



SUBCONTRACTOR AGREEMENT

This subcontractor agreement ("Agreement"), made by and between MicroStrategy Services Corporation ("MicroStrategy") and _____ ("Contractor") (collectively, "Parties") is effective as of the date of signature by MicroStrategy ("Effective Date").

The Parties intending to be legally bound agree to the following terms and conditions.

1. SERVICES.

1.1 Contractor shall perform such services (the "Services") as are specified in order for services ("Work Order") that is signed by both Parties, a copy of which is attached as Attachment 1. All such MicroStrategy Work Orders are incorporated herein and made a part hereof upon signature by the Parties.

1.2 Each Work Order shall specify the period and place of performance of the Services, the specific personnel or class of personnel to perform the Services, and the fees or hourly rates to be paid to the Contractor for the Services.

2. CONTRACTOR LEGAL STATUS.

Check one:

____ Contractor certifies that it is a corporation incorporated under the laws of the State of _____.
Contractor's Taxpayer Identification Number is _____.

____ Contractor is a sole proprietor. Contractor's Social Security Number or Taxpayer Identification Number is _____.

3. PAYMENTS.

3.1 MicroStrategy shall reserve the right to pay the Contractor on an hourly or fixed fee basis, as specified in any applicable Work Order. Services invoiced on an hourly basis shall not exceed 40 hours per week per Contractor employee without the prior written approval of MicroStrategy. Any services performed on an hourly basis shall be invoiced at the rates set forth in the Work Order.

3.2 When Contractor's employees are required to travel on behalf of MicroStrategy to a location outside of their local work area and Contractor expenses are allowable under the terms of the applicable Work Order, MicroStrategy shall reimburse Contractor for reasonable transportation and meal expenses incurred by Contractor personnel in accordance with MicroStrategy's travel and expense policies.

3.3 Contractor shall submit an invoice by the fifteenth day of each month for the previous month's activity. Each invoice shall specify the number of hours worked each day by each Contractor employee and itemize any expenses for such Contractor employee. Original receipts for approved Contractor employee expenses must accompany the relevant invoice. MicroStrategy shall pay all valid invoices within 30 days of receipt of payment from its customer for such services.

3.4 MicroStrategy reserves the right to dispute any invoice when MicroStrategy believes in good faith that Services have been invoiced in error or contain fees, expenses, costs or charges not allowed/approved under this Agreement, by the applicable Work Order. In such event, MicroStrategy will notify Contractor in writing of the amount(s) in dispute and the reason for the dispute within 30 days of the payment due date for the invoice. If the dispute remains unresolved 15 days after Contractor receives notice, the Parties agree to elevate the dispute to individuals who are officers and decision makers for each Party. The Parties agree to allow the officers at least another 15 days to negotiate in good faith a final resolution and settlement of the dispute. Contractor may not pursue any collection activity, proceeding or other equitable or legal remedy in connection with Project Fees until the Parties have exhausted efforts to resolve disputes in accordance with this section.

4. CONTRACTOR PERSONNEL.

4.1 Contractor shall exercise its best efforts to furnish to MicroStrategy competent personnel who will be available for the duration of the particular project to which they have been assigned. Contractor shall require its personnel to comply with MicroStrategy's regulations and policies.

4.2 In the event that MicroStrategy finds the performance of any Contractor employee to be unacceptable, it will provide Contractor with written notice of the reasons therefor and Contractor shall immediately provide MicroStrategy with a suitable replacement. In such case, MicroStrategy shall not be responsible for any additional expenses incurred by Contractor as a result of such replacement.

5. RIGHTS TO DEVELOPMENT.

5.1 All inventions, creations, computer programs, software, documentation, training materials, modifications to software or documentation and other works developed by Contractor under this Agreement, as well as all papers, records and the like prepared or produced by Contractor in the performance of Services under this Agreement, shall hereinafter be referred to as "Works."

5.2 All Works shall be the sole and exclusive property of MicroStrategy. MicroStrategy shall have the right to examine Works at any time. Contractor agrees that Works are "work made for hire" under the United States Copyright Act, 17 U.S.C. §§ 101 et seq. as amended, and agrees to grant and relinquish all rights or interests it may have in such Works to MicroStrategy.

5.3 Contractor hereby assigns to MicroStrategy all rights Contractor may have to the patent or copyright in the Works, and the Contractor agrees to execute a written assignment of Contractor's rights in the Works to MicroStrategy upon MicroStrategy's request. Contractor agrees to cooperate with MicroStrategy in its efforts to secure patent and/or copyright protection for the Works in all countries, as applicable, and to execute all documents reasonably necessary for MicroStrategy to secure such patent and/or copyright protection. Contractor hereby agrees and covenants not to assert at any time, and otherwise waives, any "moral rights" that Contractor may have in the Works, and the Contractor hereby assigns to MicroStrategy all moral rights therein.

6. INDEPENDENT CONTRACTOR.

6.1 The Parties agree that Contractor is an independent contractor for MicroStrategy. Contractor, and not MicroStrategy, shall be responsible for the hiring, supervision, discipline and control of its employees, and in no event shall Contractor or its employees be considered or act as employees, agents, joint venturers, or partners of MicroStrategy.

6.2 MicroStrategy is not responsible for withholding or deducting from its payments to Contractor any sums for federal or state income taxes; social security; medical, dental, worker's compensation or disability insurance coverage; pension or retirement plans; or the like. Contractor specifically agrees to pay for all of its employees any and all federal and state taxes and other payments lawfully due in connection with the compensation received pursuant to this Agreement. Contractor shall indemnify and hold MicroStrategy harmless against any claim or liability (including penalties) resulting from failure of Contractor to pay such taxes or contributions, or failure of Contractor to file any such tax forms.

6.3 Contractor will conduct a review of the background of each individual assigned to perform Services for MicroStrategy. Such review shall include, but not be limited to, verification of each such individual's employment history, reference checks with former employers, and a criminal record check.

6.4 Upon request, Contractor shall also provide its employees with any policies, including code of conduct, that its employees will be expected to follow while performing work for MicroStrategy.

6.5 Contractor shall only assign individuals who are legally eligible to work in the United States in accordance with all local, state, and federal laws to perform services for MicroStrategy. Contractor shall notify MicroStrategy in writing prior to any individual's performing services for MicroStrategy, of any restrictions regarding the legal eligibility of that individual to work, including but not limited to, the expiration dates for any work Visa or other time-restricted work-permit.

7. CONFIDENTIAL INFORMATION.

7.1 Definition. MicroStrategy acknowledges that Contractor is the owner of valuable know-how, methodologies and business information. Contractor acknowledges that MicroStrategy is the owner of valuable trade secrets, know-how, licenses and other proprietary and confidential information, including, without limitation, MicroStrategy's software, business plans and strategies. Contractor further acknowledges that the services which MicroStrategy performs for its customers are confidential; that to enable MicroStrategy to perform these services, its clients furnish to MicroStrategy confidential information concerning their business affairs, finances, properties, methods of operation and other data; that the goodwill of MicroStrategy depends upon, among other things, keeping such services and information confidential and that unauthorized disclosure of the same would irreparably damage MicroStrategy; and that by reason of its duties hereunder, Contractor may come into possession of information concerning the services performed by MicroStrategy for its customers or information furnished by its clients to MicroStrategy (Customer Information), even though Contractor does not itself take any direct part in or furnish the services performed for those clients. All such information described in this paragraph, as well as the terms and conditions of this Agreement, shall hereinafter be referred to collectively as "Confidential Information."

7.2 Non-Disclosure. Contractor and MicroStrategy agree to use the highest degree of care to protect the Confidential Information, including ensuring that each of its employees with access to such Confidential Information have agreed in writing not to disclose such information, and that neither party nor its employees will at any time during or following the term of this Agreement, disclose, use, transfer, sell or otherwise disseminate any Confidential Information

of the other party to any person whatsoever except as expressly agreed to in writing between the Parties. Upon termination of this Agreement, each party will turn over to the other party all tangible manifestations of the other party's Confidential Information in its possession or under its control. Contractor agrees to exercise the same degree of care with any Customer Information in its possession and, upon termination of this Agreement, turn over to MicroStrategy all tangible manifestations of Customer Information in its possession or under its control.

8. NON-SOLICITATION.

8.1 Customers. Contractor shall not, during or for a period of 2 years following the term of the relevant MicroStrategy Work Order, directly or indirectly solicit business from, or provide services to, any customer to which Contractor provides services under this Agreement for Services associated with the implementation of MicroStrategy products without the express written consent of MicroStrategy in each instance.

8.2 Employees. Either party shall not, during or for a period of 2 years following the term of this Agreement, directly or indirectly solicit for employment any employee of the other party.

9. WARRANTY.

9.1 Contractor represents and warrants to MicroStrategy that:

- a. Contractor is duly incorporated and validly existing under applicable laws and in good standing in applicable business locations as required;
- b. Contractor has all necessary right, title, license and authority to enter into this Agreement, and the person signing this Agreement on behalf of Contractor has full authority to bind Contractor to the terms and conditions hereof;
- c. Contractor has adequate skill, training, expertise, knowledge and experience to perform the Services in a competent and professional manner;
- d. Contractor has sufficient personnel and equipment available to perform the Services within the milestones, and all Contractor personnel, agents, representatives and contractors will abide by MicroStrategy's work rules and regulations made known to Contractor when performing the Services;
- e. Contractor will perform the Services in substantial conformance with the requirements, specifications and instructions in the applicable Work Order;
- f. The Services performed and the work created under this Agreement will conform with all applicable laws and the standards of the industry;
- g. The Services performed and the work created under this Agreement will not infringe the copyrights, patents, trade secrets or other intellectual property or other rights of any third party, except as specifically required in order to meet MicroStrategy's specifications (in which case, if Contractor is aware of any potential for infringement, Contractor shall inform MicroStrategy of such potential for infringement);
- h. Performing the Services will not conflict with any other agreements to which Contractor is a party;
- i. Contractor will not use any of its own proprietary materials in the Works without MicroStrategy's prior written permission and an appropriate perpetual license to MicroStrategy; and
- j. Contractor has appropriate agreements with its employees and contractors to allow it to provide the Services.

10. INSURANCE.

10.1 Requirements. During the term of this Agreement, Contractor agrees to take out, pay for, and maintain the following insurance, in such form and with such companies as are acceptable to MicroStrategy:

- a. Worker's Compensation as required by law and Employer's Liability Insurance, with a limit of not less than \$500,000.
- b. Unemployment compensation in compliance with applicable law;
- c. Employer's liability insurance with a limit of not less than \$1,000,000;

- d. Comprehensive General Liability Insurance with limits of not less than \$500,000 per person, \$1,000,000 for each accident for bodily injury (including death), \$1,000,000 for each occurrence of property damage and \$2,000,000 aggregate;
- e. Automobile Liability Insurance with limits of not less than \$250,000 per person, \$1,000,000 for each accident for bodily injury (including death) and \$100,000 for each occurrence of property damage OR \$1,000,000 "combined single limit" coverage (for both bodily injury and property damage); and
- f. Errors & Omissions Liability Insurance coverage with a limit of not less than \$1,000,000.

10.2 Certificate. Contractor shall, upon request, furnish MicroStrategy with a Certificate of Insurance from the relevant insurance company or companies asserting that such policy or policies are in effect and list MicroStrategy as an additional insured, and shall not be canceled except upon 30 days' written notice from such company or companies to MicroStrategy. Compliance with this requirement to carry insurance shall not relieve Contractor from liability under any provision of this Agreement.

11. INDEMNIFICATION.

11.1 Contractor shall, at its own cost and expense, indemnify, defend and hold MicroStrategy, its subsidiaries, affiliates, officers, directors, employees, agents and representatives harmless from and against any and all third party claims, demands, actions, damages (i.e., expenses, losses for personal injuries including death, and property damage of any kind by whomsoever owned) and other liabilities of any nature whatsoever including, without limitation, litigation expenses and reasonable attorneys fees arising from the gross negligence or willful misconduct of Contractor, its agents, employees, or subcontractors or arising out of Contractor's breach of any of its representations, warranties, or obligations set forth herein.

12. LIMITATION OF LIABILITY.

12.1 In no event shall MicroStrategy be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if MicroStrategy has been advised of the possibility of such damages. MicroStrategy's liability for direct damages hereunder shall in no event exceed the amount of fees paid by it to Contractor under this Agreement.

13. INJUNCTIVE RELIEF FOR BREACH.

13.1 Contractor's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to MicroStrategy for which there will be no adequate remedy at law; and, in the event of such breach, MicroStrategy will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper, including monetary damages if appropriate.

14. PROMOTION.

14.1 Contractor agrees that during and after the term of this Agreement, it will not, without the prior written consent of MicroStrategy in each instance, use in advertising, publicity or otherwise, MicroStrategy's name or the name of any MicroStrategy partner or employee, or any trade name, trademark, trade device, service mark or symbol owned by MicroStrategy, or any abbreviation, contraction or simulation thereof, except as required to perform its obligations hereunder.

15. ASSIGNMENT.

15.1 This Agreement is personal to Contractor. Contractor may not assign this Agreement, in whole or in part, and Contractor cannot delegate Contractor's rights or obligations, in whole or in part, to any third party without the prior express, written consent of MicroStrategy, and any such assignment or delegation without MicroStrategy's prior consent will be considered a material, non-curable breach of this Agreement by Contractor. MicroStrategy may assign this Agreement to any affiliated entity or successor-in-interest without the consent of Contractor. This Agreement is binding upon and will inure to the benefit of the Parties and their respective permitted successors and assignees.

16. TERM AND TERMINATION.

16.1 This Agreement shall commence on the Effective Date and will govern the relationship of the Parties while Contractor is performing Services for MicroStrategy pursuant to any Work Order made subject to the Agreement.

16.2 Either party may terminate this Agreement by providing at least 30 days prior written notice to the other Party; provided, however, that in the event of termination, MicroStrategy is obligated to pay only for services rendered by Contractor prior to termination. Notwithstanding anything in the foregoing to the contrary, Contractor may not terminate this Agreement with respect to Services or projects that it has previously agreed in writing to perform.

16.3 Upon termination of this Agreement, Contractor shall deliver to MicroStrategy all Works, tangible manifestations of Confidential Information and MicroStrategy property in its possession or under its control.

17. GOVERNING LAW AND VENUE.

17.1 This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the Commonwealth of Virginia, without giving effect to any conflicts of laws principles that require the application of the law of a different state.

17.2 Contractor hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for the county in which MicroStrategy's principal place of business is located for any lawsuit filed there against Contractor by MicroStrategy arising from or related to this Agreement.

18. NOTICES.

18.1 All notices and other communications herein provided for shall be in writing and delivered personally or sent by overnight courier of national repute or registered or certified mail, return receipt requested, to the Parties at their respective addresses as set forth below or to such other address as either party shall give to the other party in the manner provided herein for giving notice. Notice delivered personally shall be considered given at the time it is delivered. Notice by overnight courier or mail shall be considered given on the date received. In any case, such notice shall be addressed as follows:

Contractor: _____

MicroStrategy: MicroStrategy Services Corporation
1861 International Drive
McLean, Virginia 22102
ATTN: Vice President of Commercial Licensing

19. WAIVER.

19.1 No waiver of any provision of this Agreement shall be deemed to be a waiver of another provision or a future waiver of the same provision.

20. SEVERABILITY.

20.1 If any term or provision of this Agreement is deemed invalid or unenforceable, such term or provision shall not invalidate the rest of this Agreement, which shall nonetheless remain in full force and effect as if such invalidated or unenforceable term or provision had not been made a part of this Agreement.

21. FORCE MAJEURE.

21.1 Either Party will be excused from a delay or failure in performance under this Agreement caused by reason of any occurrence or contingency beyond its reasonable control, including, without limitation, the following events to the extent beyond a party's reasonable control: acts of nature, labor disputes, strikes, riots, war, supply shortages and the like.

22. ENTIRE AGREEMENT.

22.1 This Agreement, each Work Order, and any amendments thereto constitute the entire understanding between the Parties with respect to performance of the Services by Contractor and supersedes all prior agreements and understandings with respect to the subject matter of this Agreement. This Agreement may be amended, but only by a subsequent written agreement signed by both Parties.

The terms and conditions of this Agreement are agreed to by:

MicroStrategy Services Corporation

Contractor

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____
("Effective Date")

Date: _____



MICROSTRATEGY WORK ORDER
No. 001

This MicroStrategy Work Order shall be governed by the terms and conditions of the Subcontractor Agreement between MicroStrategy Services Corporation ("MicroStrategy") and _____ ("Contractor") signed by MicroStrategy on _____ (the "Agreement").

1. The following Statement of Work sets forth the work to be performed by Contractor (the "Services"), including all Contractor requirements pertaining to such "Services":

2. The period of performance for the Services shall be as follows:

3. The Services shall be performed at the following location(s):

4. The specific personnel or class of personnel to perform the Services shall be as follows:

5. Labor hours for Services shall be in invoiced in accordance with the rates set forth below; the maximum number of hours allowed under this Schedule for the specific personnel or classes or personnel shall be as follows:

Personnel/Class of Personnel	Maximum Number of Hours	Hourly Rate
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

6. For fixed-fee Services, the Contractor shall be paid a fixed fee of:

7. Any expenses incurred by Contractor or its employees in the performance of services under the Agreement shall be included in the fixed fee identified on this Schedule.

Agreed:

MicroStrategy Services Corporation

Contractor

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



MicroStrategy Services Corporation
SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS

1. **FIRM NAME:** _____
ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP:** _____

2. **FEDERAL TAX I.D. NO.:** _____

3. **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE:** _____
(See <http://www.census.gov/epcd/www/naics.html>)

4. **TYPE OF BUSINESS ORGANIZATION** No. of years in business: _____
The Subcontractor represents that it operates as a(n):
_____ Individual _____ Non-Profit Organization
_____ Partnership _____ Foreign business established outside the US and its possessions
_____ Corporation and is incorporated under the laws of the state of _____

5. **SOCIOECONOMIC STATUS**
Should you need assistance in determining your status in any of the categories listed below, please call the U.S. Government Small Business Administration office serving your area.

The Subcontractor represents that it is a (check all that apply):

_____ Large Business	_____ Service-Disabled Veteran-Owned Small Business
_____ Small Disadvantaged Business	_____ Veteran-Owned Small Business
_____ HUBZone Small Business	_____ Small Business
_____ Historically Black College or University/Minority Institution	
_____ Woman-Owned Small Business	_____ Indian Organization/Indian-Owned Economic Enterprise

6. **MINORITY OWNERSHIP**
If Subcontractor has represented itself in Section 5 above as a Small Disadvantaged Business, please check the appropriate category of ownership (FAR 52.219-1 Alt. I): (Check only one)

_____ Black American _____ Subcontinent Asian American
_____ Native American _____ Asian-Pacific American
_____ Hispanic American
_____ Individual/Concern, other than one of the proceeding: Explain: _____

7. **CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)**
This Representations and Certifications package incorporates one or more clauses by reference, as shown herein with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at: <http://www.arnet.gov/far/>. By executing this document, the Subcontractor certifies that it is in compliance with the clauses, and/or the clauses do not apply to it.

FAR 52.204-3 -- Taxpayer Identification
FAR 52.204-5 -- Women-Owned Business Other Than Small Business
FAR 52.204-6 -- Data Universal Numbering System (DUNS) Number
FAR 52.209-6 -- Protecting the Governments Interest When Subcontracting with Contractors
Debarred, Suspended, or Proposed for Debarment
FAR 52.219-9 -- Small Business Subcontracting Plan
FAR 52.219-22 -- Small Disadvantaged Business Status
FAR 52.222-18 -- Certification Regarding Knowledge of Child Labor for Listed End Products
FAR 52.222-21 -- Prohibition of Segregated Facilities
FAR 52.223-4 -- Recovered Material Certification
FAR 52.223-6 -- Drug-Free Workplace
FAR 52.226-2 -- Historically Black College or University and Minority Institution Representation

8. **EQUAL OPPORTUNITY (FAR 52.222-26)**
The Subcontractor represents that it is in agreement with the subject clause and the Executive Order 11246, as amended, and the rules, regulations, and Orders of the Secretary of Labor pertaining to Equal Opportunity.

9. **AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25)**

The Subcontractor represents that it _____HAS ____HAS NOT developed an affirmative action program as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it ___ HAS NOT previously held contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

10. **PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22)**

The Subcontractor represents that:

- a. It _____HAS ____HAS NOT participated in a previous contract or subcontract subject to the Equal Employment Opportunity clause of any solicitation/procurement (FAR 52.222-26).
- b. It _____HAS ____HAS NOT filed all required compliance reports.

11. **AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM VETERANS (FAR 52.222-35)**

The Subcontractor certifies that it __IS ____IS NOT in compliance with affirmative action and labor laws pertaining to the employment of Disabled and Vietnam Era Veterans.

12. **EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (FAR 52.222-37)**

The Subcontractor certifies that it __IS ____IS NOT in compliance with special reporting requirements pertaining to Employment Reports on Special Disabled Veterans and Vietnam Era Veterans.

13. **BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM-CERTIFICATE (FAR 52.225-2)**

The Subcontractor certifies that each end product, except those listed below, is a domestic end and that the Subcontractor has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Subcontractor shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Foreign End Products	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

14. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5)**

The Subcontractor certifies, to the best of its knowledge and belief, that the Subcontractor and/or any of its Principals -

- a. ____ARE ____ARE NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- b. ____HAVE ____HAVE NOT, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- c. ____ARE ____ARE NOT presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision; and

The Subcontractor, aside from the offenses enumerated in this provision, ____HAS ____HAS NOT, within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws, been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or had a Federal court judgment in a civil case brought by the United States rendered against them; or had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law. If the Subcontractor has responded affirmatively, the Subcontractor shall provide additional information if requested by MicroStrategy Incorporated.

And, the Subcontractor ____HAS ____HAS NOT within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Subcontractor shall provide immediate written notice to MicroStrategy Incorporated if, at any time prior to contract award, the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Subcontractor's responsibility. Failure of the Subcontractor to furnish a certification or provide such additional information as requested by MicroStrategy Incorporated may render the Subcontractor nonresponsible. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The certification in this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to the other remedies available to it, MicroStrategy Incorporated may terminate the contract resulting from this solicitation for default.

ACKNOWLEDGED:

By signing below, the Subcontractor agrees to the foregoing and attests that the Representations and Certifications set forth herein are current, accurate, and complete.

FIRM NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED OR TYPED NAME: _____

TITLE: _____