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Date Last Updated: November 2026

Strategy Super Intelligence Software Agreement

This Software Agreement ("**SA**") applies to any Order Form for Strategy Super Intelligence Software ("**SSIS"**) that references this SA, entered into between the Strategy contracting party ("**we**," "**us**," "**our**") and the entity or person ordering SSIS ("**Customer**" or "**you**," "**your**"), and specifies the terms and conditions under which we will provide SSIS to you and your Affiliates. Unless otherwise specified, capitalized terms will have the meanings set forth in Section 10 (Definitions) of this SA.

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1. ACCESS AND USE OF SSIS

a. **SSIS Offerings.** Each Order Form will identify the SSIS offerings ordered by you which may include (i) the Strategy Intelligence Platform ("**SIP**"), our proprietary AI-native platform for governed AI app and agent development, made available to you and your Authorized Agents for an annual platform access fee; (ii) customer-specific applications that we build and deliver for a fixed fee, in accordance with a statement of work including, without limitation, the applicable Application Specification (each an "**Application**"); (iii) related Application Operations and (iv) cloud and Artificial Intelligence ("**AI**") allowance fees for applicable infrastructure hosting and AI usage.

b. **Access to SIP.** Subject to the terms of the Agreement and Documentation, commencing the later of the effective date of the Order Form or, where applicable, Go-Live of an Application, we permit your Authorized Agents to access and use SIP during the applicable SIP Term.

c. **SIP Cloud and AI Usage Allowances.** The Order Form and Service Guide may provide specific cloud and AI allowances associated with your use of SIP.

d. **Deployment Environment.** If a specific cloud environment is specified in the Order Form or Documentation, SIP and any Application may only be accessed and used in such environment. Unless otherwise specified in an Order Form, you may access and use SIP and each Application in one production environment and one non-production environment.

e. **Affiliates.** Your Affiliates may purchase SSIS from us by executing an Order Form which is governed by the terms of the Agreement. This will establish a new and separate agreement between your Affiliate and the Strategy entity signing such Order Form.

f. **Restrictions on Access and Use.** You and your applicable Affiliates agree to not: (i) access, use, copy, display, distribute, transfer, lease, sell, resell, license, sublicense, or otherwise make available SIP, Background Technology or any Application in any manner or for any purpose not authorized by the Agreement, including in a manner that exceeds your authorized access and use rights or that is intended to avoid incurring fees or exceed usage limits or quotas, or in a manner contrary to applicable law; (ii) modify, reverse engineer, decompile or create derivative works of any portion of SIP, Background Technology or any Application, except (a) as expressly permitted under Section 3(c), or (b) as provided in the Documentation; (iii) interfere with or disrupt the integrity or performance of, or attempt to gain unauthorized access to, SIP or its related systems or networks; (iv) use SIP, Background Technology or any Application 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 SIP without our prior written consent; (vi) use SIP to provide time-sharing services, software-as-a-service offering, service bureau services or similar services or (vii) store or transmit, including to us, material in violation of third-party privacy rights or that is infringing or otherwise unlawful or tortious or that constitutes Malicious Code. Notwithstanding anything to the contrary in the Agreement, with respect to the restrictions in this section that apply to each Application, such restrictions apply solely before ownership of any such Application is assigned to you under Section 3(c).

g. **Customer Responsibility.** You are responsible for compliance with the Agreement by your representatives, Authorized Agents, and applicable Affiliates permitted hereunder that use or access SIP under your account and for the proper operation and security of the related systems, credentials and access under your control. During the SIP Term, you will protect access credentials under your control and promptly notify us of suspected unauthorized access to such systems or information or to systems or information made available to us in connection with our performance under the Agreement. You will timely provide the inputs, access and approvals designated as your responsibilities in the Application Specification and will ensure that you have all rights, permissions and authorizations necessary to provide or make available to us any information, materials, data, systems or third-party services that you direct us to use in performing the Agreement. We may decline or suspend the affected activity, if we reasonably believe that performing it as instructed would violate applicable law, third-party rights or contractual restrictions, or create a material security risk. Where practicable, we will notify you of the issue and resume the affected activity once it is resolved. If resolution requires a change to the agreed scope, the parties will address that change through the applicable change process specified in the Order Form or related Application Specification.

h. **Provision of Related Services.** Where included in an Order Form, we will perform Application Operations in accordance with the applicable Order Form, subject to the terms of the Agreement. Unless otherwise specified in the applicable Order Form, Application Operations will be required during the first twelve (12) months following Go-Live. If applicable, we will perform the Education Services and Consulting Services for you as set forth in each applicable Order Form in accordance with the Service-Specific Addenda made available at strategysoftware.com, as modified from time to time by us ("the **Service-Specific Addenda**") and the applicable statement of work or Application Specification, as applicable, subject to the terms and conditions of the Agreement.

2. FEES & AUDIT RIGHTS

a. **Fees.** All fees and payment terms set forth in the Order Form will apply to your use of SSIS. Except as otherwise specified in the Agreement, recurring fees for SIP, Application Operations and cloud and AI will be invoiced annually in advance. Except as set forth in the Agreement and to the extent permitted by law, all payment obligations are non-cancelable and fees are non-refundable and not subject to offset.

b. **Payment.** Except as otherwise provided in the Agreement, you agree to pay any undisputed invoiced amounts within thirty (30) days from the date of the invoice, in the currency listed in the Order Form. If you have a dispute to an invoice, you must raise such dispute within thirty (30) days from the date of invoice or the invoice will be deemed correct. The parties agree to negotiate in good faith a prompt resolution of any disputed invoiced amounts.

c. **Late Payments.** If any undisputed invoice remains unpaid for thirty (30) or more days after it is due, we may charge a late fee equal to the lower of one and one-half percent (1.5%) per month or the highest rate allowable by law from the due date until such amount is paid in full. Except for fees subject to a reasonable and good faith fee dispute that the parties are working to resolve, if a payment is more than thirty (30) days past due and we have provided at least thirty (30) days written notice to you, we may do either or both of the following (i) suspend our performance under the affected Order Form including, without limitation, development activities, access to SIP, Application Operations and any associated services, until such amounts are paid in full, and (ii) accelerate all unpaid fee obligations under all Order Forms so that all amounts payable by you become immediately due and payable. Any such suspension will not affect your ownership of any fully paid Application or your rights to use the Background Technology as expressly provided under Section 3(c), provided that we will have no obligation to continue providing suspended services during the suspension period. In addition, any delivery milestones or performance deadlines affected by such suspension will be reasonably adjusted to account for the period of suspension and any resulting impact on the performance of the services. After thirty (30) cumulative days of suspension under an affected Order Form, we may reassign personnel allocated to the affected work. Upon any resumption, the applicable delivery milestones and performance deadlines will be reasonably rescheduled based on personnel availability, and you will reimburse us for reasonable, documented additional costs resulting from such suspension, including remobilization costs.

d. **Taxes.** Fees payable hereunder do not include Taxes. You are responsible for paying all Taxes associated with your purchases hereunder, including without limitation all use or access of SSIS by you. If we have a legal obligation to pay or collect Taxes for which you are responsible hereunder, we will invoice you that amount and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. You may not deduct taxes from payments to us, except as required by applicable law, in which case you must increase the amount payable as necessary so that, after making all required deductions and withholdings, we receive and retain (free from any liability for Taxes) an amount equal to the amount we would have received had no such deductions or withholdings been made. Upon our request, you will provide us with proof of withholding tax remittance to the respective tax authority.

e. **Audit Rights.** In the instances when an audit is the only way we can verify accuracy of your payment obligations under the Agreement, we have the right (and you agree to reasonably cooperate) to audit your books and records, no more than once per 12-month period, to the extent necessary to verify such accuracy.

3. INTELLECTUAL PROPERTY RIGHTS & RESTRICTIONS

a. **Our Intellectual Property Rights.** You agree that we or our licensors retain all rights, title and interest in and to SIP, Background Technology and any related Updates. Except for the limited rights set forth in the Agreement, no right, title or interest in or to

those items is granted to you. You may not remove or obscure any intellectual property or proprietary rights notices or legends contained in or affixed to those items or third-party materials.

b. **Customer Data & Use to Perform the Agreement.** You and your licensors own all rights, title, and interest in and to Customer Data. As between the parties, and to the extent such rights exist under applicable law, you own AI Output generated for you. To the extent we acquire any assignable IP rights in such AI Output, we assign those rights to you, excluding Background Technology. You authorize us to use the Customer Data as necessary to perform our obligations under the Agreement for the duration of this Agreement. Further, we may collect and use usage, metering, diagnostic and security data relating to your use of SSIS (excluding the content of Customer Data, Application code, business logic, AI prompts and AI Output) as reasonably necessary to provide, operate, support, secure, invoice, improve, verify compliance with the authorized scope of the applicable Order Form and compile aggregated and anonymized statistics. You agree not to disable, obstruct or otherwise interfere with such collection.

c. **Your Application Rights.** Before payment in full of the fees for an Application, you may access and use such Application solely for development, testing and acceptance purposes authorized under the applicable Order Form and Application Specification, subject to your compliance with the Agreement, including, without limitation, your payment obligations. Upon payment in full of the applicable Application fees, we assign to you our right, title and interest in such Application, including customer-specific source and object code, configurations and deployment settings, semantic definitions, business rules, agent definitions and prompts, customer-specific integrations and data schemas, tests and documentation created for you under the Application Specification but excluding Background Technology and third-party materials. We grant you a non-exclusive, non-transferable license to use, copy and modify our Background Technology embedded in such Application, including through your authorized service providers, solely as needed to use, maintain, and modify such Application for your business purposes, including independently of SIP, provided you are not in a committed SIP Term, and after termination of the Agreement or the applicable Order Form. You may not extract or use Background Technology on a standalone basis, use it to develop other applications or products, or transfer, distribute, sublicense or commercialize it separately from such Application. We also assign to you our right, title and interest in any customer-specific corrections, configurations and enhancements to such Application created as part of Application Operations, effective upon their creation, provided that the applicable Application Operations fees for the relevant period have been paid, and excluding Background Technology and third-party materials.

4. CONFIDENTIALITY

a. **Confidentiality.** Each party (as "**Receiving Part**y") may receive Confidential Information of the other party in the course of the Agreement. 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 Part**y") for any purpose outside the scope of the 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 Agreement and who are bound by obligations of confidentiality not materially less protective of the Confidential Information than those herein. Each party agrees to hold the other party's Confidential Information in confidence during the term of the Agreement and for a period of five (5) years after the termination or expiration of the Agreement (except that with respect to Confidential Information that qualifies as a trade secret under applicable law, the confidentiality obligations shall be perpetual).

b. **Permitted Disclosures.** 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.

c. **Injunctive 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.

d. **Return of Confidential Information.** 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 this 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.

e. **Personal Data & Data Security.** You may provide Protected Data for processing on your behalf only within the scope documented in the applicable Application Specification, Order Form or the applicable data-processing terms. To the extent we process Protected Data on your behalf, our then-applicable Data Processing Addendum will form part of the Agreement. In the event of a conflict, the Data Processing Addendum will control solely with respect to the processing of Protected Data. These documents shall cover any agreed processing during proofs of concept, development, testing, migration, hosting, maintenance and support. We will process Protected Data on your behalf only in accordance with your documented instructions, except where otherwise required by applicable law. Access by Affiliates, subprocessors and other service providers, and any international transfers, will be governed by the applicable data-processing terms and applicable data protection law.

f. **AI Use and Responsibility.** We will not use Customer Data, any Application, prompts or AI Output to train or improve general-purpose or cross-customer AI models, or permit service providers engaged by us to do so. We may use such materials to configure

and improve AI capabilities used solely for you, subject to the Agreement and applicable data-processing terms. AI functionality may generate probabilistic, inaccurate or non-unique AI Output. You are responsible for determining whether AI functionality and AI Output are appropriate for your intended use; reviewing and validating AI Output before relying on it where appropriate; supervising automated agents and actions configured by or for you; and implementing any human review, notices, consents, testing or other controls required by applicable law for your use of SSIS. You remain responsible for decisions and actions taken based on AI Output.

5. TERM AND TERMINATION

a. **Term.** The Agreement is effective as of the effective date of your initial Order Form (except that if the parties mutually execute this SA before an Order Form, then this agreement is effective as of the date of this SA) and will remain in effect until terminated in accordance with the terms of the Agreement. If there are no Order Forms in effect, either party may terminate the Agreement upon written notice to the other party. Further, you may terminate the Agreement for convenience upon written notice to us, provided that you remain responsible for all remaining amounts that would have been due under the Agreement had it not been terminated early, including, without limitation, any remaining fees for the Application (including services delivered on any specified milestone), SIP and Application Operations.

b. **Right to Terminate.** Either party may terminate the Agreement (including all related Order Forms) if the other party: (i) materially breaches the Agreement and fails to cure such material breach within thirty (30) days after receiving written notice from the terminating party; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within sixty (60) days (to the extent such termination is not prohibited by law and subject to your ownership rights of any Application, as provided under the Agreement).

c. **Effect of Termination.** In the event the Agreement or an Order Form is terminated by you due to our material breach, or is terminated under Sections 6.b, 7.b or 9.a, we will refund you any prepaid fees that have not accrued prior to the date of termination. In the event the Agreement or an Order Form is terminated by us due to your material breach of the Agreement or you terminate for convenience, you will pay all remaining amounts that would have been due under the Agreement had it not been terminated early, including, without limitation, any remaining fees for the Application (including services delivered on any specified milestone), SIP and Application Operations. Upon your written request within thirty (30) days of the expiration or termination of the Agreement or an Order Form, we will provide you with all Customer Data then held by us relating to that scope in our standard database export format at no additional cost to you. Upon expiration or termination of the Agreement or an Order Form, the corresponding licenses and your right to access SSIS (and our obligations to provide SSIS) will terminate, and you will cease using SIP. Except as provided under Section 6(c), ownership of any fully paid Application will survive expiration or termination of the Agreement or Applicable Order Form. Upon your request at the expiration or termination of an Order Form for an Application, we will provide you with the exit package for such Application.

d. **Survival.** Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, Exhibit A of this SA and the Territory-Specific Addenda shall survive the termination or expiration of the Agreement.

6. WARRANTY

a. **Mutual Warranty.** Each party represents and warrants to the other party that it has validly entered into the Agreement and has the legal power to do so and, in connection with its performance of the Agreement, shall comply with all laws applicable to it.

b. **SIP Warranty.** With respect to SIP and any Updates you procure under an Order Form, we warrant and covenant during the applicable SIP Term, that (i) SIP and such Updates will perform in substantial conformance with the technical specifications in the Documentation, (ii) the functionality of SIP and such Updates will not be materially reduced by us, and (iii) we will scan SIP and such Updates using a recognized virus scanning program and we will use commercially reasonable efforts to remove any detected Malicious Code prior to release. Your exclusive remedy and our sole liability for any breach of the foregoing warranty will be (x) the correction of the errors that caused the breach of such warranty, (y) replacement of the affected component with materially functionally equivalent components, or (z) if we cannot accomplish either (x) or (y) despite using our reasonable efforts after sixty (60) days, then either party may terminate SIP and related systems and services under the Order Form, and we will refund you any prepaid fees paid for the terminated SIP for periods after the effective date of termination.

c. **Application Warranty.** For a period of ninety (90) days following Go-Live of an Application, we warrant and covenant that such Application as delivered, not including any modifications to the Application made by you, will substantially conform to the Application Specification in its approved environment. Your exclusive remedy and our sole liability for any breach of the foregoing warranty will be (x) the correction of the Application errors that caused the breach of such warranty, (y) replacement of such Application with materially functionally equivalent software, or (z) if we cannot accomplish either (x) or (y) despite using our reasonable efforts after sixty (60) days, then either party may terminate the Order Form for the affected Application, and we will refund you the fees paid for the affected Application, together with any prepaid, unaccrued SIP, Application Operations and cloud and AI fees attributable solely to such Application. Upon such termination, you will cease using the affected Application and, notwithstanding anything to the contrary in this Agreement, upon payment of the applicable refund, you hereby assign and transfer to us, effective automatically upon such payment, all right, title and interest in and to the affected Application previously assigned to you by us under Section 3(c), and all such ownership rights will automatically revest in us. You will promptly execute

and deliver any documents and take any other actions reasonably requested by us to evidence, confirm or perfect such assignment and revesting of ownership.

d. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT SSIS WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THE AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO YOU. AI OUTPUT MAY BE INACCURATE OR NON-UNIQUE. NO PARTICULAR BUSINESS RESULT, SAVING, RETURN ON INVESTMENT OR COMPLETE PARITY WITH AN INCUMBENT APPLICATION IS WARRANTED.

7. INDEMNIFICATION

a. **Indemnification by Us.** We will defend you (and your Affiliates, directors, officers, employees and agents), at our expense, from Claims and will indemnify and hold you (and your Affiliates, directors, officers, employees and agents) harmless against Losses incurred by you in connection with such third party Claims, but solely to the extent such third party Claims arise from an allegation that your use of SIP as contemplated hereunder infringes a third party's intellectual property rights. However, we will have no indemnification obligations to you to the extent the Claim or Loss arises from (i) any access, use, reproduction, distribution or modification of SIP in a manner not authorized under the Agreement or in violation of law; (ii) our use of materials or data (including Customer Data) or following of instructions provided by you in the manner permitted under the Agreement; (iii) your use of SIP in combination with any other product or service not provided or expressly authorized by us in writing, where the Claim would have been avoided without that combination; (iv) your failure, after reasonable notice and opportunity, to make changes within your control reasonably needed to use a materially equivalent non-infringing version of SIP we make available, where the Claim would have been avoided by those changes; and (v) your use of AI Output.

b. **Indemnification Remedy.** If we reasonably believe your use of SIP could result in an indemnification Claim under Section 7.a, then we will have the right, at our option and expense to: (i) replace or modify SIP to make it non-infringing and of substantially equivalent functionality, (ii) procure for you the right to continue using SIP under the terms of the Agreement, or (iii) if we are unable to accomplish either (i) or (ii) despite using our reasonable efforts after sixty (60) days, then either party may terminate the affected SIP access, in which case our sole liability, in addition to the indemnification obligations in this section, shall be to refund you any prepaid fees for the terminated SIP access that was to be provided after the effective date of termination.

c. **Indemnification by Customer.** You will defend us (and our Affiliates, directors, officers, employees and agents) at your expense for Claims, and indemnify and hold us (and our Affiliates, directors, officers, employees and agents) harmless against any Losses incurred by us in connection with such Claims, to the extent such Claims arise from (i) your use of SSIS in violation of the Agreement; (ii) our use, in a manner permitted under the Agreement, of Customer Data or system access provided or authorized by you; or (iii) our following any instructions provided by you in our performance of services under SSIS or creation of any deliverables for you hereunder, if such Claims would not have arisen but for such instructions.

d. **Indemnification Procedures; Control of Litigation.** The indemnifying party's obligations hereunder only arise if the indemnified party: (i) promptly gives written notice of the Claim to the indemnifying party (although a delay of notice will not relieve the indemnifying party of its obligations under this section except to the extent that the indemnifying party is prejudiced by such delay); (ii) gives the indemnifying party sole control of the defense and settlement of such Claim (provided that the indemnifying party may not settle such Claim that imposes liability on, or contains any admission of fault by, the indemnified party, without its consent); and (iii) provides to the indemnifying party, at the indemnifying party's cost, all reasonable information assistance to defend or settle such Claim. This Section 7 states the indemnified party's exclusive remedies and the indemnifying party's sole obligations related to the subject matter of these sections.

8. LIMITATION OF LIABILITY

a. **EXCLUDED CLAIMS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGES ARISING UNDER THE AGREEMENT, INCLUDING ANY SUCH DAMAGES FOR LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, COVER COSTS, LOST PROFITS, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (I) A PARTY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, (II) YOUR PAYMENT OBLIGATIONS HEREUNDER, (III) A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), AND (IV) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS (COLLECTIVELY, "**EXCLUDED CLAIMS**").

b. **Limitation of Liability.** EXCEPT WITH RESPECT TO EXCLUDED CLAIMS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE GREATER OF (I) $300,000 OR (II) THE FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE CLAIM ARISING, EXCEPT THAT FOR ANY LIABILITY ARISING FROM THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA DIRECTLY RESULTING FROM OUR FAILURE TO ABIDE BY OUR DATA SECURITY OBLIGATIONS SET FORTH IN THE AGREEMENT OR THE DOCUMENTATION, OUR TOTAL AGGREGATE

LIABILITY TO YOU FROM SUCH CLAIMS WILL BE THE GREATER OF (I) $600,000 OR (II) TWO TIMES (2x) THE FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE CLAIM ARISING.

9. GENERAL TERMS

a. **Right to Assign Agreement.** The Agreement will bind and inure to the benefit of each party and their permitted successors and assigns. Each party may not assign the Agreement without the other party's written consent, except that either party may, upon prompt written notice to the other party, assign the Agreement in connection with a merger, reorganization, or sale of such party's substantially all assets or equity, to its successor. Notwithstanding the foregoing, we may, upon prompt written notice to you, assign the Agreement to our Affiliates. If either party assigns or transfers the Agreement to a competitor of the other party, such other party may terminate the Agreement upon written notice. Any attempt to transfer or assign the Agreement in violation of this Agreement will be null and void. Transfer of the Application in accordance with this Agreement does not itself assign this Agreement nor any rights or obligations hereunder.

b. **Customer's Name & Logo.** Each party has the right to issue mutually agreed upon press releases that includes a quotation from one of the other party's senior executives. You grant us the right to use your name and logo for the sole purpose of identifying you as a customer.

c. **Contracting Party, Governing Law & Venue.** The Strategy contracting party, governing law and exclusive venue applicable to the Agreement and any lawsuit or other dispute arising in connection with the Agreement will be determined by the country listed under the "Ship To" address on an Order Form (the "**Territory**"), and are as set forth in Exhibit A of the SA, without regard to conflicts of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. Both parties irrevocably consent to the exclusive jurisdiction of and venue in such courts set forth in Exhibit A of the SA and waive any right to a jury trial in any such proceeding. In any dispute arising under the Agreement, the prevailing party will be entitled to recover its cost of enforcing its claim, including reasonable attorney fees.

d. **Territory-Specific Addenda.** Based on the Territory specified in your Order Form, certain territory-specific provisions are set forth in the Territory-Specific Addenda, which supplement and amend this Agreement for your use of SSIS under such Order Form. If your Affiliate executes its own Order Form under the Agreement, then any claims between the parties to such Order Form in connection therewith will be subject to the Territory-Specific Addenda applicable to the Territory in such Order Form.

e. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under the 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.

f. **Notice.** Unless our Documentation specifies otherwise for certain notices provided by us, any notice, approval or other communication required or otherwise provided for under the Agreement will be in writing and deemed to have been given when (i) personally delivered; or (ii) sent by electronic mail; or (iii) sent by a commercial overnight courier. You will provide such notices to the applicable address set forth in Exhibit A of the SA based on your Territory. Such notices to you will be sent to the address listed in the Order Form. Each party may modify its recipient of such notices by providing notice to the other party.

g. **Reseller Agreements.** If you enter into an order for SSIS with one of our resellers authorized to sell SSIS ("**Reseller**"), (i) such document will constitute an Order Form under the Agreement and (ii) your payment obligations under such order will be to the Reseller, provided that any transactions between you and the Reseller unrelated to SSIS will not be a part of the Agreement. For clarity, your use of SSIS will be governed exclusively by the terms of the Agreement, and the Agreement will supersede any additional or conflicting terms in your order with the Reseller. No term in any order entered into via a Reseller will be deemed to modify the Agreement unless pre-authorized in writing by us. Non-payment of fees owed to a Reseller under an order for SSIS will constitute a material breach of the Agreement.

h. **Entire Agreement & Order of Precedence.** Notwithstanding anything to the contrary, the 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 Form (excluding conflicting or additional provisions of a Customer proposal, purchase order or other documents, which shall be null and void) will take precedence over provisions of this SA and over any other addenda or attachment, but solely with respect to your use of SSIS governed by such Order Form. In the event of a conflict between the Service-Specific Addenda and this SA, the Service-Specific Addenda will control but only with respect to the applicable activities being provided to you that are subject to such Service-Specific Addenda. The 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 Agreement. In the event of a conflict between the English version of the Agreement and any other version or translation of the Agreement provided herein, the English version shall control. The latest version of the Agreement incorporated into an Order Form shall govern all of your other Order Forms under this SA.

i. **Cumulative Remedies.** Except as otherwise provided in the Agreement, none of the rights, powers or remedies conferred upon any party under the 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.

j. **Relationship of the Parties.** The parties are independent contractors. The 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 Agreement, nothing in the Agreement confers or is intended to confer any rights to any person not a party to the Agreement. There are no intended third-party beneficiaries of the Agreement.

k. **Export Control.** Each party 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 (i) the direct or indirect transfer of SSIS contrary to United States law or any other applicable law is prohibited; (ii) you are not a Restricted Party or located in a Restricted Country; (iii) you are not controlled by or acting on behalf of any Restricted Party or anyone headquartered or located in a Restricted Country; and (iv) neither you nor any of your employees, agents or contractors will transfer or allow SSIS to be transferred to a Restricted Party or Restricted Country. You shall not sell, export, re-export, transfer, divert, or make available SSIS to an end user or 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.

l. **Miscellaneous.** The parties may execute the 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 Agreement. If any provision of the 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 Agreement will remain in effect. A waiver of any right under the 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 Agreement must be in writing and signed by both parties. Unless stated otherwise in this Agreement (including in any Territory-Specific Addenda), all references to "dollars" or "$" or "US$" in this Agreement refer to United States dollars.

10. DEFINITIONS

Unless otherwise specified in the rest of the Agreement, the following capitalized terms will have the meanings specified below.

a. **"Affiliates" means** any person or entity directly or indirectly Controlling, Controlled by or under common Control with a party to the 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.

b. **"Agreement" means** this SA and its addenda (including the Territory-Specific Addenda), any applicable Service-Specific Addenda, and any Order Forms that reference this SA. An Order Form also includes its identified statement of work and Application Specification.

c. **"AI Output" means** data generated and returned by any artificial intelligence capabilities of SIP or of any Application, excluding pre-existing materials owned by us or our licensors. We grant you a limited, non-exclusive, worldwide royalty-free license to use such pre-existing materials solely as incorporated in the AI Output and for the uses authorized by the Agreement.

d. **"Application Operations" means** the support, maintenance, administration and enhancement services for an Application on SIP during the SIP Term, as described in the Service Guide. New functionality, integrations, modules or enhancements are excluded unless separately specified in an Order Form or in the Service Guide.

e. **"Application Specification" means** the customer-specific document identified in and attached to an Order Form that describes the scope and requirements of the applicable Application, including its agreed functionality, deliverables, integrations, dependencies, milestones, acceptance criteria, delivery schedule, Customer responsibilities, and other Application-specific requirements.

f. **"Authorized Agents" means** an unspecified number of users among (i) your and your Affiliates' employees, contractors and service providers whom you authorize to access and use SIP or an Application on your behalf, (ii) your customers, suppliers and other third parties to the extent permitted in the Application Specification or Order Form, and (iii) automated agents, bots and service accounts configured by or for you, in each case for whom you are responsible under the Agreement.

g. **"Background Technology" means** all technology, software, tools, AI coding agents, templates, development environment, materials and know-how owned or licensed by us that is not specific to you, whether existing before or developed during the Agreement, including, without limitation, SIP, the Strategy application builder used to design, generate, configure, test, deploy, modify or maintain Applications, underlying engines and frameworks, libraries, reusable application templates and modules, generic agents, connectors, APIs, cloud implementations, development, testing and deployment tools, algorithms, architectures, methodologies, documentation and general know-how, and all modifications, enhancements and derivative works of the foregoing. Background Technology does not include your Confidential Information, Customer Data or the customer-specific elements of an Application.

h. **"Claims" means** claims, demands, suits, or proceedings made or brought against an indemnified party by a third party.

i. **"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 Customer Data and, upon delivery, any Application except for Background Technology will be deemed your Confidential Information without any marking or further designation. SIP, related software and services, Background Technology and the terms and conditions of the 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.

j. **"Consulting Services" means** the consulting services provided by us according to our then-current Service-Specific Addenda when such services are purchased.

k. **"Customer Data" means** software (including machine images), data, text, audio, video, images, or other content owned or controlled by you, or that you are otherwise authorized to make available to us for the purposes contemplated in connection with this Agreement as processed by us on your behalf, including data and content made available by you or on your behalf from your incumbent applications, platforms or systems.

l. **"Documentation" means** the technical documentation or user manuals normally distributed or made available by us in connection with SSIS, including any applicable Service Guide and application documentation delivered with an Application.

m. **"Education Services" means** the education and training services provided by us according to our then-current Service-Specific Addenda when such services are purchased.

n. **"Go-Live" means**, with respect to an Application, the earlier of (i) the date on which you first use the Application in a production environment or (ii) the date on which the Application is accepted or deemed accepted in accordance with the applicable Application Specification.

o. **"Losses" means** any loss, damage or costs finally awarded or entered into in an approved settlement hereunder (including, without limitation, reasonable attorneys' fees).

p. **"Malicious Code" means** any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.

q. **"Order Form" means** an order form entered into between you and a Strategy entity for the use of SSIS.

r. **"Order Term" means** the term of the license or service set forth in an Order Form for the provision or use of SSIS, including all renewals in accordance with the Agreement.

s. **"Protected Data" means** any data or information that is considered "Personal Data," "Protected Health Information," "Personally Identifiable Information" or similar terms under applicable law.

t. **"Restricted Country" means** any country or territory that is or becomes subject to comprehensive OFAC sanctions by the United States or another applicable country or prohibited from receiving SSIS under applicable export controls (including, but not limited to, Belarus, Cuba, Iran, North Korea, Russia, Syria, and the Crimea, Luhansk People's Republic ("LNR"), and Donetsk People's Republic ("DNR") regions of Ukraine).

u. **"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.

v. **"Service Guide" means** the SIP Service Guide, made available at www.strategy.com/legal/terms, as modified from time to time by us.

w. **"SIP Term" means** the period specified in an Order Form during which you are entitled to access and use SIP, including any renewal thereof in accordance with the Agreement. Unless otherwise specified in the applicable Order Form, the initial SIP Term will be thirty-six (36) months commencing on (i) Go-Live of an Application identified in the Order Form, where SIP is purchased in connection with an Application, or (ii) the effective date of the applicable Order Form, where SIP is purchased on a standalone basis.

x. **"Taxes" means** taxes, levies, duties or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction, but excluding any taxes based on net income, property, or our employees.

y. **"Territory-Specific Addenda" means** the SSIS Territory-Specific Addenda made available separately at www.strategy.com/legal/terms, as modified from time to time by us.

z. **"Update"** means a later commercial release of SIP made generally available to SIP customers at no additional charge. Updates do not include new products or modules that we license separately.

Exhibit A

Contracting Entity, Governing Law, Venue, Notices

Customer Location	Strategy Contracting Entity	Governing Law	Venue (courts with exclusive jurisdiction)	Notices
United States & Canada	**MicroStrategy Services Corporation**, a Delaware corporation with offices at 1850 Towers Crescent Plaza, Tysons Corner, Virginia, United States 22182	Virginia	Fairfax County, Virginia (state and U.S. federal courts)	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Argentina	**MicroStrategy Brasil Ltda. Sucursal Argentina**, with offices at Avenida del Libertador 8620 - Piso 15, Ciudad Autónoma de Buenos Aires (C1429BNS), Argentina	Argentina	Buenos Aires	MicroStrategy Brasil Ltda. Sucursal Argentina, Attention: Legal Representative, Av. Alicia Moreau de Justo 740, Piso 3, Oficina 1, Ciudad Autónoma de Buenos Aires (C1107AAP), Argentina; email: cwrequests@strategy.com
Australia & New Zealand	**MicroStrategy Pty. Ltd.**, ABN 59 094 495 020, with offices at Level 4, 68 York Street, Sydney, NSW 2000 Australia	New South Wales	New South Wales	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Austria	**MicroStrategy Austria GmbH**, with registered offices at Twin Tower, Wienerbergstrasse 11/12a, 1100 Wien	Austria	Vienna	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Belgium & Luxembourg	**MicroStrategy Belgium BV**, with offices at Botanic Tower, 6th floor, Boulevard Saint - Lazare, 4-10, 1210 Brussels	Belgium	Brussels	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Brazil	**MicroStrategy Brasil Ltda.**, with offices at Rua Irmã Gabriela 51, office 413, Cidade Monções, São Paulo / São Paulo, CEP: 04.571-130, Brazil	Brazil	Central Court of the City of São Paulo	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
China, India, Pakistan, Singapore, Taiwan or any other ASEAN country	**MicroStrategy Singapore Pte. Ltd.**, with offices at 72 Anson Road, #13-01, Singapore 079911	Singapore	Singapore	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Denmark	**MicroStrategy Denmark ApS**, with registered offices at 2 Axeltorv, c/o Gorrissen Federspiel, 1609 København V, Denmark	Denmark	Maritime and Commercial Court of Copenhagen	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
France	**MicroStrategy France SARL**, with offices at 16 Rue de Washington 75008 Paris, France, (WOJO Paris Champs-Elysees)	France	Courts of the Paris Court of Appeal	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Germany	**MicroStrategy Deutschland GmbH**, with offices at Erftstrasse 15-17, 50672 Köln, Germany	Germany	Cologne	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Israel	**MicroStrategy Israel Ltd**, registered in Israel, with company number 515761740, with registered offices at 94 Yigal Alon st - Alon 1 - Tower; Tel Aviv 6789155	England and Wales	England and Wales	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Italy	**MicroStrategy Italy S.r.l.**, with registered offices at Corso Europa 15, 20122, Milan, Italy	Italy	Milan	MicroStrategy Italy, S.r.l. Attention: Legal Representative, at Corso Europa 15, 20122, Milan, Italy; email: cwrequests@strategy.com
Japan	**MicroStrategy Japan Inc.**, with offices at Akasaka Green Cross 8th Floor, 2-4-8 Akasaka, Minato-ku, Tokyo 107-0052, Japan	Japan	Japan	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Korea	**MicroStrategy Korea Co.**, Ltd, with offices at 10th floor, Mirae Asset Tower, 620 Teheran-ro, Gangnam-gu, Seoul 06174, South Korea	Korea	Seoul Central District Court in Korea	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com

Mexico, Colombia, Uruguay, Bolivia, Paraguay, Peru, Ecuador or any other country located in Central America	**MicroStrategy Mexico S. de R.L. de C.V.**, with offices at Javier Barros Sierra 495 Piso 2 Oficina 154, Col. Desarrollo Santa Fe, Del. Álvaro Obregón, CP 01376, Ciudad de Mexico	Mexico	City of Mexico D.F.	MicroStrategy Mexico S. de R.L. de C.V., Attention: Legal Representative, Javier Barros Sierra 495, 2nd Floor, office 154, Col. Desarrollo Santa Fe, Álvaro Obregón, Ciudad de Mexico, Mexico CP 01376; email: cwrequests@strategy.com
The Netherlands	**MicroStrategy Benelux BV**, with registered offices at Keizersgracht 572, 1017 EM, Amsterdam, Netherlands	The Netherlands	Amsterdam	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Poland	**MicroStrategy Poland sp. z o.o.**, with offices at Prosta 67, 00-838 Warsaw, Poland	Poland	Warsaw	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Portugal	**MicroStrategy Portugal, Sociedade Unipessoal, Lda**, with offices at Rua Mateus Vicente de Oliveira, nº 18, piso 3 - sala 505, 2745-167 Queluz, Freguesia de Queluz-Belas e concelho de Sintra, Portugal	Portugal	Lisbon	MicroStrategy Portugal, Sociedade Unipessoal LDA, Attention: Legal Representative, at Regus Lisboa, Avenida da República, 50 1050-196 Lisboa, Portugal; email: cwrequests@strategy.com
Saudi Arabia	**MicroStrategy Saudi Arabia,** with registered offices at Anas Ibn Malik Build No. 3141, 13521 Riyadh, Kingdom of Saudi Arabia	Kingdom of Saudi Arabia	Riyadh	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
South Africa	**MicroStrategy South Africa (Proprietary) Limited**, with registered offices at Twickenham Building, The Campus Cnr Sloane And Main Street, Bryanston 2021, Johannesburg, South Africa	South Africa	High Court of South Africa	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Spain	**MicroStrategy Iberica, S.L.U.**, with offices at Plaza Pablo Ruiz Picasso 1, Torre Picasso, Planta 14 D, 28020 Madrid, Spain	Spain	Madrid	MicroStrategy Iberica, S.L.U. Attention: Legal Department, at Plaza Pablo Ruiz Picasso, Torre Picasso Planta 15, 28020 Madrid, Spain; email: cwrequests@strategy.com
Sweden	**MicroStrategy Sweden AB**, with offices at Mäster Samuelsgatan 60,8th floor 111, 21 Stockholm, Sweden	Sweden	Maritime and Commercial Court of Stockholm	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Switzerland (DACH)	**MicroStrategy Switzerland GmbH**, with registered offices at c/o Rödl & Partner AG, Flurstraße 55, 8048 Zürich	Switzerland	Zurich	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
United Arab Emirates, Kuwait, Bahrain, Oman, Lebanon, Egypt, Qatar and Jordan	**MicroStrategy Middle East FZ-LLC**, a Free Zone Limited Liability Company, registered in the Emirate of Dubai, with company number 21051, with offices at Dubai Internet City, Building 26, Floor 1, Office 106, Dubai, United Arab Emirates	England and Wales	England and Wales	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
United Kingdom, Greece, Serbia, Slovakia, Hungary, Ireland, Slovenia, Macedonia, Bulgaria, Estonia, Croatia, Norway, Chile or in any other country not otherwise provided for in this Exhibit A	**MicroStrategy Limited**, an entity under registered number 02980957, with offices at Chiswick Park, Building 4, 3rd Floor, 566 Chiswick High Road, Chiswick, London W4 5YE, United Kingdom	England and Wales	England and Wales	Strategy Inc, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com