



Micro Strategies Inc. Master Agreement

This MASTER AGREEMENT (“Agreement”) is made as of the DAY (the “Effective Date”) by and between Customer and Micro Strategies Inc., a NJ corporation (“MSI”), with an address at 1140 Parsippany Blvd. Parsippany, NJ 07054 (each a “Party” and collectively, the “Parties”) to this Agreement.

Customer and MSI are each a “Party” and collectively, the “Parties.”

1. Agreement Structure

1.1 Scope

This Agreement governs MSI’s provision of:

- **Products:** Hardware (“Hardware”), software (“Software”), or both
- **Services:** All professional, support, or other services MSI provides

1.2 Statements of Work (SOWs)

Products and Services will be further detailed in one or more SOWs, which are incorporated into and governed by this Agreement once signed by both Parties. Each SOW will, as applicable, include:

- Description of Products and Services
- Customer and third-party responsibilities
- Deliverables
- Delivery schedule
- Pricing and payment terms
- Any additional project-specific requirements

1.3 Order of Precedence

If there is a conflict, the terms of an SOW prevail over the terms of this Agreement.

2. Definitions

- **Affiliate:** An entity controlling, controlled by, or under common control with a Party.
- **Confidential Information:** Non-public information disclosed by one Party to the other, in any form, that is designated as confidential or would reasonably be understood as confidential.
- **Deliverables:** All Products, Services, work output, and materials MSI is obligated to deliver under an SOW.
- **Intellectual Property (IP):** All intellectual property rights, including copyrights, patents, trademarks, trade secrets, and related rights.
- **Licensed Products:** Software, hardware, data, documentation, or other materials provided under a license.
- **MSI Content:** MSI-owned IP and all improvements, modifications, or extensions created in connection with this Agreement or any SOW.

- **Products:** Any hardware, software, subscriptions, documentation, supplies, parts, or upgrades purchased or licensed under this Agreement.
- **Required Consents:** All permissions, licenses, and approvals necessary for MSI to access or use Customer's systems, third-party products, or data to perform the Services.
- **Services:** All professional, support, maintenance, installation, consulting, or other services MSI provides under this Agreement or an SOW.
- **Work Product:** Any materials, software, documentation, reports, or other deliverables created by MSI in performing the Services, excluding MSI Content and third-party materials.

3. Expenses, Invoicing & Payment

3.1 Fees

Customer shall pay all fees for Products, Services, and expenses as set forth in each applicable SOW or invoice. Service fees may be fixed-price or time-and-materials (T&M).

3.2 Exclusions

Unless specifically stated in an SOW, prices exclude:

- Shipping, insurance, and delivery
- Installation, site preparation, electrical/environmental requirements
- Testing, maintenance, or any additional services

3.3 Taxes

- Customer is responsible for all taxes, duties, and fees arising from the purchase, use, or delivery of Products and Services, except taxes based on MSI's net income or payroll.
- MSI may invoice applicable taxes unless Customer provides a valid exemption certificate.
- If MSI must pay a tax on Customer's behalf, Customer shall promptly reimburse MSI.
- MSI will separately state all applicable taxes on invoices and remit collected taxes as required by law.

3.4 Travel & Expenses

Customer will reimburse MSI for reasonable, pre-approved travel and living expenses that:

- Comply with Customer's travel policy
- Are supported by appropriate documentation

3.5 Invoicing

Each invoice must reference the applicable SOW and include supporting detail for fees and expenses.

3.6 Payment Terms

Invoices are due **NET 30 days** from the invoice date unless an SOW specifies otherwise. Late payments may incur interest at the lesser of **1.5% per month** or the maximum rate permitted by law. MSI may suspend performance of Services if any undisputed invoice is more than 60 days past due.

3.7 Returns

Returns require **prior written return authorization** from MSI.

4. Title & Risk of Loss

4.1 Title

MSI retains title and a security interest in all Products until Customer pays the full purchase price.

4.2 Software Ownership

Software ownership remains with the applicable manufacturer, licensor, or distributor and is governed by their license terms.

4.3 Risk of Loss

Risk of loss transfers to Customer upon delivery to the carrier FOB origin or Customer directly (if MSI delivers). Loss or damage after delivery does not relieve Customer of payment obligations.

5. Intellectual Property Ownership

5.1 Pre-Existing IP

Each Party retains ownership of its own pre-existing IP and any IP developed outside this Agreement.

5.2 MSI IP and MSI Content

MSI retains exclusive ownership of:

- Its IP and trade secrets
- Any improvements, modifications, or extensions created in connection with an SOW
- Intermediate and final Work Products incorporating MSI IP ("MSI Content")

5.3 License to Customer

To the extent MSI Content is included in Deliverables, MSI grants Customer a worldwide, paid-up, royalty-free, irrevocable, perpetual, transferable, and sublicensable (to Affiliates and approved third-party providers) license to use, copy, modify, and create derivative works of the MSI Content solely for Customer's internal business use of the Deliverables.

5.4 Third-Party IP

Third-party products and services remain owned by the third-party supplier and are governed by the supplier's license agreement (including click-through, shrink-wrap, web-wrap, browse-wrap, etc.). Customer must ensure personnel installing third-party licensed products are authorized to accept the applicable license terms.

5.5 Customer Ownership

Customer retains ownership of all Customer IP and all Customer-owned elements incorporated into Deliverables, excluding MSI Content and third-party IP.

5.6 Residual Knowledge

MSI and its partners may use general knowledge, ideas, and know-how retained in unaided memory, provided no Customer Confidential Information is used.

5.7 Feedback

All suggestions or feedback provided by Customer regarding MSI Products or Services become MSI's property. Customer assigns to MSI all IP rights in such feedback.

6. Updates, Fixes & Patches

6.1 License Terms

Updates, fixes, or patches are subject to the applicable license agreement. New terms take precedence if provided.

6.2 Discontinuation of Prior Versions

Customer must discontinue use of any replaced or superseded version when an update is installed.

7. Licensed Product Delivery

7.1 Licensed Products

Licensed Products include Software, Hardware, Data, documentation, and related materials.

7.2 Licensing

MSI and third-party software is licensed, not sold.

7.3 Authorization

Only Customer-authorized personnel may install licensed software. Customer is responsible for ensuring proper licensing and registration.

7.4 MSI Licensed Products

MSI Licensed Products are delivered:

- As IP subject to Section 5
- Under the license specified in the SOW
- In compiled or source format, with source code treated as Confidential Information

7.5 Third-Party Licensed Products

Provided in accordance with the applicable third-party license agreement.

7.6 Use of Third-Party & MSI Components

MSI will notify Customer of all material third-party and MSI-owned components incorporated into Deliverables and obtain Customer's approval.

7.7 Proprietary Notices

Customer must not remove or alter proprietary notices on any Products or materials.

8. Services

8.1 Customer Responsibilities

Customer acknowledges that their timely cooperation is essential to MSI's performance. Customer agrees to:

- Provide access, resources, information, and decisions needed to perform the Services
- Respond reasonably and in a timely manner to MSI requests
- Ensure all Required Consents are obtained (Section 9)

8.2 Installation Environment

If the Services include delivery, modification, maintenance, or installation of Hardware or Software, Customer must provide an installation environment that meets MSI's reasonable specifications.

8.3 Limitations Due to Customer Delays

MSI is not liable for delays or deficiencies resulting from:

- Customer's failure to provide timely support
- Customer system complications
- Unanticipated Customer requests
- Conditions outside MSI's reasonable control

9. Required Consents

9.1 Definition

"Required Consents" are all permissions necessary for MSI or its subcontractors to access or use Customer or third-party systems, software, hardware, or data to perform the Services without infringing third-party rights.

9.2 Customer Obligations

Customer must obtain and provide all Required Consents. Customer is responsible for all associated fees.

9.3 Failure to Obtain Consents

If Required Consents are not obtained, MSI is not responsible for delays or inability to perform Services caused by such failure.

10. Deliverable Acceptance

10.1 Acceptance Criteria

Acceptance procedures and criteria will be specified in the applicable SOW.

10.2 Deemed Acceptance

If the SOW specifies deemed acceptance (e.g., based on time period or use), those terms will apply.

11. Confidentiality

11.1 Definition of Confidential Information

"Confidential Information" includes all non-public business, technical, financial, personal, or other information disclosed by a Party, whether written, oral, electronic, or otherwise, that is:

- Labeled or identified as confidential, or
- Reasonably understood to be confidential based on its nature or the circumstances

Confidential Information includes, without limitation:

- Trade secrets, inventions, processes, designs, algorithms, software
- Pricing, business plans, marketing strategies
- Customer/employee/vendor information including personal data
- The terms of this Agreement and related negotiations

11.2 Exclusions

Confidential Information does not include information that:

- a. Is or becomes public without breach
- b. Was already rightfully in the Receiving Party's possession
- c. Is lawfully received from a third party without restriction
- d. Is independently developed without use of Confidential Information
- e. Is approved for release in writing by the Disclosing Party

11.3 Use and Disclosure

The Receiving Party shall:

- Only use Confidential Information to perform under this Agreement
- Limit access to personnel and contractors with a legitimate need-to-know
- Ensure all such personnel are bound by confidentiality obligations at least as protective as this Agreement
- Remain responsible for any breach by its representatives

11.4 Protection

Each Party shall protect Confidential Information using the same degree of care it uses for its own confidential information, but no less than reasonable care.

11.5 Return or Destruction

Upon request or upon termination, the Receiving Party must return or destroy Confidential Information and confirm destruction in writing, except for:

- Archival copies retained for legal or compliance purposes
 - Backup copies not reasonably accessible
- Such retained copies remain subject to confidentiality obligations.

11.6 No Reverse Engineering

Neither Party may reverse engineer, decompile, or disassemble hardware or software received from the other, except as expressly permitted.

11.7 Compelled Disclosure

If required by law to disclose Confidential Information, the Receiving Party must:

- Provide prompt written notice (if legally permissible)
- Disclose only what its counsel determines is legally required
- Seek confidential treatment where possible

11.8 No Warranty

Confidential Information is provided “as is” without warranty of accuracy or completeness.

11.9 Indemnity

Each Party will indemnify the other for third-party claims arising from its wrongful or negligent disclosure of a third party’s confidential information.

11.10 Injunctive Relief

Unauthorized disclosure may cause irreparable harm. The Disclosing Party may seek injunctive or equitable relief without posting bond.

12. Data Protection

12.1 Compliance

Each Party shall comply with all applicable data protection and privacy laws.

12.2 Roles

To the extent MSI processes personal data on Customer’s behalf:

- MSI acts as the data processor
- Customer acts as the data controller unless otherwise required by applicable law or expressly agreed in writing

12.3 Customer Authority

Customer represents that it has the legal right to provide personal data to MSI for processing.

12.4 Permitted Processing

MSI will only process personal data as instructed by Customer and as necessary to provide the Services.

12.5 Security Measures

Each Party shall implement appropriate technical and organizational measures to protect personal data against:

- Unauthorized access or use
- Loss, alteration, destruction, or disclosure

12.6 Retention

Personal data shall only be retained as required to perform the Services or as required by law.

13. Indemnification

13.1 MSI Indemnification

MSI shall indemnify, defend, and hold Customer and its officers, directors, employees, contractors, Affiliates, and agents ("Customer Indemnified Parties") harmless from third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) ("Claims") arising from:

- MSI's gross negligence, willful misconduct, or fraud
- Bodily injury, death, or property damage caused by MSI's gross negligence or willful acts
- IP Infringement: A claim that MSI-provided software, hardware, services, or other materials ("MSI Materials") infringe a third party's copyright, patent, trademark, trade secret, or other proprietary right, except to the extent the infringement arises from circumstances described in Section 13.3

13.2 Customer Indemnification

Customer shall indemnify, defend, and hold MSI and its Affiliates, officers, directors, employees, and agents ("MSI Indemnified Parties") harmless from Claims arising from:

- Customer's gross negligence, willful misconduct, or fraud
- Bodily injury, death, or property damage caused by Customer's gross negligence or willful acts
- IP infringement Claims caused by:
 - Customer-provided specifications on which MSI reasonably relied
 - Customer's use of a superseded or modified version of MSI Materials when a non-infringing update was provided
 - Customer's use of MSI Materials outside the agreed license scope
 - Customer's combination of Deliverables with non-MSI products or services that cause infringement

13.3 MSI's Options for IP Claims

If an IP infringement Claim is made or deemed likely, MSI may, at its option:

- Modify the affected MSI Materials to avoid infringement without reducing functionality
- Replace them with non-infringing materials of equivalent functionality
- Obtain rights for Customer to continue using the materials at no additional cost
- Terminate the affected portion of the Agreement or SOW and provide a refund of amounts paid for the affected materials

13.4 Indemnification Procedure

The indemnified Party must:

- Promptly notify the indemnifying Party of the Claim (delay does not relieve obligations except to the extent of prejudice)
- Grant the indemnifying Party full control of the defense and settlement, provided the settlement:
 - Fully releases the indemnified Party
 - Involves monetary damages only
 - Does not admit fault on behalf of the indemnified Party
- The indemnified Party may participate at its own expense
- The indemnifying Party may not settle any Claim imposing obligations or liability on the indemnified Party without its written consent

14. Representations & Warranties

14.1 Mutual Representations

Each Party represents and warrants that:

- It has the legal authority to enter into and perform under this Agreement
- Its performance will not violate any other agreement to which it is a party
- Its Materials do not contain knowingly false or misleading information
- It will comply with all applicable laws, rules, and regulations

14.2 MSI Service Warranty

MSI warrants that it will perform Services:

- In a timely, professional, and workmanlike manner
- In accordance with the specifications in the applicable SOW

14.3 Warranty Remedy

Customer must notify MSI in writing of any nonconforming Products or Services within thirty (30) days of delivery or performance. MSI will, at its expense:

- Re-perform the Services
- Repair or replace the nonconforming Product
- If MSI cannot remedy the issue within a reasonable period, refund the fees paid for the nonconforming portion

14.4 Limitations

MSI's warranty does not apply to defects caused by:

- Unauthorized modifications or repairs
- Improper storage, handling, misuse, or negligence
- Incompatible third-party hardware or software
- Fire, flood, power failure, or other events beyond MSI's control

14.5 No Legal Advice

MSI does not provide legal advice. Customer is solely responsible for complying with laws and obtaining legal counsel when needed.

14.6 No Performance Warranty

MSI does not warrant that:

- Products or Services will be uninterrupted or error-free
- Data or content will be secure or free from loss
- Deliverables will meet Customer's business requirements

14.7 Third-Party Warranties

Warranties for third-party products are provided exclusively by the applicable third-party manufacturer or supplier.

14.8 Disclaimer

Except as expressly provided in this Agreement, all Products and Services are provided "AS IS." MSI disclaims all other warranties, whether express, implied, or statutory, including any warranties of merchantability, fitness for a particular purpose, non-infringement, title, or arising from course of dealing or usage of trade. Customer assumes all risks related to use, including loss of data or interruptions.

15. Disclaimer & Limitation of Liability

15.1 Reliance on Customer Information

MSI may rely on information provided by Customer. MSI is not responsible for errors or losses resulting from inaccurate or incomplete Customer information.

15.2 Data Backup Responsibility

Unless expressly stated otherwise in an SOW, Customer is solely responsible for backing up all data. MSI is not liable for data loss or corruption.

15.3 Exclusion of Damages

To the maximum extent permitted by law, neither Party is liable for any:

- Indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, business, or anticipated savings
- Loss of or damage to data, hardware, or software
- Business interruption Even if the Party was advised of the possibility of such damages.

15.4 Liability Cap

Each Party's total liability for all claims arising under this Agreement shall not exceed the amount paid by Customer to MSI in the twelve (12) months preceding the event giving rise to the claim under the affected SOW.

15.5 Claims Deadline

No action may be brought by either Party more than one (1) year after the cause of action accrues.

15.6 Exceptions

The limitations in this Section do not apply to:

- Breach of confidentiality
- Indemnification obligations
- Gross negligence or willful misconduct

16. Assignment

16.1 Restrictions

Neither Party may assign this Agreement or delegate its obligations without the other Party's prior written consent, not to be unreasonably withheld.

16.2 Permitted Assignments

Either Party may assign this Agreement without consent to:

- An Affiliate
- A successor in connection with a merger, acquisition, or sale of substantially all assets, provided the successor agrees in writing to be bound by this Agreement

16.3 Effect

This Agreement is binding upon and benefits the Parties and their permitted successors and assigns. Any prohibited assignment is void.

17. Force Majeure (Inability to Perform)

17.1 Definition

A Party is excused from performance during any period in which performance is prevented by events beyond its reasonable control, including:

- Acts of God, natural disasters
- War, terrorism, civil unrest
- Power grid failures or significant internet outages
- Strikes or labor disturbances
- Manufacturer delays, transportation issues
- Government actions or orders

17.2 Notice

The affected Party must provide prompt written notice of the force majeure event.

17.3 Right to Terminate

If a force majeure event continues for a commercially unreasonable period, the unaffected Party may terminate the Agreement.

18. Non-Solicitation

18.1 No Hiring of Key Personnel

During the term of this Agreement and for twelve (12) months thereafter, neither Party shall actively recruit or solicit the other Party's employees or subcontractors who are actively engaged in performing under this Agreement, without prior written consent.

18.2 General Recruiting

This restriction does not apply to:

- Responses to general job postings or advertisements
- Employees independently seeking employment without targeted solicitation

18.3 Remedies

Breach of this section may entitle the non-breaching Party to injunctive relief and the right to terminate the Agreement.

19. Relationship of the Parties

19.1 Independent Contractors

The Parties are independent contractors. Nothing creates a partnership, joint venture, or agency relationship.

19.2 No Authority to Bind

Neither Party may bind the other or incur obligations on the other's behalf unless expressly authorized in writing.

19.3 Employees

MSI's personnel remain MSI's employees. MSI (and its subcontractors) are responsible for employment taxes, compensation, benefits, and compliance with employment laws.

20. Term & Termination

20.1 Term

The initial term begins on the Effective Date and continues for one (1) year. The Agreement automatically renews for successive one-year periods unless either Party provides sixty (60) days' written notice prior to a renewal date.

20.2 Termination for Convenience

Either Party may terminate this Agreement or any SOW on sixty (60) days' written notice.

20.3 Payment Upon Termination

Upon termination, MSI is entitled to payment for:

- Services performed and Products delivered through the termination effective date
- Non-cancelable commitments incurred for the benefit of Customer, provided MSI uses commercially reasonable efforts to mitigate such costs

20.4 Effect on SOWs

If an SOW has begun performance, the Parties shall complete it unless they mutually agree otherwise. Performance begins when MSI has ordered or irrevocably committed to order any required Product.

20.5 Termination for Breach

Either Party may terminate this Agreement for material breach if the breach is not cured within fifteen (15) days after written notice.

20.6 Survival of Obligations

Obligations accrued prior to termination survive. Any provision that by its nature should survive termination shall do so, including confidentiality, payment obligations, warranties, indemnities, and limitations of liability.

21. Notices

21.1 Form of Notice

Notices must be in writing and will be deemed delivered:

- When personally delivered
- Three (3) days after certified or registered mail
- When sent by confirmed electronic transmission (email)
- When delivered by nationally recognized courier service

21.2 Addresses

Notices shall be sent to the addresses specified in the Agreement or most recent updated address provided in writing.

Vendor Address:
Micro Strategies Inc. 1140 Parsippany Blvd. Parsippany, NJ 07054 Telephone: 973-625-7721 Facsimile: 973-625-5130 Attn: Email:

21.3 Electronic Signatures

Electronic signatures and PDF copies are treated as originals.

22. Waiver

Failure to enforce any provision does not constitute a waiver. A waiver is effective only if in writing and applies only to the specific instance.

23. Survival

Any provision intended to survive termination, including confidentiality, indemnification, payment obligations, and limitations of liability, shall survive.

24. Headings

Section headings are for convenience only and do not affect interpretation.

25. Execution

This Agreement may be executed in counterparts, each of which is an original. Together they form one agreement. Electronic signatures are valid.

26. Dispute Resolution & Governing Law

26.1 Good-Faith Resolution

The Parties shall attempt to resolve disputes in good faith before initiating formal proceedings.

26.2 Waiver of Jury Trial

Each Party waives the right to a jury trial in any action relating to this Agreement.

26.3 Attorney's Fees

The prevailing Party in any litigation or arbitration may recover reasonable attorneys' fees and costs.

26.4 Governing Law & Venue

This Agreement is governed by the laws of the State of New Jersey, without regard to conflict-of-law rules. The Parties submit to exclusive jurisdiction of the state and federal courts located in Morris County, New Jersey.

26.5 Exclusions

The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply.

27. Entire Agreement

This Agreement, including all SOWs and attachments, constitutes the entire agreement between the Parties and supersedes all prior agreements, proposals, or communications relating to its subject matter. No modification is effective unless in writing and signed by both Parties.

28. Electronic Signatures and Facsimiles Binding

This Agreement and related documents may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and electronic acceptance will be deemed binding between the Parties. Customer acknowledges and agrees it will not contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Customer further acknowledges and agrees that it will not contest the validity or enforceability of an electronically transmitted or signed copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Electronically transmitted signatures shall be considered valid signatures as of the date hereof. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
