in [Attachment 1](#). Each Partner Education Pass will commence on the date of delivery of such pass and will not automatically renew. You may request consulting services or additional education offerings from us by submitting an order. You will be billed at our standard rates less a 10% discount.

Marketing. We have the right to issue a mutually-agreed press release that includes a quotation from one of your senior executives. You may also issue a press release with our prior review and approval. 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.

Other Provisions. Each party, its affiliates and its licensors will own all right, title and interest in and to its products. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, “Trademarks”). To the extent a party grants any rights or licenses to its Trademarks to the other party, the other party’s use of such Trademarks will be subject to the reasonable trademark guidelines provided in writing by the party that owns the Trademarks. Neither party will (a) copy, display, distribute, or otherwise use the other party’s products in any manner or for any purpose not expressly authorized by this agreement; or (b) create derivative works of or otherwise modify the other party’s products; or (c) reverse engineer, decompile or disassemble the other party’s products or the metadata created by the other party’s products; or (d) disclose results of any benchmarking tests without the other party’s prior consent; or (e) use the other party’s products in a manner that violates an individual’s privacy right set forth by statute, rule, regulation or case law. Each party will treat the other party’s confidential information with the same care as it treats its own confidential information and, upon expiration of this agreement, will return to the other party any of that party’s confidential information under its control. Each party will comply with all applicable statutes, laws, rules and regulations in the exercise of its rights and the performance of its obligations under this agreement. Except for damages arising from a party’s breach of the other’s intellectual property rights, applicable law or its confidentiality obligations, neither party will be liable to the other for any damages under this agreement. This agreement, including all referenced links and attachments, comprises the entire agreement between you and us and supersedes all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral.

This agreement is effective on the date of the last signature below (“Effective Date”) and is the complete agreement between you and us; it may only be modified by another document signed by you and us.

[signature page follows]



ACCEPTED AND AGREED TO BY:

MicroStrategy Services Corporation and MicroStrategy Limited, on behalf of themselves and their affiliates (We/Us)

Technology Partner: _____ (You)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1

(Partner Education Program Terms)

1. **Partner Education Passes.** Each Partner Education Pass we provide you to train your personnel will provide you with flexible access to our training materials, courses and other education offerings and provides a single employee or contractor of yours who is authorized by us (“Education Pass User”) global access to instructor-led public training classes (virtual or in-person) and self-paced training courses, and includes all applicable certification exam fees.

There are two types of Partner Education Passes: a “Partner Education Pass - Architect,” that provides the Education Pass User with unlimited access to all live or on-demand courses and annual certifications specific to Architects and the establishment of an Intelligence Center, and access to our “Expert.Now” offering, as further described below; and a “Partner Education Pass - Analyst,” that provides the Education Pass User with access to all live or on demand courses and annual certifications specific to Analysts. Each Education Pass User who holds a Partner Education Pass – Architect (“Partner Architect Pass User”) will receive access to “Expert.Now,” a MicroStrategy education offering that enables the user to request access to and join video chat rooms with MicroStrategy analysts and architects (“Experts”) during normal business hours to request tailored guidance and instruction on the features and functionality of MicroStrategy products. We will provide access to Expert.Now through the MicroStrategy Community site and any other interface that we make available to you. The Expert.Now offering is subject to the availability of an Expert with expertise in the subject area for which guidance is requested; if an Expert is not available immediately upon request, the Partner Architect Pass User may schedule a video chat session with an Expert during the next window of availability at his/her convenience. For clarity, Expert.Now is an education offering and is not part of Technical Support Services. In connection with your use of the Expert.Now offering, you will not transfer to us or provide us any access to (1) Protected Data (except for Protected Data related to your contact persons); or (2) material in violation of third-party privacy rights; or (3) libelous, or otherwise unlawful or tortious material; or (4) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; or (5) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.

No more than once during a Partner Education Pass subscription term and subject to our approval, you may reassign a Partner Education Pass subscription to a new Education Pass User for the remainder of the subscription term if the current Education Pass User has not used the Partner Education Pass to attend any public instructor-led courses or access any self-paced training courses or if the current Education Pass User has terminated employment with you.

2. **Expert.Now.** In addition to the Partner Education Passes, each of your employees with a corporate email address may register for and receive an Architect Education Pass (as defined and subject to the terms at terms.microstrategy.com) for a trial period of thirty (30) days, commencing on the date of registration (“Trial Period”). During the Trial Period, such individual will have access to all of the benefits of including access to Expert.Now), except that, during the Trial Period, such individual will not be able to obtain any certification for Architects and will not have access to certification exams. Following the expiration of the Trial Period, such individual’s rights to access the benefits of an Architect Education Pass will terminate, and may only be extended through your purchase of an Architect Education Pass.

3. **Courseware for Instructor-Led Public Training Classes and Subcontractors.** 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.

4. **Limited Warranties and Remedies.** IN NO EVENT WILL WE, OR ANY OF OUR AFFILIATES OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES FOR DAMAGES OF ANY TYPE FOR THE SERVICES WE OR ANY OF OUR AFFILIATES OR SUBCONTRACTORS PROVIDE TO YOU OR ANY OF YOUR AFFILIATES UNDER THIS ATTACHMENT 1. THE SERVICES PROVIDED BY US OR ANY OF OUR AFFILIATES OR SUBCONTRACTORS UNDER THIS ATTACHMENT 1 ARE PROVIDED “AS IS”. NO WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO SUCH SERVICES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY AND NON-INFRINGEMENT.