GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!,* a menu-driven database system. The INTERNET address for GSA *Advantage!* is http://www.gsaadvantage.gov

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software and Services

CONTRACT NUMBER: GS-35F-0846P

CONTRACT PERIOD: September 8, 2004 – September 7, 2019. Price list current through Modification PA-64 dated February 16, 2016.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

CONTRACTOR: MicroStrategy Services Corporation
    1850 Towers Crescent Plaza
    Tysons Corner, VA 22182
    703-848-8600
    703-832-1313 (fax)
    www.microstrategy.com

CONTRACTOR'S ADMINISTRATION SOURCE: Hong Lee, honglee@microstrategy.com

BUSINESS SIZE: Large Business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
132-33	Perpetual Software Licenses
132-34	Maintenance of Software
132-50	Training
132-51	IT Professional Services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

SIN	MODEL	PRICE
132-32	MicroStrategy Mobile Named User License	$213.35
132-34	Standard Technical Support Services for MicroStrategy Mobile Named User License	$46.94
132-50	Unitary Learning Unit	$556.68
132-51	Associate Consultant	$79.34

2. MAXIMUM ORDER*:

132-33 (Perpetual Software Licenses) and 132-34 (Maintenance of Software) - $500,000
132-50 (Training) - $25,000
132-51 (IT Professional Services) - $500,000.

*If the best value selection places your order over the Maximum Order identified in this catalog/price list, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: $100.

4. GEOGRAPHIC COVERAGE: Domestic, 50 States, DC, Puerto Rico and US Territories.

5. POINT(S) OF PRODUCTION: Products are U.S.-made end products or designated country end products.

6. DISCOUNT FROM LIST PRICES: Prices shown herein are net (discount deducted).

7. QUANTITY DISCOUNT(S): None

8. PROMPT PAYMENT TERMS: Net 30.

9.a. Government Purchase Cards are accepted at or below the micro-purchase threshold.

9.b. Government Purchase Cards are accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: Products are U.S.-made end products or designated country end products.

11a. TIME OF DELIVERY: 30 days after receipt of order for SIN 132-33 and SIN 132-50, but please note that software is generally delivered by electronic download. To be negotiated between the ordering activity and contractor at time of order for SIN 132-51.

11b. EXPEDITED DELIVERY: Software is available for delivery by electronic download.

11c. OVERNIGHT AND 2-DAY DELIVERY: Software is available for delivery by electronic download.

11d. URGENT REQUIRMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. FOB POINT: Destination.

13a. ORDERING ADDRESS: Same as Contractor's address.

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT ADDRESS: MicroStrategy Services Corporation, P.O. Box 409671, Atlanta, GA 30384

15. WARRANTY PROVISION: See Terms and Conditions Applicable to Perpetual Software Licenses (Special Item Number 132-33) and Maintenance (Special Item Number 132-34) of General Purpose Commercial Information Technology Software.

16. EXPORT PACKING CHARGES: Not applicable.

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: Accepted at or below and above the micro-purchase level.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for EIT: Information available upon request.

25. DUNS NUMBER: 619199214

26. NOTIFICATION REGARDING REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT: Contractor has registered with the System for Award Management.

**TERMS AND CONDITIONS APPLICABLE TO
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND
MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

MicroStrategy Definitions are detailed in Schedule A of this pricelist. MicroStrategy License Grants and supplemental terms for licenses and services are detailed in Schedule B of this pricelist.

1.   INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity shall accept the software upon physical receipt of the media and documentation. Defects in material, workmanship, or software performance will be handled in accordance with paragraph 2. below. The ordering activity reserves the right to inspect or test any software that has been delivered. The ordering activity may require repair or replacement of software which is not in conformance with the technical specifications set forth in the Documentation at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within the warranty period; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2.   GUARANTEE/WARRANTY

a.   Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

MicroStrategy warrants for a period of six (6) months from the Effective Date of the applicable Order that the unmodified Software obtained thereunder will perform in substantial conformance with the technical specifications set forth in the Documentation.

MicroStrategy warrants the CD-ROMs, diskettes or other media on which the Software is provided to Licensee to be free of defects in materials and workmanship under normal use for thirty (30) days from the Effective Date of the applicable Order.

MicroStrategy does not warrant that the Products will meet Licensee's requirements, that the Products will operate in the combinations that Licensee may select for use, that the operation of the Products will be uninterrupted or error-free or that all Product errors will be corrected.

For any breach of the warranties, Licensee's exclusive remedy, and MicroStrategy's entire liability, shall be:

- for Software, at MicroStrategy's sole discretion, (1) the correction of Software errors that caused the breach of the warranty, (2) replacement of the Software, or (3) return of the fees paid to MicroStrategy for the license of such Software;

- for media, the replacement of defective media.

b.   THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY MICROSTRATEGY AND ITS LICENSORS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

c.   Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

IN NO EVENT SHALL MICROSTRATEGY, ITS LICENSORS, OR LICENSEE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN

ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MICROSTRATEGY'S AND ITS LICENSOR'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE, AND IF SUCH DAMAGES RESULT FROM LICENSEE'S USE OF THE PRODUCT OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE RELEVANT PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY.

3.   TECHNICAL SERVICES

The Contractor shall provide technical support and maintenance in accordance with its then-current technical support policy located at http://www.microstrategy.com/Support/Policies.

4.   SOFTWARE MAINTENANCE

a.   Software maintenance service shall include the following:

The offerings are described at http://www.microstrategy.com/Support/

b.   Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

The Technical Support fees in any order shall be the charges for Technical Support and Maintenance for a period of one year commencing on the date of the invoice. Upon expiration of the initial year of service, if the Government chooses to renew Technical Support in the second year, it will renew at an amount equal to the Technical Support fees in the initial year of service.

5.   PERIODS OF MAINTENANCE (132-34)

a.   The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b.   Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c.   Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d.   Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e.   Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6.   UTILIZATION LIMITATIONS - (132-33 AND 132-34)

a.   Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b.   When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1)	Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2)	Software licenses are sold as nonexclusive and nontransferable user or server licenses, and may be purchased by sites and by ordering activities. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software, provided that the total number of CPU's, servers, users, and instances does not exceed the number of access licenses purchased, and is in accordance with the limitations and rights granted by each license as described in the pricelist. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3)	Except as is provided in paragraph 6.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4)	The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility within the licensed site of the licensed ordering activity to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
Licensee agrees that the Software and its technical Documentation contain MicroStrategy confidential information. Except as otherwise stated herein, Licensee agrees not to disclose any MicroStrategy confidential information or the results of any benchmark tests of the Software to any third party.

(5)	"Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.
(6)	MicroStrategy may audit Licensee's use of the Products after ten (10) days written notice. Any such audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. If an audit reveals unauthorized use or use in excess of licensed capacity, Licensee shall pay MicroStrategy for such use (including 150% of the technical support fees which would have been paid during the term of such use) at published MicroStrategy prices in effect at the time the audit is completed. The audit shall be at MicroStrategy's expense, however, if the underpaid fees exceed five percent (5%) of the license fees paid, then Licensee shall pay MicroStrategy's reasonable costs of conducting the audit. Instead of, or in addition to, an audit MicroStrategy reserves the right to request a written statement of compliance with the terms of this Agreement and applicable Orders, and Licensee shall comply with such request.

(7)	Products acquired with United States Federal Government funds or intended for use within or for any United States federal agency are provided in accordance with FAR 12.212, Computer Software (October 1995), 52.227-19, Commercial Computer Software. Restricted Rights (June 1987), and DFARS part 227.7202, Commercial Computer Software and Commercial Computer Software Documentation (October 1998).

7.   SOFTWARE CONVERSIONS - (132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

The above monetary credit will only apply to a version of previously purchased software that has minimal differences in features, functionality and price at the time of the conversion request ("Platform Exchange"). This section does not apply to software releases that are deemed to be new products by MicroStrategy. A Platform Exchange will not result in any additional consideration paid to MicroStrategy.

8.   DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1.   SCOPE

a.   The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b.   The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2.   ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3.   TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4.   CANCELLATION AND RESCHEDULING

a.   The ordering activity will notify the Contractor at least 10 business days before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b.   In the event the ordering activity fails to cancel or reschedule a training course within 6-10 business days before commencement, the ordering activity will be liable for the contracted dollar amount of the training course. In the event the ordering activity fails to cancel or reschedule a training course within within 5 business days before commencement, the ordering activity will be liable for 75% of the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within thirty(30) days from the original course date, at no additional charge.

c.   The ordering activity reserves the right to substitute one student for another up to the first day of class.

d.   In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5.   FOLLOW-UP SUPPORT

Subject to instructor availability, the Contractor agrees to provide each student with limited telephone support for a period of one (1) week from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6.   PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
(2) The length of the course;
(3) Mandatory and desirable prerequisites for student enrollment;
(4) The minimum and maximum number of students per class;
(5) The locations where the course is offered;
(6) Class schedules; and
(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

MicroStrategy will provide a T&E estimate in accordance with the paragraph e. above for classes at the time of each request for quotation.

9. TERMS APPLICABLE TO A PURCHASE OF EDUCATION PACKAGES AND LEARNING UNITS

Learning Units:
    (a) are valid for 12 months from the effective date of purchase;
    (b) are non-refundable;
    (c) cannot be used towards the purchase of eTrainer products;
    (d) cannot be used towards the purchase of Perennial Education Passes.

Learning Units can be used towards the purchase of:
    (a) onsite courses,
    (b) public, regional courses;
    (c) courseware customization;
    (d) education consulting.

If Licensee elects to redeem Learning Units for onsite training, Licensee is responsible for paying reasonable instructor travel and living expenses. If Licensee elects to use a MicroStrategy training center for the delivery of a course, Licensee agrees to pay $1,000/day in facility rental fees.

MicroStrategy retains all intellectual property and other rights in the various education services offerings and course materials. Such education service offerings and course materials are MicroStrategy Confidential Information. Licensee shall not be entitled to copy any MicroStrategy education materials.

MicroStrategy's liability to Licensee or any third party for any claim relating to education services provided under this Agreement shall be limited to the education fees paid under this Agreement. Under no circumstances shall MicroStrategy be liable to Licensee or any third party for indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use.

Learning Unit Redemption: Learning Units may be redeemed as on the Learning Unit Redemption Chart located at

http://www.microstrategy.com/licensing.

followed only upon acceptance of the order by MicroStrategy.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1.   SCOPE

a.   The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b.   The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2.   PERFORMANCE INCENTIVES

a.   Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

b.   The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c.   Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3.   ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (G-FCI-920) (MAR 2003)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over $100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a)   When ordering services, ordering activities shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i)   A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii)   The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order

shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii)   The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv)   The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(i)   The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.

(ii)   For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.

(iii)   In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.

(iv)   Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b)   The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

(1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2)above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

5. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c.   The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d.   Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

6.   STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a)   The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

        (1)   Cancel the stop-work order; or

        (2)   Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b)   If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

        (1)   The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

        (2)   The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c)   If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d)   If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

7.   INSPECTION OF SERVICES

        The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

8.   RESPONSIBILITIES OF THE CONTRACTOR

        The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply.

9.   RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

10. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

11. ORGANIZATIONAL CONFLICTS OF INTEREST

a.   Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b.   To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

12. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

13. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate II (DEC 2002) applies to labor-hour orders placed under this contract.

14. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

15. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

16.   APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

17.   DESCRIPTION OF IT SERVICES AND PRICING

a.   The Contractor shall provide a description of each type of IT Service offered under Special Item Number 132-51. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b.   Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

COMMERCIAL JOB TITLE: SENIOR PRINCIPAL CONSULTANT

Minimum/General Experience: 8+ years of consulting or management experience. Understanding of core Business Intelligence (BI)/Data warehousing technology including RDBMS such as SQL Server, Oracle, DB2, and Teradata, Web, Client/Server, and OLAP.

Functional Responsibility: Handles the most demanding assignments, from departmental data mining engagements to enterprise-wide e-business solutions implemented by cross-functional teams. Performs information systems needs assessment and information gathering and recommends appropriate business systems and IT infrastructure for MicroStrategy customers. Performs data modeling, application development, technical product assistance and tuning. Specifies business systems (inputs, outputs, data, human and automated interfaces) to meet information processing objectives for MicroStrategy's software platform. Understands software implementation best practices and is extremely knowledgeable about the MicroStrategy technology and architecture.

Minimum Education: Bachelor's Degree or equivalent degree in a business, technical or related field.

COMMERCIAL JOB TITLE: PRINCIPAL CONSULTANT

Minimum/General Experience: Broad experience in Data Warehouse and Decision Support Systems requirements and implementation, including data and business modeling, performance tuning and monitoring, problem analysis and resolution, software applications support, prototyping, software installation and setup. Practical knowledge in scheduling, budgeting, task definition and assignment, and preparation of deliverables with 6-10 years related experience.

Functional Responsibility: Oversees clients and consultant team in formulating requirements, scheduling resources, applying best practices and meeting development and deployment objectives.   Acts as customer's primary point of contact into MicroStrategy consulting and education organization, providing overall technical account oversight.

Minimum Education: Bachelor's Degree in relevant field.

COMMERCIAL JOB TITLE: SENIOR CONSULTANT

Minimum/General Experience: Extensive experience in Data Warehouse and Decision Support systems implementation, including data and business modeling, performance tuning and monitoring, problem analysis and resolution, software applications support, prototyping, software installation and setup with 4-8 related experience.

Functional Responsibility: Aids customers in the proper use of MicroStrategy products, through prototyping, installation support, Rapid Application Development (RAD), and business analysis. Provides technical expertise and leadership to teams of consultants for complex software installations.

Minimum Education: Bachelor's Degree in Computer Science or equivalent.

COMMERCIAL JOB TITLE: CONSULTANT

Minimum/General Experience: Focused experience in Data Warehouse and Decision Support systems implementation, including data and business modeling, performance tuning and monitoring, problem analysis and resolution, software applications support, prototyping, software installation and setup with 2-5 years related experience.

Functional Responsibility: Aids customers in the proper use of MicroStrategy products, through prototyping, installation support, Rapid Application Development (RAD), and business analysis. Provides direct technical expertise for complex software installations.

Minimum Education: Bachelor's Degree in Computer Science or equivalent.

COMMERCIAL JOB TITLE: SENIOR ASSOCIATE CONSULTANT

Minimum/General Experience: 1-3 years of consulting experience. Understanding of core Business Intelligence (BI)/Data warehousing technology including RDBMS such as SQL Server, Oracle, DB2, and Teradata, Web, Client/Server, and OLAP.

Functional Responsibility: Provides billable consulting support to achieve account objectives and production success. Services may include: product installation and implementation, enhancement, integration or audit to meet customer business requirements. Performs information systems needs assessment, information gathering and recommends appropriate business systems and IT infrastructure for MicroStrategy customers. Performs data modeling, application development, technical product assistance and tuning to meet customer performance and functional requirements. Specifies business systems (inputs, outputs, data, human and automated interfaces) to meet information processing objectives for MicroStrategy's software platform.

Minimum Education: Bachelor's Degree or equivalent degree in a business, technical or related field.

COMMERCIAL JOB TITLE: ASSOCIATE CONSULTANT

Minimum/General Experience: Extensive training in MicroStrategy's Data Warehouse and Decision Support systems implementation, including data and business modeling, performance tuning and monitoring, problem analysis and resolution, software applications support, prototyping, software installation and setup with 0-3 years related experience.

Functional Responsibility: Supports customers in the proper use of MicroStrategy products, through prototyping, installation support, Rapid Application Development (RAD), and issue resolution. Provides direct technical expertise for complex software installations.

Minimum Education: Bachelor's Degree in Computer Science or equivalent

Resumes shall be provided upon request.

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USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS

</div>

1.   PREAMBLE

MicroStrategy Services Corporation provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

2.   COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact the Contractor.

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SUGGESTED FORMATS FOR BLANKET PURCHASE AGREEMENTS

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BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)

</div>

In the spirit of the Federal Acquisition Streamlining Act   (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____
Agency   Date

_____
Contractor   Date

_____

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1)   The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL/PART NUMBER   *SPECIAL BPA
                               DISCOUNT/PRICE

_____   _____

_____   _____

(2)   Delivery:

DESTINATION   DELIVERY SCHEDULES
                                        / DATES

_____   _____

_____   _____

(3)   The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4)   This BPA does not obligate any funds.

(5)   This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6)   The following office(s) is hereby authorized to place orders under this BPA:

OFFICE   POINT OF CONTACT

_____   _____
_____   _____

(7)   Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8)   Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a)   Name of Contractor;

(b)   Contract Number;

(c)   BPA Number;

(d)   Model Number or National Stock Number (NSN);

(e)   Purchase Order Number;

(f)   Date of Purchase;

(g)   Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h)   Date of Shipment.

(9)   The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10)   The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.
Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.
Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:
- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

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SCHEDULE A - DEFINITIONS

"Affiliate" shall mean any person, corporation or other entity that, directly or indirectly, controls or is controlled by, or is under common control with, Licensee. "Control" means a majority ownership interest coupled with an ability to direct the actions of the entity.

"Benchmark Test" means any quantitative analysis of the Products or performance of the Products measured in a controlled environment.

"Confidential Information" means any information disclosed by one party to the other party marked "confidential" or disclosed under circumstances that would lead a reasonable person to conclude that the information was confidential, including results of Benchmark Tests. Notwithstanding the foregoing, the Products and MicroStrategy's Knowledgebase shall be considered MicroStrategy's Confidential Information. The following information when disclosed by either party to the other shall be deemed Confidential Information of the disclosing party: inventions, technical specifications, technical know-how, product development plans, program flowcharts, education materials, pricing, marketing plans and customer lists.

"CPU" shall mean a single central processing unit core within a computer. For the purposes of counting the number of CPUs that require licensing, a multicore chip with "n" processor cores shall be counted as "n" CPUs.

"CPU License" shall mean a license to use a Product on a single CPU, in support of an unspecified number of users. To operate a Product against multiple CPUs within the same computer or different computers, multiple CPU Licenses must be purchased. CPU Licenses are limited by processor speed. For example, a 1000 MHz CPU license is restricted to CPU's with processor speeds up to 1000 MHz.

"Designated System" or "DSI" shall mean the name of the MicroStrategy metadata that will be accessed by the Products specified in the Order.

"Effective Date" shall mean the date on which the applicable document (this Agreement or an Order) is signed by both parties or, for Orders in other than the dual-signature format, the date of MicroStrategy acceptance.

"Licensee", "Ordering Activity" or the "Government" means any organization deemed eligible by statute or GSA regulations to use GSA sources of supply and services.

"Named User License" shall mean a license to use a Product under which only one (1) identified user ("Named User") may access the Product or reports or messages generated by the Product. Licensee may permanently replace one Named User with another if the original Named User no longer has access to the Product or to reports or messages generated by the Product.

"Order" shall mean the document (provided by MicroStrategy or otherwise acceptable to MicroStrategy) by which Licensee orders Product licenses and technical support.

"Product" shall mean an unmodified, generally available computer software program listed on the MicroStrategy standard price list identified on an Order accepted by MicroStrategy ("Software"); the user manuals for use of the Software ("Documentation"); and any and all Upgrades to the Software.

"Upgrade" shall mean any subsequent generally available commercial release of the Products. Upgrades shall not include new products that MicroStrategy markets separately.

****

SCHEDULE B – LICENSE GRANT

Except as otherwise stated herein and subject to payment of license fees, MicroStrategy grants to Licensee a non-exclusive and non-transferable license to use the Documentation and Software in executable form solely for Licensee's own internal use in North America in accordance with the terms of this Agreement and the applicable Order. The right of use is granted for specified Products only, even if such Products are delivered on media containing other MicroStrategy products. Licensee shall maintain a reliable system for tracking each CPU and/or Named User, (e.g. a unique identification number).

MicroStrategy shall supply one copy of each Product licensed under this Agreement to Licensee by shipment FOB destination or by making it available to Licensee via an FTP download. Licensee may make copies of licensed Products (1) for production purposes, not exceeding total licensed capacity; or (2) for archival or backup purposes, as reasonably necessary. All copies of the Products are subject to the terms of this Agreement and must display all titles, copyright, and restricted rights notices from the master copy.

Licensee shall not acquire any intellectual property or other rights, express or implied, in or relating to the Products, other than those specified in this Agreement. MicroStrategy or its licensors shall retain all such rights.

Licensee shall not directly or indirectly reverse engineer, disassemble, decompile or translate the Products.

Licensee shall not rent, lease or sublicense the Products, provide third parties with access to the Products through a service bureau, commercial time-sharing arrangement, or ASP arrangement, or use the Products to provide outsourcing or training services.

Licensee may allow the Products to be used by its contractors or agents under a written agreement with Licensee, but only for Licensee's internal use and in accordance with the terms of this Agreement. Licensee shall be fully responsible for any failure of such parties to comply with the terms of this Agreement.

Any separate or additional MicroStrategy software license (including any "click-wrap" license included in the MicroStrategy software) shall not apply. Only the terms of Federal Supply Schedule GS-35F-0846P (including this Schedule Pricelist) shall apply to software licensed under Federal Supply Schedule GS-35F-0846P.

GENERAL TERMS

Confidential Information shall mean any technical information contained in Products or any other technical information or MicroStrategy trade secrets disclosed under this Agreement.

Licensee agrees to receive and hold in confidence and not disclose in any manner to third parties, except its Authorized Agents who require such information to perform their responsibilities for Licensee and are subject to a nondisclosure agreement. Licensee will not sell, lease, license or otherwise transfer with or without consideration, any Products to any third party or permit any third party to reproduce or copy or otherwise use any such Products in any form, and will use its best efforts to ensure that no improper or unauthorized use of the Products is made. Licensee shall not disclose the results of any quantitative analysis of the Products or the performance of the Products to any third party without MicroStrategy's prior written approval.

MICROSTRATEGY GSA SCHEDULE SOFTWARE PRICELIST

Description (SIN 132-33) (see note 1)	License Type (see note 2)	Available Versions of Product (see notes 3, 4)	Part Number	GSA Price (see note 5)	Notes
MicroStrategy Architect	Named User	V 9.3 & Later	archi2	$3,274.56	See note 6
MicroStrategy Desktop	Named User	V 10 & Later	deskt5	$392.95	
MicroStrategy Mobile	Named User	V 9.3 & Later	mobil1	$213.35	
MicroStrategy Mobile	Per CPU-Unrestricted	V 9.3 & Later	mobil3	$196,473.55	
MicroStrategy Server	Named User	V 9.3 & Later	serve1	$785.89	See note 6
MicroStrategy Server	Per CPU-Unrestricted	V 9.3 & Later	serve2	$392,947.10	See note 6
MicroStrategy Web	Named User	V 9.3 & Later	web1	$392.95	See note 6
MicroStrategy Web	Per CPU-Unrestricted	V 9.3 & Later	web2	$196,473.55	See note 6

Notes:
1. For warranty information, please see section 2 of the terms and conditions applicable to perpetual software licenses (Special Item Number 132-33) and maintenance (Special Item Number 132-34) of general purpose commercial information technology software.

2. MicroStrategy offered previously CPU Licenses in clockspeeds ranging from 500 MHz to 4000 MHz. When Licensees with such licenses upgrade, they will receive Prior MHz licenses subject to the previous contractual clockspeed limitation.

3. This column shows the releases which are available under this Schedule Contract so long as the releases are then-generally available.

4. MicroStrategy will deliver to a Licensee the latest generally available release of a Product ordered. If a Licensee requests an earlier release of a Product, then MicroStrategy will deliver both the latest generally available release and the earlier release requested.

5. The GSA Prices are based on the commercial list price of the latest generally available release of Products and reflect the discount negotiated previously with GSA.

6. MicroStrategy's product offerings have been simplified so that Licensees obtain access to the full range of MicroStrategy capabilities available before the simplification through four simple Products – Server, Web, Architect, and Mobile. The illustration below shows how MicroStrategy's previous Products map to the new packaging model.

How MicroStrategy's previous products map to the new packaging model.
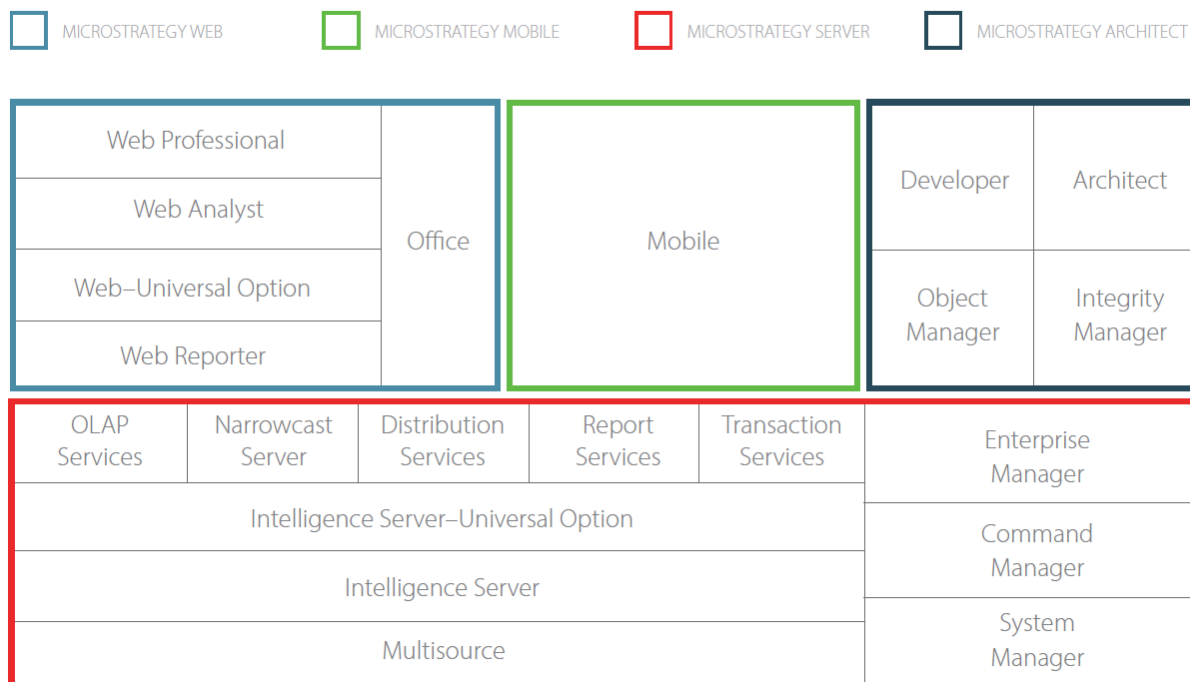
Existing Licensees who are current on their technical support services subscription will inherit, at no charge, the maximum functionality in Legacy Server, Legacy Web, and Legacy Architect as long as they owned one or more of the previous Products that are included in the new Products. These Legacy Products include the same functionality as Server, Web, and Architect, respectively, but they are only for conversions of previous Products and not for purchase.

The type of license (CPU-Unrestricted License or Named User License) that Licensees will receive in the conversion will generally be the type of license they held immediately prior to the conversion. Licensees with clockspeed restricted CPU Licenses will receive Prior MHz licenses of the new Products subject to the previous contractual clockspeed restriction. System Manager and Enterprise Manager were previously licensed on a per Designated System basis, but MicroStrategy will no longer offer that type of license with the new Products. The license type for Legacy Server, which incorporates the functionality of System Manager and Enterprise Manager, will be based on the license type of the other previous Products that are converted to Legacy Server. The license type for Legacy Web will be based on the license type of the Web Reporter Module that is converted to Legacy Web. Licensees which previously purchased software bundles will be converted to the new Products based on the component parts of the bundles. The number of Legacy Server licenses that a Licensee will receive in a conversion is the number of licenses of Intelligence Server Module that the Licensee held immediately prior to the conversion. The number of Named User Licenses of Legacy Web that a Licensee will receive in a conversion is based on the number of named user licenses of Web Reporter Module or the number of Named User Licenses of Office, whichever is greater, that the Licensee held immediately prior to the conversion. The number of CPU-Unrestricted Licenses of Legacy Web that a Licensee will receive in a conversion is based on the number of CPU-Unrestricted Licenses of Web Reporter Module that the Licensee held immediately prior to the conversion. The number of Architect licenses that a Licensee will receive in a conversion is based on the sum of all the licenses of Architect, Developer, Integrity Manager, and Object Manager that the Licensee held immediately prior to the conversion. Licensees may contact their MicroStrategy account executive or MicroStrategy technical support for additional details regarding the conversion to the new Products.

There is no fee for Licensees who are current on their technical support services subscription to convert to the new Products, but they must initiate the conversion through their

account executive or MicroStrategy technical support. Licensees operating on version 9.3 or later do not need to upgrade – they simply need to request a new software license key and apply it to their current environment. Licensees operating on MicroStrategy versions prior to version 9.3 will need to upgrade to version 9.3 or later to get the new Products. If Licensees add Server, Web, or Architect to their existing software configurations, such a purchase will result in a conversion of their existing configurations to Legacy Server, Legacy Web, or Legacy Architect, as applicable, if the Licensees did not previously request the conversion.

For the avoidance of doubt, the conversion discussed in Section 7 of the terms and conditions applicable to perpetual software licenses (special item number 132-33) and maintenance (special item number 132-34) of general purpose commercial information technology software above is not the conversion discussed in this note 6 or note 9.

MicroStrategy made Desktop generally available with the release of version 10 of its software after the product simplification described above. Desktop is not included in any conversion described above.

MICROSTRATEGY GSA SCHEDULE STANDARD TECHNICAL SUPPORT SERVICES PRICELIST

Description (SIN 132-34)	License Type	Versions of Product for which Technical Support Services are Available (see note 7)	Part Number	GSA Price Per Year
Standard Technical Support Services for MicroStrategy Architect	Named User	V 9.4.1 & Earlier	archi1ts	$720.40
Standard Technical Support Services for MicroStrategy Command Manager	Named User	V 9.4.1 & Earlier	comma1ts	$3,602.02
Standard Technical Support Services for MicroStrategy Desktop Designer	Named User	V 9.4.1 & Earlier	deskt4ts	$432.24
Standard Technical Support Services for MicroStrategy Distribution Services Option	Named User	V 9.4.1 & Earlier	distr1ts	$28.82
Standard Technical Support Services for MicroStrategy Distribution Services Option	Per CPU-Unrestricted	V 9.4.1 & Earlier	distr3ts	$14,408.06
Standard Technical Support Services for MicroStrategy Distribution Services Option	Prior MHz	V 9.4.1 & Earlier	distr6ts	See note 8
Standard Technical Support Services for MicroStrategy Enterprise Manager	Per DSI	V 9.4.1 & Earlier	enter1ts	$6,826.98
Standard Technical Support Services for MicroStrategy Integrity Manager	Named User	V 9.4.1 & Earlier	integ1ts	$3,602.02
Standard Technical Support Services for MicroStrategy Intelligence Server Module	Named User	V 9.4.1 & Earlier	intel75ts	$57.63
Standard Technical Support Services for MicroStrategy Intelligence Server Module	Per CPU-Unrestricted	V 9.4.1 & Earlier	intel76ts	$28,816.12
Standard Technical Support Services for MicroStrategy Intelligence Server Module	Prior MHz	V 9.4.1 & Earlier	intel77ts	See note 8
Standard Technical Support Services for MicroStrategy Intelligence Server Universal Option	Named User	V 9.4.1 & Earlier	intel69ts	$43.22
Standard Technical Support Services for MicroStrategy Intelligence Server Universal Option	Prior MHz	V 9.4.1 & Earlier	intel70ts	See note 8
Standard Technical Support Services for MicroStrategy Intelligence Server Universal Option	Per CPU-Unrestricted	V 9.4.1 & Earlier	intel72ts	$21,612.09
Standard Technical Support Services for MicroStrategy MultiSource Option	Named User	V 9.4.1 & Earlier	multi1ts	$28.82
Standard Technical Support Services for MicroStrategy MultiSource Option	Per CPU-Unrestricted	V 9.4.1 & Earlier	multi3ts	$14,408.06
Standard Technical Support Services for MicroStrategy Narrowcast Server Module	Named User	V 9.4.1 & Earlier	narro15ts	$28.82
Standard Technical Support Services for MicroStrategy Narrowcast Server Module	Per CPU-Unrestricted	V 9.4.1 & Earlier	narro17ts	$34,579.35
Standard Technical Support Services for MicroStrategy Narrowcast Server Module	Prior MHz	V 9.4.1 & Earlier	narro20ts	See note 8
Standard Technical Support Services for MicroStrategy Object Manager	Named User	V 9.4.1 & Earlier	objec1ts	$3,602.02
Standard Technical Support Services for MicroStrategy Office	Named User	V 9.4.1 & Earlier	offic1ts	$86.45
Standard Technical Support Services for MicroStrategy OLAP Services Option	Named User	V 9.4.1 & Earlier	olaps32ts	$51.20

Description (SIN 132-34)	License Type	Versions of Product for which Technical Support Services are Available (see note 7)	Part Number	GSA Price Per Year
Standard Technical Support Services for MicroStrategy OLAP Services Option	Per CPU-Unrestricted	V 9.4.1 & Earlier	olaps34ts	$28,816.12
Standard Technical Support Services for MicroStrategy OLAP Services Option	Prior MHz	V 9.4.1 & Earlier	olaps37ts	See note 8
Standard Technical Support Services for MicroStrategy Report Services Option	Named User	V 9.4.1 & Earlier	repor32ts	$57.63
Standard Technical Support Services for MicroStrategy Report Services Option	Per CPU-Unrestricted	V 9.4.1 & Earlier	repor34ts	$28,816.12
Standard Technical Support Services for MicroStrategy Report Services Option	Prior MHz	V 9.4.1 & Earlier	repor37ts	See note 8
Standard Technical Support Services for MicroStrategy System Manager	Per DSI	V 9.4.1 & Earlier	syste1ts	$7,204.03
Standard Technical Support Services for MicroStrategy Transaction Services Option	Named User	V 9.4.1 & Earlier	trans1ts	$28.82
Standard Technical Support Services for MicroStrategy Transaction Services Option	Per CPU-Unrestricted	V 9.4.1 & Earlier	trans2ts	$14,408.06
Standard Technical Support Services for MicroStrategy Web Analyst Option	Named User	V 9.4.1 & Earlier	weban17ts	$51.20
Standard Technical Support Services for MicroStrategy Web Analyst Option	Per CPU-Unrestricted	V 9.4.1 & Earlier	weban19ts	$25,602.02
Standard Technical Support Services for MicroStrategy Web Analyst Option	Prior MHz	V 9.4.1 & Earlier	weban22ts	See note 8
Standard Technical Support Services for MicroStrategy Web Professional Option	Named User	V 9.4.1 & Earlier	webpr17ts	$33.69
Standard Technical Support Services for MicroStrategy Web Professional Option	Per CPU-Unrestricted	V 9.4.1 & Earlier	webpr19ts	$21,612.09
Standard Technical Support Services for MicroStrategy Web Professional Option	Prior MHz	V 9.4.1 & Earlier	webpr22ts	See note 8
Standard Technical Support Services for MicroStrategy Web Reporter Module	Named User	V 9.4.1 & Earlier	webre15ts	$28.82
Standard Technical Support Services for MicroStrategy Web Reporter Module	Per CPU-Unrestricted	V 9.4.1 & Earlier	webre17ts	$14,408.06
Standard Technical Support Services for MicroStrategy Web Reporter Module	Prior MHz	V 9.4.1 & Earlier	webre20ts	See note 8
Standard Technical Support Services for MicroStrategy Web Universal Option	Named User	V 9.4.1 & Earlier	webun52ts	$36.02
Standard Technical Support Services for MicroStrategy Web Universal Option	Per CPU-Unrestricted	V 9.4.1 & Earlier	webun54ts	$18,010.08
Standard Technical Support Services for MicroStrategy Web Universal Option	Prior MHz	V 9.4.1 & Earlier	webun57ts	See note 8
Standard Technical Support Services for MicroStrategy Analyst User	Named User	V 9.4.1 & Earlier	analy4ts	$316.98
Standard Technical Support Services for MicroStrategy Analyst User	Per CPU-Unrestricted	V 9.4.1 & Earlier	analy5ts	$158,488.66
Standard Technical Support Services for MicroStrategy BI Modeler	Named User	V 9.4.1 & Earlier	bimod2ts	$5,309.37
Standard Technical Support Services for MicroStrategy Consumer User	Named User	V 9.4.1 & Earlier	consu4ts	$259.35
Standard Technical Support Services for MicroStrategy Consumer User	Per CPU-Unrestricted	V 9.4.1 & Earlier	consu5ts	$129,672.54
Standard Technical Support Services for MicroStrategy Email Delivery	Named User	V 9.4.1 & Earlier	email4ts	$172.90
Standard Technical Support Services for MicroStrategy Email Delivery	Per CPU-Unrestricted	V 9.4.1 & Earlier	email5ts	$86,448.36
Standard Technical Support Services for MicroStrategy Mobile User	Named User	V 9.4.1 & Earlier	mobil5ts	$280.96
Standard Technical Support Services for MicroStrategy Mobile User	Per CPU-Unrestricted	V 9.4.1 & Earlier	mobil6ts	$231,271.54
Standard Technical Support Services for MicroStrategy Power User	Named User	V 9.4.1 & Earlier	pro1ts	$360.20

Description (SIN 132-34)	License Type	Versions of Product for which Technical Support Services are Available (see note 7)	Part Number	GSA Price Per Year
Standard Technical Support Services for MicroStrategy Power User	Per CPU-Unrestricted	V 9.4.1 & Earlier	pro2ts	$180,100.76
Standard Technical Support Services for MicroStrategy Architect	Named User	V 9.3 & Later	archi2ts	$720.40
Standard Technical Support Services for MicroStrategy Desktop	Named User	V 10 & Later	deskt5	$86.45
Standard Technical Support Services for MicroStrategy Mobile	Named User	V 9.3 & Later	mobil1ts	$46.94
Standard Technical Support Services for MicroStrategy Mobile	Per CPU-Unrestricted	V 9.3 & Later	mobil3ts	$43,224.18
Standard Technical Support Services for MicroStrategy Server	Named User	V 9.3 & Later	serve1ts	$172.90
Standard Technical Support Services for MicroStrategy Server	Per CPU-Unrestricted	V 9.3 & Later	serve2ts	$86,448.36
Standard Technical Support Services for MicroStrategy Web	Named User	V 9.3 & Later	web1ts	$86.45
Standard Technical Support Services for MicroStrategy Web	Per CPU-Unrestricted	V 9.3 & Later	web2ts	$43,224.18
Standard Technical Support Services for MicroStrategy Legacy Architect	Named User	See note 9	legac1ts	See note 9
Standard Technical Support Services for MicroStrategy Legacy Server	Named User	See note 9	legac2ts	See note 9
Standard Technical Support Services for MicroStrategy Legacy Server	Per CPU-Unrestricted	See note 9	legac3ts	See note 9
Standard Technical Support Services for MicroStrategy Legacy Server	Prior MHz	See note 9	legac4ts	See note 9
Standard Technical Support Services for MicroStrategy Legacy Web	Named User	See note 9	legac5ts	See note 9
Standard Technical Support Services for MicroStrategy Legacy Web	Per CPU-Unrestricted	See note 9	legac6ts	See note 9
Standard Technical Support Services for MicroStrategy Legacy Web	Prior MHz	See note 9	legac7ts	See note 9

Notes:

7. This column shows the releases of a Product for which Standard technical support services are available under this Schedule Contract so long as the technical support for the releases has not expired.

8. MicroStrategy offers Standard technical support services for the Prior MHz licenses at the version 9 prices for a clockspeed restriction of 2500 MHz and at the version 8 prices based on the clockspeed restriction of the Prior MHz licenses for all other clockspeeds. For example, if a customer has a 2500 MHz CPU License in version 9.2.1 and upgrades to version 9.3, the 2500 MHz CPU License would upgrade to a Prior MHz license subject to the 2500 MHz contractual clockspeed limitation, and the customer may purchase Standard technical support services for the 2500 MHz CPU License.

9. The prices for Standard technical support services for Legacy Server, Legacy Web, and Legacy Architect will continue to be the prices Licensees paid for their previous Products before the conversion, which in many cases may be higher than the prices listed above for Standard technical support services for new Server, Web, and Architect, respectively. Consistent with MicroStrategy's commercial practice, there will be no price change for Licensees who continue to have access to the features they had before the conversion and who, in many cases, receive additional features at no additional cost. Licensees may add Server, Web, or Architect to their existing software configurations. Such a purchase will result in a conversion of their existing configurations to Legacy Server, Legacy Web, or Legacy Architect, as applicable, if the Licensees did not previously request the conversion. The prices for Standard technical support services for new Server, Web, and Architect that existing Licensees purchase will be the prices listed above, which in many cases will be lower than the prices for Standard technical support services for their Legacy Server, Legacy Web, or Legacy Architect, respectively. New Licensees may purchase Standard technical support services for Server, Web, and Architect at the prices listed above, which are only for Licensees who purchase version 9.3 or higher Server, Web, and Architect licenses, respectively.

MICROSTRATEGY GSA SCHEDULE PREMIUM TECHNICAL SUPPORT SERVICES AND ADDITIONAL SUPPORT LIAISON PRICELIST

Description (SIN 132-34)	License Type	Part Number	GSA Price
Managed Technical Support Services	Per Year	manag1	$21,410.58
Extended Technical Support Services	Per Year	exten1	$21,410.58
Elite Technical Support Services	Per Year	elite1	$85,642.32
Additional Support Liaison	Per Year	addsu1	$2,569.27
Dedicated Technical Support Services	Per Year	dedic1	$64,231.74
Weekend Assistance	30 Days	weeke1	$4,282.12

MICROSTRATEGY GSA SCHEDULE TRAINING PRICELIST

Description (SIN 132-50)	License Type	Part Number	GSA Price
Unitary Learning Unit	Each	unita1	$556.68
Bronze Education Package - 20 Learning Unit Allowance	Each	bronz1	$10,020.15
Silver Education Package - 50 Learning Unit Allowance	Each	silve1	$23,658.69
Gold Education Package - 100 Learning Unit Allowance	Each	golde1	$44,534.00
Platinum Education Package - 150 Learning Unit Allowance	Each	plati1	$62,625.94

MICROSTRATEGY GSA SCHEDULE IT PROFESSIONAL SERVICES PRICELIST

Description (SIN 132-51)	License Type	Part Number	GSA Price
Senior Principal Consultant	Per Hour	senio1	$238.04
Principal Consultant	Per Hour	princ1	$219.14
Senior Consultant	Per Hour	senio2	$181.36
Consultant	Per Hour	consu1	$139.80
Senior Associate Consultant	Per Hour	senio3	$120.91
Associate Consultant	Per Hour	assoc1	$79.35