

Supplier Terms

G-Cloud 15

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SUPPLIER TERMS

These **SUPPLIER TERMS** apply between **THE PARTIES** who have signed a G-Cloud 15 **CALL OFF CONTRACT** including the Part A Order Form under the G-Cloud 15 **THE FRAMEWORK AGREEMENT**, which provides for these SUPPLIER TERMS. The PARTIES are as per the CALL OFF CONTRACT:

(1) **THE SUPPLIER** Corporate Document Services Ltd. whose registered office is situated at Riverside House, 7 Canal Wharf, Holbeck, Leeds LS11 5AS.

and

(2) **THE BUYER**

WHEREAS:

1. The FRAMEWORK AGREEMENT and the CALL OFF CONTRACT contain contractual provisions which apply to and bind the PARTIES.
2. THE BUYER wishes to have certain consultancy design and technical development services provided in connection with the BUYER'S digital platform and presence, (the "SERVICES"); and
3. THE SUPPLIER represents that it has the appropriate expertise, skills and resources to provide, and is willing to provide, the SERVICES.

AND NOW THEREFORE IN CONSIDERATION OF the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BUYER and the SUPPLIER agree as follows: -

1. DEFINITIONS

The following terms and expressions shall have the meaning respectively assigned to them in this Clause.

- 1.1. "AFFILIATE" shall mean any subsidiary or parent company of any company or any other subsidiary of such parent company. For the purpose of this definition, "subsidiary" and "parent company" shall have the meaning respectively assigned to them under Section 1161 (5), Companies Act, 2006, as amended by Section 144, Companies Act, 1989.
- 1.2. "BACKGROUND IPRS" shall mean Intellectual Property, as defined in Schedule 6 of the CALL OFF CONTRACT.
- 1.3. "COMMENCEMENT DATE" means the go live date stated in the CALL OFF CONTRACT or the STATEMENT OF WORK as the case may be.
- 1.4. "PROJECT SPECIFIC IPRS" shall mean all and any Intellectual Property as defined in in Schedule 6 of the CALL OFF CONTRACT

CONFIDENTIAL

INFORMATION” means Data, Personal Data and any information, which may include (but isn’t limited to) any: information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').

- 1.5. “INTELLECTUAL PROPERTY” or IPRS shall mean Intellectual Property as defined in Schedule 6 of the CALL OFF CONTRACT
- 1.6. “PARTY” shall mean either BUYER or THE SUPPLIER as the context may require and “PARTIES” shall mean BUYER and THE SUPPLIER.
- 1.7. “STATEMENT OF WORK” shall mean the statement of work for the SERVICES and any subsequent statements of work, which must be in the form of Schedule 3 which are agreed to between the PARTIES in writing from time to time, and which break down work stated a CALL OFF CONTRACT. All agreed STATEMENTS OF WORK should be numbered consecutively and shall be deemed incorporated herein by reference.
- 1.8. “SERVICES” shall mean the G-Cloud Services which are the subject of an order from the BUYER which will be provided by THE SUPPLIER to the BUYER as outlined in the applicable STATEMENT OF WORK.
- 1.9. “TERM” means the term of the CALL OFF CONTRACT as set out in the Order Form.
- 1.10. Words capitalised but not defined in these SUPPLIER TERMS shall bear the meaning given to them in the CALL OFF CONTRACT.

2. INCORPORATION OF TERMS

The Call-Off Contract and the G-Cloud 15 Framework Agreement apply to these Supplier Terms and take precedence in accordance with the order of precedence set out in the Call-Off Contract.

3. SERVICES

- 3.1. THE SUPPLIER shall provide the SERVICES as set out in the CALL OFF CONTRACT and as more fully detailed Schedule 3.

4. DURATION OF SUPPLIER TERMS

- 4.1. The PARTIES agree that these SUPPLIER TERMS shall continue for the TERM, unless terminated earlier in accordance with the CALL OFF CONTRACT.
- 4.2. Any initial TERM may be extended for rolling periods upon the mutual written agreement of the PARTIES as provided for in the CALL OFF CONTRACT.
- 4.3. Any STATEMENT OF WORK will detail the start and end dates and other key information which is relevant to delivery of the SERVICES.

5. THE SUPPLIER OBLIGATIONS

- 5.1. THE SUPPLIER will provide and perform the SERVICES:
 - 5.1.1. in accordance with the CALL OFF CONTRACT
 - 5.1.2. with due care and diligence and with the skill to be reasonably expected of a provider in the type of services to be provided and performed under these SUPPLIER TERMS; and
 - 5.1.3. in compliance with all applicable legal obligations.
- 5.2. For the avoidance of doubt, THE SUPPLIER shall comply with any timescales or key dates identified in the applicable STATEMENT OF WORK.
- 5.3. To the extent that any timescales are impacted by the BUYER, such timescales shall consequently be reasonably extended.
- 5.4. Save as expressly provided in the CALL OFF CONTRACT and the provisions of these SUPPLIER TERMS, all other warranties relating to the SERVICES, (whether expressed or implied by law, custom or otherwise) are excluded to the fullest extent permitted by law.

6. ASSIGNMENT & SUB-CONTRACTING

- 6.1. Neither PARTY shall assign these SUPPLIER TERMS or any part of it or any benefit or interest in or under it to any person whatsoever without the prior written consent of the other PARTY, such consent shall not be unreasonably withheld or delayed.
- 6.2. THE SUPPLIER may sub-contract its obligations to deliver the SERVICES, or any part of them under these SUPPLIER TERMS.
- 6.3. Excluding that which is stated in clause 7.1(a) below THE SUPPLIER shall be responsible for all work, acts, omissions and defaults of any party to whom any part of the SERVICES is sub-contracted by THE SUPPLIER as if they were work, acts, omissions or defaults of THE SUPPLIER.

7. VARIATION PROCESS

- 7.1. The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 7.2. The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 7.3. If either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation or End this Call-Off Contract by giving 30 days' notice to the Supplier.
- 7.4. The PARTIES will take note of the Variation Form Schedule 8 of the FRAMEWORK AGREEMENT in respect of any Variation.

8. FORCE MAJEURE

- 8.1. The meaning of FORCE MAJEURE is as defined in the FRAMEWORK AGREEMENT.
- 8.2. Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under the CALL OFF CONTRACT (other than a payment of money) to the extent that such delay or failure is a result of a FORCE MAJEURE event.
- 8.3. A PARTY will promptly (on becoming aware of the same) notify the other PARTY of a FORCE MAJEURE event or potential FORCE MAJEURE event which could affect its ability to perform its obligations under the CALL OFF CONTRACT.
- 8.4. Each PARTY will use all reasonable endeavours to continue to perform its obligations under the CALL OFF CONTRACT and to mitigate the effects of FORCE MAJEURE.
- 8.5. If a FORCE MAJEURE event prevents a Party from performing its obligations under the CALL OFF CONTRACT for more than 60 consecutive Working Days, the other Party can End the CALL OFF CONTRACT with immediate effect by notice in writing.

9. OWNERSHIP AND RIGHTS OF USE

- 9.1. Legal and beneficial title to all BACKGROUND IP shall belong to and remain vested in the owning Party THE SUPPLIER (or, where appropriate, in a third party licensor).
- 9.2. In consideration of the fees due under these SUPPLIER TERMS, THE SUPPLIER grants to BUYER a perpetual, royalty-free, non-exclusive, non-transferable, irrevocable licence to use the BACKGROUND IP solely for BUYER' internal business purposes and in connection with the receipt of the Services. Maintenance or support of such software or third party licensed property shall be subject to, and contingent on, separate licencing agreement between the PARTIES.
- 9.3. For the avoidance of doubt, THE SUPPLIER does not take responsibility for and is not liable for the services or delivery third parties licensors.
- 9.4. All PROJECT SPECIFIC IPRS shall vest in and be owned absolutely by BUYER upon full payment by BUYER of all undisputed monies due and owing under the CALL OFF CONTRACT.
- 9.5. Subject to that stated below, in consideration of the payment of all sums owing under these SUPPLIER TERMS by BUYER to THE SUPPLIER, THE SUPPLIER assigns and where practicable shall procure the assignment to BUYER of all PROJECT SPECIFIC IPRS.
- 9.6. BUYER grants to THE SUPPLIER a non-exclusive, irrevocable, royalty-free licence to use BUYER BACKGROUND IPRS of the BUYER during the Term,

and thereafter as may be reasonable and necessary for the purposes of providing the SERVICES.

- 9.7. Neither PARTY shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent
- 9.8. BUYER acknowledges that any BACKGROUND IP shall be licensed to BUYER only for use in connection with these SUPPLIER TERMS.
- 9.9. Under no circumstances shall such licence include any licence or right of access in relation to any source code existing in BACKGROUND IP or PROJECT SPECIFIC IPRS or in any such programs except as may be agreed in writing with THE SUPPLIER. The IPRS in such source code shall remain the property of THE SUPPLIER or the relevant third party owner as the case may be. BUYER shall not be entitled (save to the extent permitted by law) to copy, adapt, reverse compile, decode or otherwise translate any such program.
- 9.10. Each party at their respective expense shall do all further acts and deeds and execute all such further documents and instruments as may from time to time be required to give effect to the ownership or licence of IP as envisaged by this Clause.
- 9.11. THE SUPPLIER acknowledges and agrees that no work done or method employed by it in the provision and performance of the SERVICES or any item provided by it as part thereof or as a result thereof or any use made by BUYER or any of its AFFILIATES of any such item provided by THE SUPPLIER under the CALL OFF CONTRACT shall infringe any third party intellectual property right protected by law, including without limitation any letters patent, registered design, trade mark, copyright or design right.

10. CONFIDENTIALITY

- 10.1. Each PARTY (the "RECEIVING PARTY") shall treat as confidential any information it acquires from or which is provided to it under or in connection with CALL OFF CONTRACT by the other PARTY (the "DISCLOSING PARTY") which is identified by the DISCLOSING PARTY as confidential or which by its very nature is confidential and during a period of five years from the date of this THE CALL OFF CONTRACT shall not disclose to, place at the disposal of or use for the benefit of or on behalf of any third party or enable any third party to use, peruse or copy such confidential information or any part thereof without the prior specific written consent of the DISCLOSING PARTY.
- 10.2. THE SUPPLIER shall not use the Confidential Information of the BUYER for any purpose other than the execution of the SERVICES.
- 10.3. The provisions of Sub-Clause 10.1 shall not apply to information which:
- 10.3.1. prior to it being acquired hereunder is part of the public domain or at any time thereafter becomes part of the public domain other than because of breach by the RECEIVING PARTY of its confidentiality obligations under this Clause 10; or

- 10.3.2. was independently received by the RECEIVING PARTY from a third party whose possession is lawful and who has the full right to disclose and who did not receive it either directly or indirectly from the DISCLOSING PARTY or any of its AFFILIATES; or
- 10.3.3. was developed independently by employees of the RECEIVING PARTY without the benefit of the Confidential Information supplied by the DISCLOSING PARTY; or
- 10.3.4. was known to the RECEIVING PARTY prior to receipt of Confidential Information of the DISCLOSING PARTY, as evidenced by reasonable written records; or
- 10.3.5. is required to be disclosed in order to comply with the requirements of any court order or any law, rule or regulation of any governmental body having jurisdiction or of any relevant stock exchange, provided the RECEIVING PARTY first gives reasonable advance notice to the DISCLOSING PARTY and reasonably cooperates with the DISCLOSING PARTY to secure confidential protection of such Confidential Information.

11. INVOICING & PAYMENT

- 11.1. In consideration of the performance THE SUPPLIER'S obligations under THE CALL OFF CONTRACT by THE SUPPLIER, the BUYER shall pay the Price in accordance with THE CALL OFF CONTRACT, as may be more fully detailed in the STATEMENT OF WORK.
- 11.2. THE SUPPLIER shall submit a monthly consolidated invoice to the BUYER, which shall include the following detail: item; client; cost code; value; and VAT.
- 11.3. The amount of each correctly raised invoice shall become due for payment within thirty days from the date on the invoice.
- 11.4. All sums that become due for payment to THE SUPPLIER under this CALL OFF CONTRACT are exclusive of Value Added Tax which shall be payable by BUYER to THE SUPPLIER, where applicable, at the rate and in the manner prescribed by law from time to time as an addition to such sums.
- 11.5. If any bona fide undisputed amount payable to THE SUPPLIER by BUYER under the CALL OFF CONTRACT is left outstanding beyond the due date for payment, THE SUPPLIER may, without prejudice to its other rights charge interest pursuant to the Late Payments of Commercial Debts (Interest) Act 1998.
- 11.6. Should THE SUPPLIER incur any costs in collecting payment of an overdue account, all such costs will be charged to BUYER, who will not have discharged their liability to THE SUPPLIER until such costs are paid.

12. TERMINATION

- 12.1. BUYER and THE SUPPLIER shall each have the right by giving notice in writing to the other PARTY to terminate all or any part of the SERVICES or these SUPPLIER TERMS at such time or times as the notifying PARTY may consider necessary for any of the reasons, and in accordance with clause 18 of the CALL OFF CONTRACT and ORDER FORM.
- 12.2. On termination the PARTIES will use reasonable commercial endeavours to agree the completion and payment arrangements in relation to of any Services due to be delivered or being delivered under any Statement of Work.

13. LIMITATION OF LIABILITY

- 13.1. Nothing contained in these SUPPLIER TERMS shall exclude or limit the liability of either PARTY for death or personal injury resulting from its negligence or the negligence of its employees, its agents and/or sub-contractors.
- 13.2. The PARTIES agree to the liability provisions and limitations as set out in the ORDER FORM, CALL OFF CONTRACT and clauses 4.1 - 4.3 of the FRAMEWORK AGREEMENT.

14. GENERAL LEGAL PROVISIONS

- 14.1. Nothing contained herein shall be construed as creating a joint venture, a legal partnership, or a relationship of principal and agent between BUYER and THE SUPPLIER.
- 14.2. In the event that any one or more of the provisions of these SUPPLIER TERMS shall, for any reason, be held by any competent authority to be invalid, illegal or unenforceable in any respect, in whole or in part, such invalidity, illegality or unenforceability shall not affect any of the other provisions of these SUPPLIER TERMS or the remainder of the provision in question and these SUPPLIER TERMS shall be construed as if such invalid, illegal or unenforceable provision or invalid, illegal or unenforceable part thereof had never been contained herein.
- 14.3. Failure or delay in the prompt enforcement of any right hereunder shall in no way be construed as a waiver of such right. No right or remedy of a PARTY shall be deemed waived except pursuant to a written waiver executed by a PARTY against whom the waiver is to be enforced. Waiver of any provision of on any occasion shall not be construed as a waiver of any other provision or that provision on any other occasion.
- 14.4. The provisions of Clauses 9, 10, 12 and 13 shall survive termination of the SERVICES or termination of these SUPPLIER TERMS for any reason whatsoever.
- 14.5. Subject to the order of precedence clauses, these SUPPLIER TERMS (including the Schedules) and any clauses incorporated by reference

constitutes the entire agreement between the PARTIES with respect to the SERVICES and supersedes all prior negotiations, representations or agreements related to these SUPPLIER TERMS, either written or oral.

14.5.1.1. In the event of any conflict or inconsistency, the order of precedence set out in the Call-Off Contract shall apply.

15. GOVERNING LAW

- 15.1. These SUPPLIER TERMS shall be construed, take effect and be governed in all respects in accordance with English Law excluding those conflict of law rules and choice of law principles which would deem otherwise and shall be subject to the exclusive jurisdiction of the English Courts, save that any judgement, declaration, award or order obtained in the English Courts may be enforced in any jurisdiction.

IN WITNESS WHEREOF, BUYER and THE SUPPLIER has caused these SUPPLIER TERMS to be signed and executed on their behalf by their duly authorised representatives, in two original counterparts (one for each of the PARTIES) as of the day and year first above written.

Signed for and on behalf of	Signed for and on behalf of
Corporate Document Services Ltd	BUYER
Signature:	Signature:
Name:	Name:
Position/Title:	Position/Title:

16. SCHEDULE 1

SERVICES: Cloud Services the SUPPLIER is capable of providing through the Platform - see Schedule 1 of CALL OFF CONTRACT

Examples:

- Business Intelligence services
- Case management implementation
- Cloud hosting services
- Cloud managed services
- CMS implementation
- Content design and strategy services
- Cyber security
- Data strategy and implementation services
- Design and user experience services
- Design and implementation of AI systems
- Project consultancy
- Project management
- Research and insight services.
- Software consultancy
- Software development
- Support services
- Technical consultancy
- Web site development.

17. SCHEDULE 2

Statement of Work Charges Breakdown

[INSERT]

***Note: Call-Off Contract charges**

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract. For the detailed Charges breakdown for the provision of Services during the Term please see our SFIA Rate card.

18. SCHEDULE 3

Statement of Work

This Statement of Work relates to Supplier Terms signed between the Buyer and the Supplier on [INSERT]

SOW number: [INSERT]

Date: [INSERT]

Note: Where applicable, scope, budget and timescales will be dependent on a fixed price discovery phase.

Deliverables: [INSERT]

Charges for Deliverables: [INSERT]

Acceptance Criteria: [INSERT]

Key Performance Indicators: [INSERT]

Service Levels: [INSERT]

Method of Delivery: The Services will be delivered via a [INSERT]

Timetable/ Phase(s) of delivery:

Start Date [INSERT]

End Date [INSERT]

Go Live Date: [INSERT]

Expenses/Travel/Subsistence: [INSERT]

Travel and subsistence Included in day rate within M25 for London based consultants, otherwise payable at department's standard UK government T&S rates

Mileage As above

Invoicing /Payment Arrangements: [INSERT]

Assumptions/ Derogations:

1. Where the Services include the use of licenced products, including software licences associated with project delivery, these third-party terms and condition may contain provisions that are material to delivery or quality of the service, and these bind the Buyer. The Supplier shall not be held liable for any act,

omission or failure of such third parties regardless of whether it holds the licence with such third party or not.

Signed for and on behalf of	Signed for and on behalf of
SUPPLIER	BUYER
Signature:	Signature:
Name:	Name:
Position/Title:	Position/Title:

Master Service Agreement

This Master Service Agreement (“**MSA**”) applies to any Order Form entered into between the Strategy contracting party(“**we**,” “**us**,” “**our**”) and the entity or person ordering Products (“**Customer**” or “**you**,” “**your**”), and specifies the terms and conditions under which we will provide Products to you and your Affiliates. Unless otherwise specified, capitalized terms will have the meanings set forth in Section 10 (Definitions) of this MSA.

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1. ACCESS AND USE OF PRODUCTS

- a. **Access to Services.** Subject to the terms of the Agreement and Documentation, commencing on the effective date of the Order Form and any renewal, as applicable, we permit your applicable Named Users to access and use the Services specified in your Order Form(s) during its applicable Order Term, solely for your internal business purposes.
- b. **License for On-Premise Software.** If your Order Form includes an order for on-premises Software (such software, the “**On-Prem Software**”), then subject to the terms of the Agreement and Documentation, commencing on the date of delivery of the On-Prem Software to you, we grant you a limited, personal, non-sublicensable, non-transferable, non-exclusive license during the Order Term specified in your Order Form to (i) install, reproduce and execute such applicable On-Prem Software on servers and workstations operated by you or by third-party cloud service providers operating servers and workstations on your behalf, in each case, in the applicable Territory and (ii) grant your applicable Named Users access to such On-Prem Software from such servers and workstations, solely for your internal business purposes.
- c. **Certain Restrictions.** The Order Form may provide for specific quantities of licenses for applicable Named Users of the Software or, in the case of On-Prem Software, specific quantities of CPU licenses. When specified quantities of licenses for applicable Named Users are identified, only that quantity of applicable Named Users may access and use such Software in one production environment and up to two non-production environments. If specified quantities of CPU licenses are identified, you may only install and execute the applicable Software on that quantity of CPUs in one production environment and up to two non-production environments, for use in support of an unspecified quantity of applicable Named Users.
- d. **Deployment Environment.** If a specific operating or cloud environment is specified in the Order Form, the applicable Software may only be accessed, installed, or executed from or in such specified environment, except for any On- Prem Software which technically requires deployment in a different operating or cloud environment.
- e. **Affiliates.** Your Affiliates may purchase Products 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 the Products 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 the Products, 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 Products or attempt to gain unauthorized access to a Product or its related systems or networks; (iv) use the Products 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 any Reports, without our prior written consent; (vi) use any Product to provide time-sharing services, software-as-a-service offering, service bureau services or similar services or (vii) use the Products to store or transmit material in violation of third-party privacy rights or that is infringing or otherwise unlawful or tortious or that constitutes Malicious Code.
- g. **Customer Responsibility.** You are responsible for compliance with the Agreement by your representatives and applicable Affiliates permitted hereunder that use or access the Products under your account and for the proper operation of your network

and your systems used to connect to the Products.

- h. **Provision of Other Services.** If applicable, we will perform the Technical Support Services, Education Services and Consulting Services for you as set forth in each applicable Order Form in accordance with the then-current Technical Support Services Policy & Procedures, Cloud Service Guides and Service-Specific Addenda, as applicable, subject to the terms and conditions of the Agreement (including any applicable Product-Specific Addenda).
- i. **Product-Specific Addenda.** Certain Products may be subject to Product-Specific Addenda that provide additional terms and conditions for the use of such Product. Each party shall comply with all applicable Product-Specific Addenda.

2. FEES & AUDIT RIGHTS

- a. **Fees.** All fees and payment terms set forth in the Order Form will apply to your use of the Products. 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. If you exceed the scope of your rights to our Products, we may invoice you for such excess and any related Technical Support Services fees, calculated at our standard list prices from the date you exceeded the scope of your rights. You agree to pay such invoices as set forth herein. You further agree that if we no longer offer a Product for which you exceeded the scope of your rights, then the amounts owed will be calculated using the higher of the last available standard list price for such Product or the current standard list price of its successor. The parties agree that this sum is agreed upon as payment for the excess use of the Products, and not as a penalty.
- 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 your right to use the Product 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.
- 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 the Products 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 right, title and interest in and to all Products (including any related Updates). Except for the limited rights set forth in the Agreement, no right, title or interest in or to any Products 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.
- b. **Customer Data & Use to Improve Services.** You own all right, title, and interest in and to your Customer Data. You grant us a non-exclusive, worldwide, irrevocable license to use the Customer Data for the purpose of operating, supporting or improving the Products, including in the manner provided to you. Further, we may collect usage and diagnostic data, but not Protected Data, related to your use of the Products to help us provide, support and improve our Products.
- c. **Evaluation Licenses.** We may, in our sole discretion, offer some features or Products as a preview, or as an alpha, beta, experimental or other pre-release version (each, an “**Evaluation Product**”). You may use Evaluation Products solely for internal testing and evaluation. We may discontinue, modify, terminate, or cease support for the Evaluation Products at any time without notice to you, and may decide not to make any of the features and functionality generally available. You agree that once you use an Evaluation Product, your content or data may be affected such that you may be unable to revert back to a prior non-evaluation version of the same or similar feature or Product. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Evaluation Product back to the prior non-evaluation version. Further, you may not be able to recover such content or data if your right to use an Evaluation Product expires before you purchase a right to use Products on a non-evaluation basis. WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, THAT ANY EVALUATION PRODUCTS AS PROVIDED TO YOU, OR AS MAY BE PROVIDED TO YOU IN THE FUTURE, ARE COMPLETE, VERIFIED, TESTED OR WITHOUT BUGS OR ERRORS, OR FIT FOR ANY PURPOSE. THE EVALUATION PRODUCTS AND ANY RELATED DOCUMENTATION ARE PROVIDED AT ALL RELEVANT TIMES AS IS, INCLUDING ALL FAULTS, AS AVAILABLE.

4. CONFIDENTIALITY

- a. **Confidentiality.** Each party (as “**Receiving Party**”) 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 Party**”) 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 to the Receiving Party 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 will not transfer to us or provide us any access to any Protected Data in connection with the Agreement, except for Protected Data related to your contact persons or uploaded or transferred to a Cloud Service. 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. If you upload or transfer Protected Data to a Cloud Service, you will enable encryption of report caches and intelligent cubes which are saved to disk.
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 MSA before an Order Form, then this Agreement is effective as of the date of this MSA) 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, as long as you remain responsible for paying all remaining amounts that would have been due under the Agreement had it not been terminated early.
 - 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 for clarity, a failure to pay fees by Customer is a material breach of 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).
 - c. **Effect of Termination.** In the event the Agreement is terminated by you due to our material breach of the Agreement or is terminated pursuant to Sections 6.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 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. Upon your written request within thirty (30) days of the expiration or termination of the Agreement, we will provide you with all Customer Data in our standard database export format at no additional cost to you. Upon termination of the Agreement or all related Order Forms, the Agreement, all Product licenses and your right to access or receive the Services

(and our obligations to provide Services) will terminate. When a Product license expires or terminates, you will immediately cease using the Product.

- d. **Survival.** Sections 2, 3.a, 3.b, the last sentence of 3.c, 4, 5, 6, 7, 8, 9, 10, Exhibit A of this MSA 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. **Product Warranty.** With respect to any Products and any Updates you procure under an Order Form (other than Consulting Services, Education Services or Technical Support Service, for which the sole warranty is set forth in Section 6.c), we warrant and covenant during the applicable Order Term (or for perpetually licensed Software, for a period of six (6) months from the effective date of an Order Form), that (i) such Products will perform in substantial conformance with the technical specifications in the Documentation, (ii) the functionality of each such Product will not be materially reduced by us, and (iii) we will scan such Products 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 Product errors that caused the breach of such warranty, (y) replacement of such Product 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 Product, and we will refund you any prepaid fees paid for the terminated Product for periods after the effective date of termination.
- c. **Consulting, Education and Technical Support Services Warranty.** During the applicable Order Term, we warrant that any Consulting Services, Education Services or Technical Support Services provided by us as part of the Services 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 (x) that we will use commercially reasonable efforts to re-perform such Services in conformance with the foregoing warranty requirements or (y) if we cannot accomplish (x) despite using our reasonable efforts after sixty (60) days, then either party may terminate the affected Service and we will refund you any prepaid fees paid for such Service for periods after the effective date of termination.
- 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 AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THE AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO YOU.

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 the Products as contemplated hereunder infringes a third party's intellectual property rights, or death, bodily harm, or damage to tangible personal property due to our personnel's gross negligence or willful misconduct in providing Services on your premises to you. However, we will have no indemnification obligations to you if the Claim or Loss arises from (i) any access, use, reproduction, distribution or modification of any Product in a manner not authorized under the Agreement or in violation of law; (ii) our use of materials or data (including Customer Data) provided by you or a third party in the manner permitted under the Agreement; (iii) your use of the Products in combination with any other product or service not provided by us; (iv) your use of a prior version of the Products; and (v) your use of any Evaluation Product.
- b. **Indemnification Remedy.** If we reasonably believe your use of the Products 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 such Product to make it non-infringing and of substantially equivalent functionality, (ii) procure for you the right to continue using such Product 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 Agreement, 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 Product 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 third party Claims, to the extent such third party Claims arise from (i) your use of any Products in violation of the Agreement, (ii) our use of the Customer Data in a manner permitted under the Agreement, and (iii) our following any instructions provided by you in our performance of any Services 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, WILLFUL MISCONDUCT OR VIOLATION OF APPLICABLE LAW, (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 \$1,000 FOR LIABILITY ARISING FROM USE OF EVALUATION PRODUCTS ONLY) 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. You may not assign the Agreement without our written consent, except that you may, upon prompt written notice to us, assign the Agreement in connection with a merger, reorganization, or sale of your assets or equity, to your successor. If you assign or transfer the Agreement to a competitor of ours, we 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.
- 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 and for such press releases.
- 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 MSA, 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 MSA 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 Products 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 MSA 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 Products with one of our authorized resellers (“**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 for non- Products will not be a part of the Agreement. For clarity, your use of our Products 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 Products 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 MSA and over any other addenda or attachment, but solely with respect to your use of the applicable Products governed by such Order Form. In the event of a conflict between the Service-Specific Addenda and this MSA, the Service-Specific Addenda will control but only with respect to the applicable Services 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.
- 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 a Product 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 any Product to be transferred to a Restricted Party or Restricted Country. You shall not sell, export, re-export, transfer, divert, or make available any Products 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.
- m. **Strategy World Event.** If you purchase a Strategy World pass via an Order Form, that pass is non-refundable and is only valid for the next Strategy World event occurring following the execution of the Order Form; has no residual value if not redeemed for such next Strategy World event; and may not be used to attend any other Strategy World event.

10. DEFINITIONS

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

- a. **"Affiliates"** shall mean 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 MSA and its exhibits or addenda (including the Territory-Specific Addenda), any applicable Service-Specific Addenda and Product-Specific Addenda, and any Order Forms that reference this MSA.
- c. **"Claims"** means claims, demands, suits, or proceedings made or brought against you by a third party.
- d. **"Cloud Service"** means one of our offerings that we manage on your behalf in a cloud environment, as more specifically described in the applicable Cloud Service Guide.
- e. **"Cloud Service Guide"** means the Service Guide for the applicable Cloud Service made available at [strategysoftware.com](https://www.strategysoftware.com), as modified from time to time by us.
- f. **"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 will be deemed your Confidential Information without any marking or further designation. All Software, Services, 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.
- g. **"Consulting Services"** means the consulting services provided by us according to our then-current Service-Specific Addenda when such services are purchased.
- h. **"CPU"** means a physical core (in a physical computing environment) or a virtual core (in a virtual computing environment) to which an instance of the Software is assigned, as identified by the operating system in which the Software is installed.
- i. **"Customer Data"** means software (including machine images), data, text, audio, video, images, or other content of yours or a third-party that you or your representatives utilize with the Software or upload or transfer to a Cloud Service.
- j. **"Documentation"** means the technical documentation or user manuals normally distributed or made available by us in connection with a Product, including any applicable Cloud Service Guide.
- k. **"Education Services"** means the education and training services provided by us according to our then-current Service-Specific Addenda when such services are purchased.
- l. **"Losses"** means any loss, damage or costs finally awarded or entered into in an approved settlement hereunder (including, without limitation, reasonable attorneys' fees).
- m. **"Malicious Code"** means any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.
- n. **"Named User"** means (i) a single identifiable individual with unique login credentials enabling use of or access to Products; (ii) individuals, collectively deemed one Named User, non-concurrently using a generic login credential enabling use of or access to Products; or (iii) a single individual without login credentials who receives Reports directly from the Products.
- o. **"Order Form"** means an order form entered into between you and a Strategy entity for the use of any Products.
- p. **"Order Term"** means the term of the license or service set forth in an Order Form for the provision or use of the relevant Products, including all renewals in accordance with the Agreement.
- q. **"Products"** means the Software and any other Services. A list of Products is set forth at <https://www.strategysoftware.com/company/product-listing>.
- r. **"Product-Specific Addenda"** means the Product-Specific Addenda made available at [strategysoftware.com](https://www.strategysoftware.com)
- 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. **"Reports"** means reports, analyses, dashboards, dossiers and other similar output generated by your use of Products.
- u. **"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 Products 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).
- v. **"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.
- w. **"Services"** means Cloud Services (including the cloud-hosted version of the Software deployed thereunder), Technical Support Services, Education Services, Consulting Services and any other services identified in an Order Form.
- x. **"Service-Specific Addenda"** means the Service-Specific Addenda made available at [strategysoftware.com](https://www.strategysoftware.com), as modified from time to time by us.

- y. **“Software”** means a generally available software product identified on an Order Form that is licensed or made available to you pursuant to the terms of the Agreement.
- z. **“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.
- aa. **“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 strategysoftware.com, as modified from time to time by us.
- bb. **“Territory-Specific Addenda”** means the Territory-Specific Addenda made available at strategysoftware.com, as modified from time to time by us.
- cc. **“Update”** means a later commercial release of a Product made available after you access or use the Product.

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)	MicroStrategy Incorporated, 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, Avenida Olazabal 1515, piso 3, Oficina C "304", Ciudad Autónoma de Buenos Aires, (C1428DGG), 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	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Austria	MicroStrategy Austria GmbH , with offices at Regus Business Center Twin Tower, Wienerbergstrasse 11, 1100 Wien	Austria	Vienna	MicroStrategy Incorporated, 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 Avenue du Port 86C / 204, 1000 Bruxelles, Belgium	Belgium	Brussels	MicroStrategy Incorporated, 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	MicroStrategy Brasil Ltda., Attention: Legal Representative, at Rua Irmã Gabriela 51, office 413, Cidade Monções, São Paulo / São Paulo, CEP: 04.571-130, Brazil; 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	MicroStrategy Incorporated, 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 Axelortv, c/o Gorrisen Federspiel, 1609 København V, Denmark	Denmark	Maritime and Commercial Court of Copenhagen	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
France	MicroStrategy France SARL , with offices at 88 Avenue Charles de Gaulle, 92200 Neuilly-sur-Seine, France	France	Courts of the Paris Court of Appeal	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Germany	MicroStrategy Deutschland GmbH , with offices at Gustav-Heinemann-Ufer 56, 50968 Cologne, Germany	Germany	Cologne	MicroStrategy Incorporated, 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 58 Harakevet St., Tel Aviv 6777016 Attn: Barnea & Co. Law Offices	England and Wales	England and Wales	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Italy	MicroStrategy Italy S.r.l. , with 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 Shin-Hanzomon Bldg, 2nd Floor, 13-1 Ichiban-cho, Chiyoda-ku, Tokyo 102-0082, Japan	Japan	Japan	MicroStrategy Incorporated, 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	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Mexico, Colombia, Uruguay, Bolivia,	MicroStrategy Mexico S. de R.L. de C.V. , with offices at Javier Barros	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,

Paraguay, Peru, Ecuador or any other country located in Central America	Sierra #495, Piso 2 Oficina 154 Col. Desarrollo Santa Fe Álvaro Obregón Ciudad de Mexico, CP 01376, Mexico			Col. Desarrollo Santa Fe, Álvaro Obregón, Ciudad de Mexico, Mexico CP 01376; email: cwrequests@strategy.com
The Netherlands	MicroStrategy Benelux BV , with offices at Keizersgracht 572, 1017 EM, Amsterdam, Netherlands	The Netherlands	Amsterdam	MicroStrategy Incorporated, 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	MicroStrategy Incorporated, 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
South Africa	MicroStrategy South Africa (Proprietary) Limited , with registered offices at Twickenham Building, The Campus Cnr Sloane And Main Street, Bryanston 2191, Johannesburg, South Africa	South Africa	High Court of South Africa	MicroStrategy Incorporated, 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 15, 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, 111 21 Stockholm, Sweden	Sweden	Maritime and Commercial Court of Stockholm	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
Switzerland (DACH)	MicroStrategy Switzerland GmbH , with offices at c/o Rödl & Partner AG, Flurstraße 55, 8048 Zürich	Switzerland	Zurich	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com
United Arab Emirates, Kuwait, Bahrain, Oman, Saudi Arabia, 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 registered offices at Dubai Internet City, Building 20, Floor 1, Office 106, Dubai, United Arab Emirates	England and Wales	England and Wales	MicroStrategy Incorporated, 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	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@strategy.com