Amendment No. 3
to
Contract No. 5600 NS170000013
For
Software Support and Maintenance
between
MicroStrategy Services Corporation
and the
City of Austin

1.0   The City hereby exercises this extension option for the subject contract. This extension option will be October 1, 2019 through September 30, 2020. One (1) 12-month option will remain.

2.0   The total contract amount is increased by $132,500.00 by this extension period. The total contract authorization is recapped below:
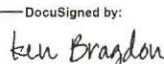
Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2016 – 09/30/2017	$132,500.00	$132,500.00
Amendment No. 1: Option 1 – Extension 10/01/2017 – 09/30/2018	$132,500.00	$265,000.00
Amendment No. 2: Option 2 – Extension 10/01/2018 – 09/30/2019	$132,500.00	$397,500.00
Amendment No. 3: Option 3 – Extension 10/01/2019 – 09/30/2020	$132,500.00	$530,000.00

3.0   MBE/WBE goals do not apply to this contract.

4.0   By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0   All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: _____ 23 July 2019   Sign/Date: _Ken Bragdon_ 23 July 2019

Printed Name: Pedro Chaves   Vice President   Printed Name: Ken   Bragdon
Authorized Representative   Authorized Representative

MicroStrategy Services Corporation   Sign/Date: _____
1850 Towers Crescent Plaza
Tysons Corner, VA 22182   Printed Name: JAMES T. HOWARD

                                                   City of Austin
                                                   Purchasing Office
                                                   124 W. 8th Street, Ste. 310
                                                   Austin, Texas 78701

jb

MicroStrategy

MAINTENANCE RENEWAL ORDER 1236234 - 178389

Customer/Licensee: City of Austin (921708)
Bill To: City of Austin (921708); IT Procurement -; unknown@ci.austin.tx.us; PO Box 1088; Austin, TX 78767; United States
Ship To: City of Austin (921708); Tina Van Wie; tina.vanwie@ci.austin.tx.us; PO Box 1088; Austin, TX 78728-7103; United States

Standard Technical Support Services DSI: City of Austin - Enterprise Reporting (108823)				
SKU	**Description**	**Start Date**	**End Date**	**Total**
30078	Standard Support (Renewal)	Oct-1-2019	Sep-30-2020	USD 132,500.00
			Subtotal:	USD 132,500.00

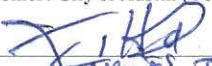**Order Grand Total:** USD 132,500.00

Thank you for choosing MicroStrategy (we/us) and our innovative analytics, mobile and security offerings to serve your business needs. We look forward to continue working with you.

Expiration. This order will expire if you do not sign it by 9/29/2019.

Technical Support Renewal. This order is for the renewal of an expiring annual subscription(s) to technical support related to the DSI(s) listed above. The terms governing that expiring subscription(s) will also govern this order.

ACCEPTED AND AGREED TO BY:

Customer: City of Austin (You)

_____ (Signature)
Name: _JAMES T, Hovann_
Title: _IT Proct mgr._
Date: _9/17/19_

Amendment No. 2
to
Contract No. 5600 NS170000013
For
Software Support and Maintenance
between
MicroStrategy Services Corporation
and the
City of Austin

1.0   The City hereby exercises this extension option for the subject contract. This extension option will be October 1, 2018 through September 30, 2019. Two (12-Month) options will remain.

2.0   The total contract amount is increased by $132,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2016 – 09/30/2017	$132,500.00	$132,500.00
Amendment No. 1: Option 1 – Extension 10/01/2017 – 09/30/2018	$132,500.00	$265,000.00
Amendment No. 2: Option 2 – Extension 10/01/2018 – 09/30/2019	$132,500.00	$397,500.00

3.0   MBE/WBE goals do not apply to this contract.

4.0   By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0   All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: _Jeanine Montgomery_   31 July 2018

Printed Name:___Jeanine Montgomery___
Authorized Representative
Vice President
MicroStrategy Services Corporation
1850 Towers Crescent Plaza
Tysons Corner, VA 22182

Sign/Date: _Jim Howard_   31 July 2018

Printed Name:___Jim Howard___
Authorized Representative

Sign/Date: _____   7/31/18

Printed Name:___Bartley Tyler___

City of Austin
Purchasing Office
124 W. 8ᵗʰ Street, Ste. 310
Austin, Texas 78701

jb

Amendment No. 1
to
Contract No. 5600 NS170000013
For
Software Support and Maintenance
between
MicroStrategy Services Corporation
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be October 1, 2017 through September 30, 2018. Three (12-Month) options will remain.

2.0 The total contract amount is increased by $132,500.00 by this extension period. The total contract authorization is recapped below:

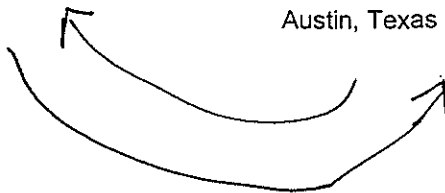| Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2016 – 09/30/2017	$132,500.00	$132,500.00
Amendment No. 1: Option 1 – Extension 10/01/2017 – 09/30/2018	$132,500.00	$265,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Jim Howard   17 October 2017
C696F7447592474...
Printed Name: Jim Howard
Authorized Representative
   Title Procurement Manager City of Austin, Texas
MicroStrategy Services Corporation
1850 Towers Crescent Plaza
Tysons Corner, VA 22182

Sign/Date: 09 October 2017
60F2FFED2BA8425...
Printed
Name: Pedro Chaves
Authorized Representative
   Vice President
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

CONTRACT BETWEEN THE CITY OF AUSTIN
AND
MicroStrategy Services Corporation
For
Software Support and Maintenance

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Microstrategy Services Corporation ("Contractor"), having offices at 1850 Towers Crescent Plaza, Tysons Corner, VA 22182.

SECTION 1. DESIGNATION OF KEY PERSONNEL

TRAGER

Designation of Key Personnel. The Contractor's Contract Manager for this engagement shall be ~~Corina~~ METGE ~~Preston~~, Phone: (703) 744-6496, Email Address: ~~cpreston~~@microstrategy.com. The City's Contract Manager for the engagement shall be Monica Kaspar, Phone: (512) 974-1633, Email Address: Monica.Kaspar@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. COMPENSATION

Contract Amount. The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work, as described herein. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not to exceed $132,500.00 for the initial term, $132,500.00 for the first extension, $132,500.00 for the second extension, $132,500.00 for the third extension, and $132,500.00 for the fourth extension, for a total estimated contract amount not to exceed $662,500.00 comprising the software maintenance and support fees.

SECTION 3. TERM AND TERMINATION

3.1 **Term of Contract.** The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 4 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

    3.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

SECTION 4. TERMS AND CONDITIONS

4.1 See Exhibit B, Contract between the City of Austin and Microstrategy Services Corporation signed December ~~35~~ 30, 2011.

4.2 **Indemnity.**

    4.2.1 MicroStrategy shall indemnify, defend, and hold harmless Licensee from and against any third party claim that the Products infringe a United States patent issued as of the Effective Date of this Agreement or a United States copyright, provided that Licensee: (a) promptly notifies MicroStrategy in writing of any such claim, (b) allows MicroStrategy to have sole control of the defense and all related settlement negotiations, provided however, that in the case of Texas state agency Customers, MicroStrategy agrees to coordinate defense and settlement matters with the Office of the Attorney General, and (c) provides MicroStrategy with the information, authority, and assistance necessary to perform MicroStrategy's obligations under this clause. If a Product is held or believed by MicroStrategy likely to be held to infringe, MicroStrategy may, at its sole option: (i) obtain for Licensee a license to continue using the Product or (ii) replace or modify the Product so that it becomes non-infringing (while substantially preserving its utility or functionality). After attempting the foregoing using commercially reasonable efforts, MicroStrategy shall have the right to terminate the licenses granted herein and return to Licensee all fees paid to MicroStrategy for the infringing Product. This clause sets forth MicroStrategy's

entire liability and Licensee's sole remedy relating to infringement or any other claims relating to intellectual property or proprietary rights.

4.2.2   Notwithstanding Clause 4.1. MicroStrategy shall have no indemnification or other obligation to Licensee for any clam arising from, based on, or resulting from (a) the combination, operation, or use of any Product with software not supplied by MicroStrategy, (b) any use of any Product not described in the Documentation, or (c) any alteration or modification of any Product, if the claim would not have arisen without such alteration or modification.

4.2.3   To the extent allowed by Texas Law and Constitution, Licensee shall indemnify, defend, and hold harmless MicroStrategy against any claim, excluding a claim described in Clause 4.1, brought by a third-party regarding Licensee's use of the Products, including but not limited to a claim that Licensee's use violates any applicable federal, state or local law, rule, regulation or order. In the event of such a claim, MicroStrategy (a) shall promptly notify Licensee in writing of the claim, (b) shall allow Licensee to have control of the defense and all related settlement negotiations, and (c) shall provide licensee with the information, authority and assistance necessary to enable Licensee to perform Licensee's obligations under this Clause 4.3.

4.3   Invalidity. The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

4.4   Survivability of Obligations. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

MicroStrategy Services Corporation   CITY OF AUSTIN

By: _____   By: _____
Signature   Signature

Name: _____   Name: ___Gil Zilkha_____
Printed Name   Printed Name

Title: _____   Title: __Contract Administrator__

Date: __11/03/2016_____   Date: ___11/18/16_____

List of Exhibits

Exhibit A   Pricing Agreement
Exhibit B   Contract between the City of Austin and Microstrategy Services Corporation dated December 30, 2011
Exhibit C   Non-Suspension or Debarment Certification
Exhibit D   Form 1295 "Certificate of Interested Parties" Instructions
Exhibit E   Non Discrimination Certification, Section 0800

MicroStrategy

MAINTENANCE RENEWAL ORDER 368216

Customer: City of Austin

Bill To: -, IT Procurement (1224475); -; PO Box 1088, Austin TX 78767 USA

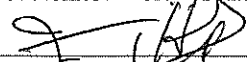| DSI: City of Austin - Enterprise Reporting (108828)				
SKU	**Description**	**Start Date**	**End Date**	**Subtotal**
30078	MicroStrategy Technical Support Standard Renewal-Addl	Oct-1-2016	Sep-30-2017	USD 132,499.49
			Grand Total	USD 132,499.49

Thank you for choosing MicroStrategy (we/us) and our innovative analytics, mobile and security offerings to serve your business needs. We look forward to continue working with you.

Expiration. This order will expire if you do not sign it by Dec-31-2016.

Technical Support Renewal. This order is for the renewal of an expiring annual subscription(s) to technical support related to the DSI(s) listed above. The terms governing that expiring subscription(s) will also govern this order.

ACCEPTED AND AGREED TO BY:

Customer: City of Austin (You)

_____ (Signature)

Name: JAMES T. HOWARD

Title: CORPORATE PURCHASING MANAGER

Date: 11/22/16

CONTRACT BETWEEN THE CITY OF AUSTIN
AND
MicroStrategy Services Corporation
For
Standard Technical Support Services

This Contract is made by and between the City of Austin ("City" or "Austin Energy"), a home-rule municipality incorporated by the State of Texas, and MicroStrategy Services Corporation ("Contractor"), having offices at 1850 Towers Crescent Plaza, Tysons Corner, VA 22182.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1   Engagement of the Contractor. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide Standard Technical Support Services.

1.2   Designation of Key Personnel. The Contractor's Contract Manager for this engagement shall be Michael Olson, molson@microstrategy.com, Phone: (512) 203-3396. The City's Contract Manager for the engagement shall be Tina Van Wie, Tina.vanwie@austintexas.gov, Phone: (512) 974-7921.

1.3   Support Liaisons. Under Standard Technical Support Services, City is entitled to two (2) technical contacts for City and its affiliates to report issues and receive support.   A Support Liaison is an individual designated as a point-of-contact and is expected to maintain technical ownership of all issues escalated into MicroStrategy Technical Support. All case related communications are conducted with these named individuals in accordance with Contractor's then-current Technical Support Policies and Procedures. A copy of Contractor's Technical Support Policies and Procedures in effect on the Effective Date of this Contract is attached for reference as Exhibit A. City must notify Contractor in writing if it wishes to change the contact person(s). City designates the following as its technical contacts. This designation supersedes and replaces prior designations:

| Austin Energy | Brent Williams | (512) 322-6064 | Brent.williams@austintexas.gov |
| City of Austin | Bruce Neitsch | (512) 974-7915 | Bruce.neitsch@austintexas.gov |

SECTION 2. TERMS APPLICABLE TO TECHNICAL SUPPORT SERVICES

The Technical Support Services shall be provided in accordance with Section 2 of the Master Software License and Services Agreement between Contractor and City, executed on December 15, 2009 ("SLA"). The terms and conditions of the SLA are incorporated in this Contract by reference as if fully set forth herein.

SECTION 3. COMPENSATION:

3.1   Contract Amount. The Contractor will be paid as indicated in Contractor's quotes No. 182810-4 (City of Austin) and No. 182819-4 (Austin Energy) and attached hereto as Exhibits B and C, respectively. In consideration for the Technical Support Services purchased under this Contract, the Contractor shall be paid an amount not-to-exceed $212,047.65 for the initial terms for City of Austin (from December 16, 2011 through September 30, 2012) and for Austin Energy (from October 30, 2011 through September 30, 2012). For the avoidance of doubt, City shall be invoiced for $98,231.10 for the initial term for City of Austin, and for $113,816.55 for the initial term for Austin Energy. City shall have four (4) twelve (12) month extension options in the annual amounts of $247,703.50 (comprised of $124,063.50 for City of Austin, and $123,640 for Austin Energy) for each extension option for a total not to exceed amount of $1,202,861.65 for this Contract. Technical Support Services fees shall be paid annually, in advance.

3.2   Invoices

3.2.1   Invoices shall contain a non-duplicated invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the

MicroStrategy Services Corporation - Technical Services Contract   1

name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin	Austin Energy
Department	Budget Office	Austin Energy
Attn:	Tina Van Wie	Jerry Persinger
Address:	P. O. Box 1088	721 Barton Springs, 4th Floor
City, State, Zip Code	Austin, Texas 78767	Austin, Texas 78704

3.2.2   Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3   Payment

3.3.1   All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2   If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.3   Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.4   Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4   Non-Appropriation. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. Notwithstanding the foregoing, the Technical Support Services purchased under this Contract are deemed accepted upon execution of this Contract. The City acknowledges that if it submits a purchase order and has accepted delivery of the Technical Support Services it shall be obligated to pay for such Technical Support Services.

SECTION 4. TERM AND TERMINATION

4.1   Term of Contract. This Contract shall become effective on October 30, 2011 for Austin Energy and December 16, 2011 for the City and shall remain in effect until the earliest of September 30, 2012 or the City terminates the Contract. The Contract may be extended thereafter for up to four (4) additional 12-month periods subject to the approval of the Contract and the City Purchasing Officer or his designee.

4.2 **Right To Assurance**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default**: The Contractor shall be in default under the Contract if the Contractor (a) fails to substantially, materially, timely and faithfully perform Technical Support Services in accordance with its then current Technical Support Services Policies and Procedures, (b) fails to provide assurance of performance under the 'Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause:**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective thirty (30) days, unless otherwise specified, after the date of such notice, unless the Contractor, within such thirty (30) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of an uncured default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. Subject to Section 6.1 of the SLA, in addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate.

4.5 **Termination Without Cause**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Equal Opportunity**

5.1.2 **Equal Employment Opportunity:** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification and has submitted a copy of the Contractor's employment non-discrimination policy. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.3   Americans With Disabilities Act (ADA) Compliance: No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 6. MISCELLANEOUS

6.1   Significant Event: The Contractor shall promptly notify, either on an express or constructive basis, the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

6.1.1   disposal of major assets;

6.1.2   any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

6.1.3   the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

6.1.4   known or anticipated sale, merger, or acquisition;

6.1.5   known, planned or anticipated stock sales;

6.1.6   significant change in product focus.

6.2   Right To Audit

The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all billing, invoicing, and logged Technical Support case report records of the Contractor solely and directly related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

6.3   Claims: If any claim, demand, suit, or other action is asserted against the Contractor which directly arises under or directly asserts the Contract, and which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) business days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

6.4   Notices: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall made in accordance with the SLA. Notices to the City and the Contractor shall be addressed as follows:

To the City: To the Contractor:

City of Austin, Purchasing Office   MicroStrategy Services Corporation
ATTN: Contract Administrator   ATTN: VP, Commercial Licensing
P O Box 1088   1850 Towers Crescent Plaza
Austin, TX 78767   Tysons Corner, VA 22182

6.5   Confidentiality: Pursuant to this Agreement, , each party may have access to certain of the other party's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the such party or its licensors consider confidential) (collectively, "Confidential Information"). Each party acknowledges and agrees that the Confidential Information is the valuable property of the other party and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the disclosing party and/or its licensors. Each party (including its employees, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the other party or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the receiving party promptly notifies the disclosing party before disclosing such information so as to permit the disclosing party reasonable time to seek an appropriate protective order. Each party agrees to use protective measures no less stringent than such party uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

6.6   Advertising: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

6.7   No Contingent Fees: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

6.8   Gratuities: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6.9   Prohibition Against Personal Interest in Contracts: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

6.10   Assignment-Delegation: The Contract shall be binding upon and inure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by either party without the prior written consent of the other party (not to be unreasonably withheld or delayed). Any attempted assignment or delegation by a party shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or

benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

6.11   Modifications: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document, or on any City Purchase Order or other document, shall have any force or effect to change the terms, covenants, and conditions of the Contract.

6.12   Dispute Resolution

6.12.1   If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

6.12.2   If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

6.13   Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:

6.13.1   All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

6.13.2   The City of Austin has determined that no goals are appropriate for this Contract. Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.

6.13.3   If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials and shall also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

6.14   **Venue:** All Issues directly arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein. Further notwithstanding the foregoing, Contractor shall have the right to bring an action relating to the protection of its intellectual property or proprietary rights in any court of competent jurisdiction.

6.15   **Non-Suspension or Debarment Certification:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

MICROSTRATEGY SERVICES CORPORATION   CITY OF AUSTIN

By: _____   By: _____
Signature   Signature

Name: _____   Name: Denise Lucas
Printed Name   *Douglas K. Thede*   Printed Name
                Vice President
Title: _____   Title: Deputy Purchasing Office
                & Treasurer
Date: 12/29/11   Date: 12/30/2011
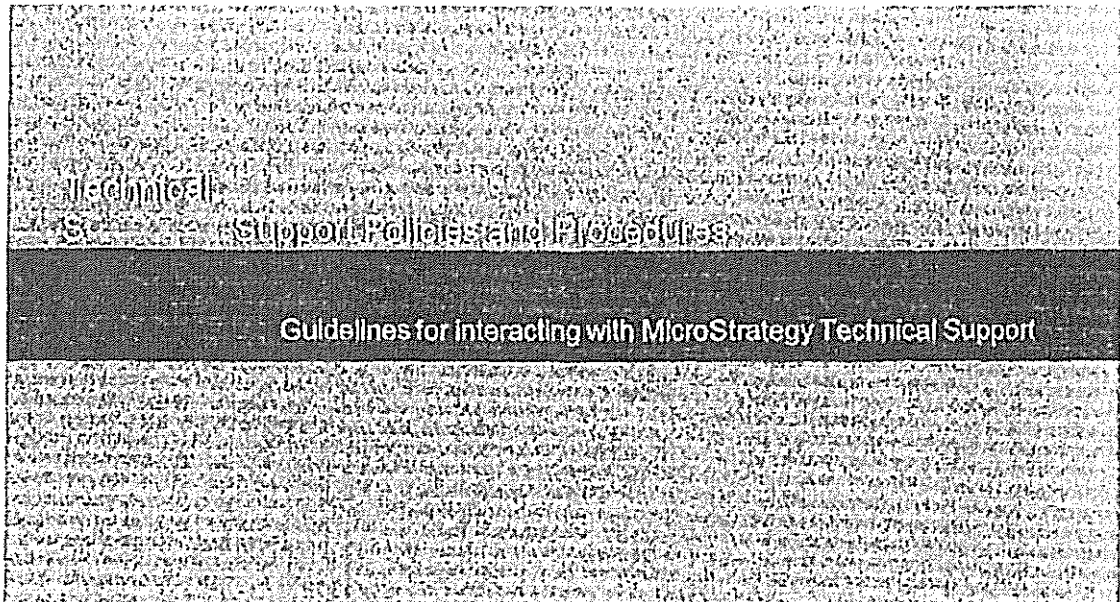

List of Exhibits

Exhibit A	Technical Support Policies and Procedures, Guidelines for Interacting with MicroStrategy Technical Support
Exhibit B	Contractor's Quote No. 182810-4
Exhibit C	Contractor's Quote No. 182819-4
Exhibit D	Non Discrimination Certification

Exhibit A

Technical Support Policies and Procedures

Guidelines for interacting with MicroStrategy Technical Support

TABLE OF CONTENTS

TECHNICAL SUPPORT POLICIES AND PROCEDURES

The MicroStrategy Technology Services team looks forward to working with you. Detailed below are the policies and procedures, which are meant to provide a framework for an effective and productive relationship with our customers. The policy is subject to change at MicroStrategy's sole discretion. Notice of substantial changes to policies and procedures shall be posted to MicroStrategy's website (http://www.microstrategy.com/Support/Policies.asp) on or about the time such changes are made effective.

For customers, partners, and distributors (the "Customer") who purchase Technical Support Services for software products licensed from MicroStrategy (the "Products"), MicroStrategy makes available Technical Support Services. Technical Support Services include answering questions over the telephone or via email with regard to the operation of the software and troubleshooting, online support, and updates. Only Customers with an active subscription to Technical Support Services may receive Technical Support Services.

Note: The Technical Support Services outlined in this document describe MicroStrategy's Standard Support offering. MicroStrategy also offers Premium Support Services, which are further defined in the Appendix of this document.

1 ENGAGING TECHNICAL SUPPORT RESOURCES

To engage technical support resources via phone, email, or online support, an individual must be a Support Liaison. If an individual seeking support is not a Support Liaison, he/she may access MicroStrategy's Online Customer Resources by obtaining an internet account. Accounts may be obtained through the Support Liaisons, as outlined below. Software Development Kit Named Users have additional access to the MicroStrategy Developer Zone.

1.1 SUPPORT LIAISONS

MicroStrategy Technical Support can work more effectively with your organization by collaborating with a regular set of contacts, identified as "Support Liaisons". A Support Liaison is an individual who has been designated by the Customer in their license or maintenance agreement as a point-of-contact with MicroStrategy's support personnel. Technical Support Services may only be obtained by Support Liaisons. The Support Liaisons are expected to maintain technical ownership of all issues escalated into MicroStrategy Technical Support and as such, all case related communications is conducted with these named individuals. Your support agreement with MicroStrategy provides for a set number of support liaisons that are authorized to contact MicroStrategy Technical Support. Additional Support Liaisons can be acquired through the Customer's account management team if needed. Customers may request to change their Support Liaisons six times per year. It is the customer's responsibility to advise MicroStrategy Technical Support if there are any existing support cases that should be transferred when a Support Liaison is changed. Otherwise, any open or logged cases that were initiated by a contact that is removed as a support liaison may be closed. Please note that the designated Support Liaisons will be automatically registered to receive important technical support announcements via email.

During the course of troubleshooting and researching issues, MicroStrategy Technical Support personnel may make recommendations that require administrative privileges on the MicroStrategy projects or that assume that the designated Support Liaison has a security level that permits them to fully manipulate the MicroStrategy projects and has access to potentially sensitive project data, such as security filter definitions. Although not a requirement, we recommend that Customers designate Support Liaisons who have permissions to be MicroStrategy project administrators. This eliminates security conflicts and improves case resolution time. It is the Customer's responsibility to notify MicroStrategy if the Support Liaison's employment is terminated so that their access to technical support may be terminated.

1.2 SOFTWARE DEVELOPMENT KIT NAMED USER

A "Software Development Kit (SDK) Named User" is a person for whom the Customer has purchased a Software Development Kit Named User License. Access to the MicroStrategy Developer Zone is limited to SDK Named Users. An SDK Named User, however, is not entitled to the same access as a Support Liaison unless that SDK Named User is also designated as a Support Liaison.

1.3 INTERNET ACCOUNTS

Only Customers with an active subscription to Technical Support Services may access Online Customer Resources. All Online Customer Resources must be accessed using a MicroStrategy Internet account. Customer contacts may contact their organization's Support Liaison to request an internet account. Alternatively, they may contact MicroStrategy Technical Support directly and provide the name of their referring Support Liaison. It is the Customer's responsibility to notify MicroStrategy of any accounts that should be terminated.

2 ONLINE CUSTOMER RESOURCES

Online Customer Resources are all available online 24 hours a day, 7 days a week. These resources include the MicroStrategy Support Site, Download Site, and Discussion Forum. Customers are encouraged to take advantage of these resources to research problems on their MicroStrategy system prior to logging a case. To access Online Customer Resources, Customers must obtain an internet account. Online Customer Resources can be accessed using Internet Explorer or Netscape 3.0 or newer.

2.1 ACCESS LEVELS
The following table outlines who has access to which Online Customer Resources:

RESOURCE	SUPPORT LIAISON	SDK NAMED USER	OTHER USERS
Online Support Site Interface	•		
Knowledge Base	•	•	As Requested
Download Site	•	•	As Requested
Discussion Forum	•	•	•
MicroStrategy Developer Zone		•	

*Note: The Customer may designate an SDK Named User as a Support Liaison, which will give them access to all online resources.

2.2 MICROSTRATEGY TECHNICAL SUPPORT SITE
The Technical Support Site is a centralized location to log cases, check the status of existing cases, access product documentation, and search the Knowledge Base. It is located at https://resource.microstrategy.com/Support.

The Technical Support Site consists of:
Online Support Interface
Knowledge Base

MicroStrategy Developer Zone
Product Documentation

Because this site identifies users by login, each Customer is presented with personalized information. The security of Customer Information is important to us, so the utmost care is taken to ensure that no Customer will be able to access another Customer's information.

2.2.1 MicroStrategy Online Support Interface

The Online Support Interface is the mechanism by which the Support Liaison can log new cases with Technical Support or check the status of existing cases online. The Online Support Interface is located at https://resource.microstrategy.com/Support.

2.2.2 MicroStrategy Knowledge Base

The Knowledge Base is a repository of technical documentation aimed at providing 24-hours-a-day, seven-days-a-week online technical support. The Knowledge Base is located at https://resource.microstrategy.com/Support.

The Knowledge Base consists of:
Troubleshooting documents
Usage Instructions
Known Issue descriptions
White Papers
Frequently Asked Questions (FAQs)
Latest Release Information – Readmes, Release Notes

2.2.3 MicroStrategy Developer Zone

The MicroStrategy Developer Zone (MSDZ) allows SDK Named Users to obtain up-to-date versions of the MicroStrategy Developer Library (MSDL). The MSDL describes the architecture and object models and contains code samples that are useful for building a customized solution.

2.2.4 Product Documentation

The product documentation provided on the Technical Support Site is the same documentation that is included with the MicroStrategy Product Suite. It can be downloaded from the Technical Support Site in PDF format. Product documentation is grouped by version and also by language.

2.3 MICROSTRATEGY DOWNLOAD SITE

The MicroStrategy Download Site is the online repository for all MicroStrategy products. It can be accessed through the 'links' section of the support site or directly at https://download.microstrategy.com. Customer contacts with access to the site can choose from the following folders to access desired information:

My Folder. This folder is where Customer contacts can upload company information. Each Customer has its own folder. These folders are private and may only be accessed by specified MicroStrategy employees, such as Technical Support Engineers, Consultants, etc., and specified contacts for each Customer. Files older than one month are automatically purged from this

folder.

MicroStrategy Products. This directory contains all the installation files for the MicroStrategy Products to which the Customer has access.

2.4 MICROSTRATEGY DISCUSSION FORUMS

The MicroStrategy Discussion Forums is a website where users can participate in open discussions, share implementation experiences, and exchange information such as best practices and troubleshooting tips. Through this medium, users can ask questions to the community or share their technical know-how by responding to messages posted by other users. The forums can be accessed through https://resource.microstrategy.com/Forum.

3 TECHNICAL SUPPORT CASES

When a Customer has an issue they cannot solve on their own or by using any of the Customer resources provided, the Customer's Support Liaison may contact MicroStrategy Technical Support to log a case for their issue. Contact Information for MicroStrategy Technical Support is provided in the ContactInformationforTechnicalSupport section of this document.

3.1 PRIOR TO LOGGING A CASE
Before logging a case with MicroStrategy Technical Support, the Support Liaison should follow the steps below:
Verify that the issue is with MicroStrategy software and not a third party software.
Verify that the system is using a currently supported version of MicroStrategy software.
Attempt to reproduce the issue and determine if it occurs consistently.
Minimize the complexity of the system or project object definition to isolate the cause.
Determine if the issue occurs on a local machine or on multiple machines in the Customer environment.
Search the MicroStrategy Knowledge Base (https://resource.microstrategy.com/Support/) for information regarding the issue.

The Support Liaison may also want to discuss the issue with other users by posting a question about the issue on the MicroStrategy Discussion Forums (https://resource.microstrategy.com/Forum)

3.2 LOGGING A CASE
To log a case, Support Liaisons may contact MicroStrategy Technical Support via email, telephone, or the Online Support Interface. Only Support Liaisons can log cases with MicroStrategy Technical Support. Upon logging a case, the Support Liaison receives a case identification number for future reference.

When logging a case, be prepared to provide the following information:
Personal Information
Name
Company and customer site (if different from own company)
Contact Information (phone and fax numbers, e-mail address)
Case Details
Configuration information, including MicroStrategy software product(s), version(s), and OSI in which the Products are installed
Full description of the case containing symptoms, error message(s), steps taken to troubleshoot the case thus far
Log files or other supporting data
Customer system impact

3.2.1 Customer System Impact

In order to better understand the impact of the Customer's issue, assistance in drawing together a business case for the issue may be required. The business case describes the effect of the issue on the Customer's environment from a non-technical standpoint. It allows MicroStrategy Technical Support Engineers to understand how the case hinders the Customer's ability to deploy a successful MicroStrategy solution.

A business case can include, but is not limited to:
Economic and financial implications of the issue
The scope of the issue's impact across reports, users, projects, servers, services, etc.
Executive level visibility
Potential impact to key deployment dates

3.3 PRIORITIZATION OF CASES

MicroStrategy assigns priority levels to cases to allow Technical Support to maximize service levels for each Customer. Depending on technical and business needs, MicroStrategy works with each Support Liaison to set the correct priority level for each case.

MicroStrategy recognizes that the Customer's business and technical priorities may evolve over time. If the Support Liaison feels that the priority of the case should change, the Technical Support Engineer is available to reprioritize the case.

MicroStrategy reserves the right to:
Make the final determination on the priority level of a case.
Downgrade the priority of a case and notify the Support Liaison of this action if the Support Liaison fails to communicate with MicroStrategy Technical Support in a timely manner.

MicroStrategy shall make reasonable commercial efforts to comply with the following guidelines when involved in problem resolution:

PRIORITY LEVEL	DEFINITION	PRIORITY LEVEL EXAMPLES	INITIAL RESPONSE TIME	STATUS UPDATES
1	A production system is down	Production MicroStrategy Intelligence Server is unavailable.	< 2 Hours	As status changes or daily
2	A feature of a production system is seriously affected. System development is halted and there is a severe impact on the Customer's ability to continue development.	Reports are not cached in the production system.	< 2 Hours	As status changes or daily
3	A functional production or development system is impacted. It is feasible to continue production/development.	Prompted reports do not work in the development system.	< 4 Hours	As status changes or every 3 days
4	Customer has a question on usage, defect, enhancement, configuration, or software conflict	How are the report cache and history list synchronized?	< 6 Hours	As status changes

	that impacts the system but not critically.			

Premium Support Customer cases take precedence over Standard Support Customer cases of the same priority. Additional information on each level of support is provided in the Appendix of this document.

3.3.1 Customer Involvement in Case Response

Customers logging priority level one and priority level two cases must be available to work full-time throughout the resolution process with MicroStrategy Technical Support to resolve the issue. The Customer must be willing to involve the level of staff needed to resolve the issue effectively and be available to assist MicroStrategy Technical Support with tasks such as testing, sending appropriate information, implementing suggestions, etc. Resolution may be delayed if information is not provided in a timely manner.

3.3.2 Provisional Software Code

From time to time, MicroStrategy may provide to Customer certain software code, which is not generally available to all licensees of MicroStrategy ("Provisional Code"). Provisional Code includes any software program, algorithm, code, routine, script, test build, logging build, enhancement patch, or documentation that MicroStrategy provides to Customer clearly designated as Provisional Code. Provisional Code does not include the Products, certified defect patches, or subsequent releases of Products that are made generally available through Technical Support or licensed separately. Provisional Code is provided to Customer at no additional charge.

MicroStrategy grants Customer a non-exclusive, terminable license to use the Provisional Code only in support of and in combination with Customer's use of the Products and in accordance with the terms of the license agreement under which the Products were licensed. If such license agreement is terminated, Customer's right to use the Provisional Code will automatically terminate.

Provisional Code may be experimental in nature, may contain defects, and may not work as intended. Technical Support Services may not be available for installation and use of Provisional Code. However, MicroStrategy Technical Support Engineers will use commercially reasonable efforts to answer questions Customer may have about Provisional Code.

PROVISIONAL CODE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR A THIRD PARTY CLAIM OF INFRINGEMENT, MICROSTRATEGY SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF REVENUE OR USE), WHETHER IN CONTRACT OR TORT, RESULTING FROM CUSTOMER'S USE OF THE PROVISIONAL CODE, EVEN IF MICROSTRATEGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MICROSTRATEGY'S LIABILITY SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER FOR THE PROVISIONAL CODE.

3.4 PROBLEM IDENTIFICATION

Once the problem has been identified, MicroStrategy Technical Support may provide Customers with one of the following as a solution to their issue:

Workarounds – alternative actions that can be used to complete tasks and provide a solution to limitations in the software. The case response time guidelines listed above are based on Customers actively working to implement MicroStrategy

Technical Support's suggestions, including workarounds.

Configuration Changes – a modification to the Customer's MicroStrategy environment settings to resolve the issue. The changes may relate to MicroStrategy software or any underlying technologies and systems.

Patches – the application of existing patches for MicroStrategy software addressing a critical issue.

Hotfixes – minor upgrades for MicroStrategy software addressing the issue.

Major and Minor Releases and Service Packs – upgrades for MicroStrategy software addressing the issue.

At times, defects in third party software may limit the operation of MicroStrategy software. In these cases, Technical Support will attempt to identify the defective component so that the Customer may seek a defect correction from the third party vendor. See the ThirdPartySoftware section for more details.

3.5 ISSUES THAT REQUIRE CODE CHANGES

Once a case is identified as requiring a code change, the status of the Technical Support case is changed from "Open" to "Logged-Informed". This indicates that Technical Support has reported (logged) the problem to the Software Development team and that the Customer has been notified (Informed).

Support Liaisons may obtain a status update for their "Logged-Informed" cases anytime by contacting MicroStrategy Technical Support and referencing their case number.

3.6 PROVIDING DATA TO MICROSTRATEGY TECHNICAL SUPPORT

During the course of troubleshooting and researching issues, it may be necessary to provide MicroStrategy Technical Support personnel with data from your systems (diagnostics, metadata copies, etc). For the convenience of our customers, MicroStrategy provides several methods to transmit this data including, but not limited to, Email, the MicroStrategy Support Site and the MicroStrategy Download Site. However, if the customer is sharing any confidential data which may be subject to government regulation, it is the customer's responsibility to transmit that data to MicroStrategy using MicroStrategy's Secure FTP Server. Customers should work with the Technical Support Engineer assigned to their case to coordinate any such data transfers.

4 PRODUCT RELEASES

4.1 RELEASE TYPES
MicroStrategy provides cumulative release types to Customers. These are described below.

4.1.1 Major Release
Major releases (X.y.z) are vehicles for delivering major and minor feature development and enhancements to existing features. They incorporate all applicable defect corrections made in prior major releases, minor releases, service packs, hotfixes, and patches. Major releases typically occur two or more years after the prior major release.

4.1.2 Minor Release
Minor releases (x.Y.z) are vehicles for delivering minor feature developments, enhancements to existing features, and defect corrections. They incorporate all applicable defect corrections made in prior minor releases, service packs, hotfixes, and patches. Minor releases typically occur one or more years after the prior minor release.

4.1.3 Service Pack

Service packs (x.y.Z) are vehicles for delivering enhancements to existing features and defect corrections. They incorporate all applicable defect corrections made in prior service packs, hotfixes, and patches. Service packs typically occur four or more months after the prior service pack release.

4.1.4 Hotfix

Hotfixes (x.y.z hotfix A) are vehicles for delivering critical defect corrections. They incorporate all applicable defect corrections made in prior hotfixes and patches. Hotfixes typically occur two or more months after the prior hotfix release for the most recent service pack.

4.1.5 Patches

Patches (x.y.z Hotfix A patch B or x.y.z patch B) are vehicles for critical defects that affect production systems. They are meant to provide a single correction for a single configuration, so they are not transferable to multiple configurations/systems. Patches occur on an as-needed basis.

4.2 REQUESTING A PATCH

Customers may request a new patch for a critical issue at any time. However, patches are made available at the discretion of MicroStrategy based on technical complexity, the Customer's business requirements, and schedules.

Once MicroStrategy agrees to create a patch, it is entered into a queue with other scheduled releases. Often times the wait period required for a patch is longer than the wait period for including the correction in an upcoming service pack or already scheduled hotfix.

Once a defect is corrected in a generally available release, any Customer who encounters that defect on an older version is expected to upgrade to that generally available release rather than requesting a patch.

4.3 SUPPORT EXPIRATION AND PRODUCT LIFE CYCLES

MicroStrategy supports each major and minor release for a minimum of three years from release. However, a major or minor release will continue to be supported until one year after its successor is made available. Additionally, MicroStrategy will support service packs for one year after its successor service pack is released. When a release is expired, all of its related service packs, hotfixes, and patches will also be expired.

The product expiration schedule is posted on the MicroStrategy corporate website at www.microstrategy.com/Support/Expiration.asp.

5 OTHER POLICIES

MicroStrategy Technical Support has outlined the following policies regarding Product Updates, renewal of Technical Support Services, and Customers with past due invoices.

5.1 PRODUCT UPDATES

Technical Support Services includes Product Updates (as such term is defined in the Software License Agreement between the

Customer and MicroStrategy). See the ProductReleases section for more details on Product Updates and support expiration.

A new License Key may be required when upgrading to a newer version of MicroStrategy. Contact your Account Executive or MicroStrategy Technical Support to request License Keys. Please allow several business days for processing.

5.2 RENEWAL OF TECHNICAL SUPPORT SERVICES

Customers are not allowed to renew Technical Support Services on a subset of their licensed MicroStrategy Products. When Technical Support Services comes due, the Customer has the option to either renew all licensed products or allow Technical Support Services for all of its licensed products to lapse.

5.3 CUSTOMERS WITH PAST DUE INVOICES

Technical Support Services are discontinued for Customers with past due invoices. Upon receipt of payment for the appropriate invoices, MicroStrategy reinstates Technical Support Services.

5.4 PHYSICAL DELIVERY OF PRODUCT MANUALS AND CDS

Effective October 1, 2005, Customers are charged a fee when requesting physical delivery of product manuals and CDs. Requests for physical materials through MicroStrategy Technical Support will be forwarded to the Customer's Account Executive for processing. Existing Customers that are current on Technical Support Services can continue to download documentation from the MicroStrategy Technical Support Site (https://support.microstrategy.com/) and software products from the MicroStrategy Download Site (https://download.microstrategy.com/) without charge.

6 LIMITATIONS OF SUPPORT

There are some limitations to Technical Support Services including on-site services, support for MicroStrategy Web customizations and the MicroStrategy Software Development Kit, and third party software support.

6.1 ON-SITE SERVICES

Technical Support Services do not include services which, in the usual course of MicroStrategy's business, are provided to Customers as consulting services. Such consulting services include, but are not limited to on-site system health analysis, custom application development and support, data warehouse design, requirements analysis, system performance tuning, and database design. Technical Support Services do not include on-site services. See the Appendix at the end of this document for offerings that include on-site support.

6.2 SUPPORT FOR MICROSTRATEGY WEB CUSTOMIZATIONS AND THE MICROSTRATEGY SOFTWARE DEVELOPMENT KIT

MicroStrategy Technical Support does not develop nor perform code reviews of customized code for Customers, but we will use our established skills in our software to help Customers identify issues with their own customizations. Support for MicroStrategy Web customizations and SDK is provided according to the following guidelines:

Technical Support provides information on the purpose and usage of the API in the MicroStrategy SDK.
Technical Support provides guidance on how to prevent or workaround an error that occurs when using the API.

Technical Support provides guidance on how to approach a customization and provides high-level information how to achieve certain functionality.

Technical Support does not create code for Customer's applications.

Technical Support does not provide exact steps on how to achieve a customization.

Technical Support does not perform code reviews of customizations

Support for MicroStrategy Command Manager user procedures is provided according to the following guidelines:

Technical Support provides information on the purpose and usage of the Command Manager sample outlines and procedures

Technical Support provides guidance on how to approach Command Manager custom procedures and provides high-level information on how to achieve certain functionality.

Technical Support does not create code for Customer's Command Manager custom procedures

Technical Support does not perform code reviews of Command Manager custom procedures

If after providing assistance in accordance with the guidelines above the Customer is still not able to successfully complete the customization, then Technical Support may refer the Customer to MicroStrategy Consulting to help ensure the success of the Customer's project.

6.3 THIRD PARTY SOFTWARE

The MicroStrategy Business Intelligence System depends on multiple third party components to operate properly. These components may include, but are not limited to databases, operating systems, firewalls, web browsers, application servers, web servers, and Java development kits. MicroStrategy Technical Support aids in the deployment of MicroStrategy's platform with these components, however we do not provide direct support for third party components. It is the Customer's responsibility to configure those components and ensure other applications function in the desired configuration before calling MicroStrategy Technical Support for any issue related to MicroStrategy software.

In certain instances, MicroStrategy Technical Support may be available to work with and provide information to the third party vendors. If a defect in third party software causes MicroStrategy software to perform less optimally, MicroStrategy Technical Support will identify the third party component so that the Customer may pursue a solution with the correct vendor.

6.4 LICENSING AND COMPLIANCE CASES

Customers may request MicroStrategy software license keys and log questions about their compliance to their license agreements with MicroStrategy Technical Support.

When a Customer logs a license key request, the MicroStrategy Technical Support team works with Sales Order Processing to obtain the keys. It may take several business days to process a license key request.

When a Customer logs a compliance case, MicroStrategy first attempts to determine whether the case is caused by an issue with the product. If the case is in fact an issue with the product, MicroStrategy Technical Support will facilitate resolution according to the case response guidelines detailed in this document. If it is determined that a compliance case is not caused by the product but is caused by over deployment, Customers will be asked to contact their Account Executive to realign their licensing agreement with their deployment.

7 CONTACT INFORMATION FOR TECHNICAL SUPPORT

Support Liaisons may contact Technical Support in the following ways:

North America:
Email: support@microstrategy.com
Web: https://resource.microstrategy.com/Support/
Fax: (703) 842-8709
Phone: (703) 848-8700
Message:(703) 848-8709
Hours: 9 a.m. - 7 p.m. EST, M-F except holidays

Europe, the Middle East, and Africa (EMEA)
Email: eurosupp@microstrategy.com
Web: https://resource.microstrategy.com/Support/
Fax: +44 (0) 208 711 2525
Phone: Belgium: +32 2792 0436
France: +33 17 099 4737
Germany: +49 22 16501 0609
Ireland: +353 1436 0916
Italy: +39 023626 9668
Poland: +48 22 321 8680
Scandinavia & Finland: +46 8505 20421
Spain: +34 91788 9852
The Netherlands: +31 20 794 8425
UK: +44 (0) 208 080 2182
International Distributors: +44 (0) 208 080 2183
Hours: United Kingdom: 9 a.m. - 6 p.m. GMT, M-F
except holidays
Mainland Europe: 9 a.m. - 6 p.m. CET, M-F except
holidays

Asia Pacific:
Email: apsupport@microstrategy.com
Web: https://resource.microstrategy.com/Support/
Fax: +81 3 3511 6740
Phone: Asia Pacific (except Australia, Japan and Korea):
+65 6303 8969
Australia: +61 2 9333 6499
Japan: +81 3 3511 6720
Korea: +82 2 560 6565
Hours: Asia Pacific (except Japan and Korea): 8 a.m. - 6
p.m. (Singapore), M-F (except holidays)
Japan and Korea: 9 a.m. - 6 p.m. (Tokyo), M-F (except
holidays)

Latin America:
Email: latamsupport@microstrategy.com
Web: https://resource.microstrategy.com/Support/
Fax: + 55 11 3044 4088
Phone: Latin America (except Brazil and Argentina): +54
11 5222 9360
Brazil: +55 11 3054 1010
Argentina: 0 800 444 MSTR
Hours: 9 a.m. - 7 p.m. (Sao Paulo), M-F except holidays

If the Support Liaison is unable to reach MicroStrategy Technical Support by phone during those hours, they have the option to send an email, fax, log a case via the Online Support Interface, or leave a detailed voice mail. MicroStrategy Technical Support only actively troubleshoots cases during the regular business hours outlined above except in the event of priority level one and priority level two production system cases for customers with a subscription to the 24x7 Technical Support option. Refer to the Appendix for more details on 24x7 services.

Support Liaisons should contact the Support Center in the location where Products were purchased. In the case of Multi-Continent Support, Support Liaisons should contact the Support Center to which they have been designated.

The Individual Technical Support Centers are closed on certain public holidays. In North America, these holidays reflect many U.S. national holidays. In Europe, Asia Pacific, and Latin America, these holidays reflect the national public holidays in each country.

8 CONTACT INFORMATION FOR MAINTENANCE RENEWAL

MicroStrategy's Maintenance Renewal Team addresses all questions regarding existing maintenance renewal agreements with MicroStrategy. Contact the Maintenance Renewal Team in the following ways:

North America:
Email: MicroStrategyMaintenanceRenewal@microstrategy.com
Phone: (703) 848-8700
Fax: (703) 842-8709

Latin America:
Email: MicroStrategyMaintenanceRenewal@microstrategy.com

Europe, the Middle East, and Africa (EMEA)
Please contact yourrespectivecountrysalesoffice.
You may also contact the EMEA maintenance manager at +44 (0)208 396 0075

APPENDIX

A. TECHNICAL SUPPORT LEVELS AND FEATURES

MicroStrategy offers five levels of Technical Support to Customers, Including Standard, Extended, Managed, Dedicated and Elite as well as several options that can be added on to any support package. Extended, Managed, Dedicated and Elite Support levels and all add-on options are sold for a particular Designated System. A Designated System Is defined as all projects contained within a single production MicroStrategy metadata Instance.

A.1 STANDARD SUPPORT[1]

Standard Support provides:

Live support during standard business hours: Support Liaisons have access to Technical Support Engineers during normal business hours as specified for their region in the ContactInformationforTechnicalSupport section of this document.

Technical Support Site: Support Liaisons have access to the Technical Support Site (Online Support Interface, Knowledge Base, Discussion Forums and Download Site) 24 hours a day, seven days a week, Including holidays.

Multiple contact methods: Support Liaisons can contact Technical Support via phone, E-mail, fax, and the Online Support Interface.

A.2 EXTENDED SUPPORT[1]

Extended Support offers all the benefits of Standard Support, plus:

24 X 7 Support[2]: Support Liaisons have emergency access to Technical Support Engineers 24 hours a day, seven days a week, Including holidays. At this time, 24X7 Support Is available In English only.

A.3 MANAGED SUPPORT[1]

Managed Support offers all the benefits of Standard Support, plus:

Assigned Case Manager: Support Liaisons are provided a Case Manager that acts as an escalation point, responsible for account overview and regular review of all customer cases. Additionally, all priority one and priority two cases logged with Technical Support are Immediately escalated to the Case Manager.

Scheduled conference calls: The Case Manager manages scheduled conference calls with Support Liaisons to discuss open cases, review current statuses, facilitate case escalations, and review general project status.

A.4 DEDICATED SUPPORT[1]

Dedicated Support offers all the benefits of Standard Support and Managed Support, plus:

Dedicated Support Engineer: Support Liaisons communicate directly with a Dedicated Support Engineer, a MicroStrategy expert who becomes a remote member of the Customer's project team and serves as the dedicated point of contact for all cases.

Customer application maintained in-house: MicroStrategy hosts a copy of the Customer application In-house for use by the Dedicated Support Engineer. This speeds resolution times and minimizes customer effort during the case resolution process.

Weekly status reports: MicroStrategy delivers an electronic status report highlighting Issue activity over the prior week.

Critical Issue Notification: Dedicated Support Engineer notifies customer of known Issues found Internally or reported by other customers that may Impact their projects

A.5 ELITE SUPPORT[1]

Elite Support offers all the benefits of Standard Support, Extended Support, Managed Support and Dedicated Support, plus:

Regular on-Site visits[3]: The Premium Support Engineer visits the Customer In order to review project timelines and status and to address open Technical Support cases

Priority Involvement In Beta Programs: Customers receive priority enrollment status in Beta Programs, which speeds rollout and ensures product stability In your environment.

Prioritized bug and enhancement requests: Customer defects and enhancement requests are prioritized ahead of all other customers, allowing for more timely resolution and less project impact.

A.6 SILVER SUPPORT

Silver Support is a legacy support package that offers all the benefits of Standard Support, plus:

24 X 7 Support[2]: Support Liaisons have emergency access to Technical Support Engineers 24 hours a day, seven days a week, including holidays. At this time, 24X7 Support is available in English only.

Priority Involvement in Beta Programs: Customers receive priority enrollment status in Beta Programs, which speeds rollout and ensures product stability in your environment.

Prioritized bug and enhancement requests: Customer defects and enhancement requests are prioritized ahead of all other customers, allowing for more timely resolution and less project impact.

B. COMPARISON OF OFFERINGS

The following table summarizes all services available with each Technical Support offering:

SERVICES	DESCRIPTION	STANDARD	EXTENDED	MANAGED	DEDICATED	ELITE
Regular On-Site Review Meetings[3]	The dedicated support engineer visits customer site to review project status and to address open technical support cases					√
Prioritized Bug Requests	Customer bug requests are prioritized ahead of non-Elite level customers' requests, allowing for quicker issue resolution					√
Priority Involvement in Beta Programs	Customers receive priority enrollment status in Beta Programs, which speeds customer rollout of future releases					√
Prioritized Product Enhancement Requests	The dedicated support engineer regularly reviews outstanding enhancement requests with customer; these enhancements receive priority attention from MicroStrategy's development staff					√
Dedicated Support Engineer	Customer is assigned a dedicated support engineer who acts as a remote member of the project team and is directly responsible for working on all technical support cases				√	√
Environment Replication	MicroStrategy maintains a copy of the customer's metadata in-house, leading to quicker issue resolution				√	√
Weekly Status Reports	Dedicated Support Engineer or Case Manager provides customer with weekly electronic status reports which cover all				√	√

SERVICES	DESCRIPTION	STANDARD	EXTENDED	MANAGED	DEDICATED	ELITE
	Issue activity and the status of all open cases					
Critical Issue Notification	Dedicated Support Engineer or Case Manager notifies customer of known issues found Internally or reported by other customers which may impact their projects				√	√
Assigned Case Manager	Customer Is assigned a Technical Support Case Manager who is responsible for account overview and regular review of all open cases, and is available as an any-time escalation point of contact for critical Issues			√	√	√
Recurring Project Status Conference Calls	Customer has regularly scheduled conference calls with the dedicated contact to review and prioritize open cases and discuss project plans and new initiatives			√	√	√
24x7x365 Critical Tech Support[2]	Customers receive 24x7x365 access to MicroStrategy Technical Support staff for all critical Issues	option	√	option	option	√
Weekend Assistance[4]	Customers that have project upgrades scheduled over a weekend have access to Technical Support should any critical issues arise	option	√	option	option	√
New Software Releases and Updates	Customers receive access to the latest versions of MicroStrategy Software and Documentation	√	√	√	√	√
Multi-Channel Communication	Customers can contact Technical Support by phone, e-mail or online	√	√	√	√	√
Customer-Designated Support Liaisons	Support Liaisons are the individuals designated by the customer with the authorization to interface with MicroStrategy Technical Support	2	3	3	3	4
Knowledge Base Access	24x7 access to our comprehensive Knowledge Base, which includes over 8000 Tech Notes	√	√	√	√	√
Multi-Continent Support[4]	Customers with deployments in multiple geographies may assign their Support Liaisons to any MicroStrategy Support center worldwide	option	option	option	option	option
Additional Support Liaisons	Customers may increase the number of authorized individuals who have direct access to MicroStrategy Support	option	option	option	option	option

The Customer may upgrade their level of support by contacting a Technical Support Manager or their Account Executive.

---

[1] Standard Support was previously named Bronze Support. Managed Support was previously named Premium Bronze Support. Elite Support was previously named Gold Support. Extended Support replaces the previous Silver Support plan. Dedicated Support is a new offering. These changes became effective November 1, 2008.

[2] 24x7 Technical Support is available for Priority One and Priority Two issues as defined in this document and is available in English only. During non-business hours, MicroStrategy's 24x7 support engineers will stabilize the customer application or find a suitable workaround, but final determination of the cause may extend to our regular business hours when all resources are available. 24x7 support does not include Technology or code-level support.

[3] The Premium Support Engineer will be available to perform an On-Site Visit semi-annually at no additional cost to The Customer. The Customer may request additional visits, up to one visit per quarter, but shall be responsible for reimbursing MicroStrategy for reasonable travel and out-of-pocket expenses incurred in connection with the additional On-Site Visits.

[4] Weekend assistance will be provided for One and Priority Two Issues as defined in this document for a period of 30 days from initial activation by The Customer. Activation must occur during normal business hours. Available in English only.

[5] Customers with deployments in multiple locations may need to have Support Liaisons access different Support Centers. With Multi-Continent Support, the Customer may assign each Support Liaison to the specific Support Center that best mirrors the Support Liaison's local business hours.

EXHIBIT B

MicroStrategy
Best In Business Intelligence
MicroStrategy Price Quotation
Created Dec-29-2011

| United States: Quote 182810 - 4 |

Prepared by your MicroStrategy Representative: Olson, Michael (4834)
This quote expires: Dec-14-2011

Licensee: City of Austin (921708)

Ship To		Bill To	
Customer Name	City of Austin (921708)	Customer Name	City of Austin (921708)
Contact Name	Van Wie, Tina (228490)	Contact Name	-, IT Procurement (272979)
Contact Email	tina.vanwie@ci.austin.tx.us	Contact Email	-
Contact Address	301 West 2nd Street	Contact Address	PO Box 1088
City	Austin	City	Austin
State	TX	State	TX
Postal Code	78701	Postal Code	78767
Country	USA	Country	USA

Renewal Environment 1

SKU	Description	SKU Type	Price	Quantity	Subtotal	Start Date	End Date
30078	MicroStrategy Technical Support Standard Renewal-Add'l	Per Year	USD124,063.50	N/A	USD 98,231.10	Dec-16-2011	Sep-30-2012
City of Austin - Enterprise Reporting (108823)							
78563	MicroStrategy Architect 9.0 2	Named User	N/A	10	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78564	MicroStrategy Desktop Analyst Module 9.0.2	Named User	N/A	30	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78565	MicroStrategy Desktop Designer Option 9.0.2	Named User	N/A	30	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78566	MicroStrategy Office 9.0.2	Named User	N/A	200	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78567	MicroStrategy Mobile 9.0.2	Named User	N/A	200	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78568	MicroStrategy SDK 9.0.2	Named User	N/A	2	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78572	MicroStrategy Command Manager Unlimited Intelligence Server Named Users 9.0.2	Named User	N/A	4	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78575	MicroStrategy Integrity Manager Unlimited Intelligence Server Named Users 9.0.2	Named User	N/A	4	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78578	MicroStrategy Object Manager Unlimited Intelligence Server Named Users 9.0.2	Named User	N/A	4	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78584	MicroStrategy MultiSource Option 9.0.2	Named User	N/A	200	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78605	MicroStrategy Intelligence Server Module 9.0.2	Per CPU-Unrestricted	N/A	12	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78606	MicroStrategy Intelligence Server Universal Option 9.0.2	Per CPU-Unrestricted	N/A	12	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78607	MicroStrategy Report Services Option 9.0.2	Per CPU-Unrestricted	N/A	12	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78608	MicroStrategy OLAP Services Option 9.0.2	Per CPU-Unrestricted	N/A	12	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78609	MicroStrategy Distribution Services Option 9.0.2	Per CPU-Unrestricted	N/A	12	(Inv. #:61422)	Dec-16-2011	Sep-30-2012

MicroStrategy
Best in Business Intelligence®
MicroStrategy Price Quotation
Created Dec-29-2011

United States: Quote 182810 - 4

Renewal Environment 1

SKU	Description	SKU Type	Price	Quantity	Subtotal	Start Date	End Date
78610	MicroStrategy MultiSource Option 9.0.2	Per CPU-Unrestricted	N/A	12	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78611	MicroStrategy Clustering Option 9.0.2	Per CPU-Unrestricted	N/A	12	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78612	MicroStrategy Web Reporter Module 9.0.2	Per CPU-Unrestricted	N/A	12	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78613	MicroStrategy Web Universal Option 9.0.2	Per CPU-Unrestricted	N/A	12	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78614	MicroStrategy Web Analyst Option 9.0.2	Per CPU-Unrestricted	N/A	12	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78616	MicroStrategy Web MMT Option 9.0.2	Per CPU-Unrestricted	N/A	12	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78618	MicroStrategy Power User 9.0.2	Named User	N/A	200	(Inv. #:61422)	Dec-16-2011	Sep-30-2012
78638	MicroStrategy Enterprise Manager Unlimited Intelligence Server Named Users 9.0.2	Per DSI	N/A	2	(Inv. #:61422)	Dec-16-2011	Sep-30-2012

Net Total   USD 98,231.10

Grand Total   USD 98,231.10

Accepted By

LICENSEE INITIALS _____   Date 12/30/11

EXHIBIT C

MicroStrategy
Best in Business Intelligence
MicroStrategy Price Quotation
Created Dec-29-2011

EXHIBIT A

| United States: Quote 182819 - 4 |

Prepared by your MicroStrategy Representative: Olson, Michael (4834)
This quote expires: Oct-28-2011

Licensee: City of Austin d/b/a Austin Energy (952738)

Ship To		Bill To	
Customer Name	City of Austin d/b/a Austin Energy (952738)	Customer Name	City of Austin d/b/a Austin Energy (952738)
Contact Name	Dokka, Ram (12765)	Contact Name	-, Payments Section - Electric Util (285761)
Contact Email	ram.dokka@austinenergy.com	Contact Email	-
Contact Address	721 Barton Springs Rd	Contact Address	PO Box 3546
City	Austin	City	Austin
State	TX	State	TX
Postal Code	78704	Postal Code	78764-3546
Country	USA	Country	USA

Renewal Environment 1

SKU	Description	SKU Type	Price	Quantity	Subtotal	Start Date	End Date
30083	MicroStrategy Technical Support Standard Renewal-1st Yr	Per Year	USD123,640.00	N/A	USD 113,816.55	Oct-30-2011	Sep-30-2012
Enterprise BI (116007)							
78563	MicroStrategy Architect 9.0.2	Named User	N/A	2	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78564	MicroStrategy Desktop Analyst Module 9.0.2	Named User	N/A	10	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78565	MicroStrategy Desktop Designer Option 9.0.2	Named User	N/A	10	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78566	MicroStrategy Office 9.0.2	Named User	N/A	100	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78567	MicroStrategy Mobile 9.0.2	Named User	N/A	100	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78568	MicroStrategy SDK 9.0.2	Named User	N/A	2	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78572	MicroStrategy Command Manager Unlimited Intelligence Server Named Users 9.0.2	Named User	N/A	2	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78575	MicroStrategy Integrity Manager Unlimited Intelligence Server Named Users 9.0.2	Named User	N/A	2	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78578	MicroStrategy Object Manager Unlimited Intelligence Server Named Users 9.0.2	Named User	N/A	2	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78584	MicroStrategy MultiSource Option 9.0.2	Named User	N/A	50	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78605	MicroStrategy Intelligence Server Module 9.0.2	Per CPU-Unrestricted	N/A	8	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78606	MicroStrategy Intelligence Server Universal Option 9.0.2	Per CPU-Unrestricted	N/A	8	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78607	MicroStrategy Report Services Option 9.0.2	Per CPU-Unrestricted	N/A	8	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78608	MicroStrategy OLAP Services Option 9.0.2	Per CPU-Unrestricted	N/A	8	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78609	MicroStrategy Distribution Services Option 9.0.2	Per CPU-Unrestricted	N/A	8	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012

MicroStrategy
Best in Business Intelligence
MicroStrategy Price Quotation
Created Dec-29-2011

United States: Quote 182819 - 4

Renewal Environment 1

SKU	Description	SKU Type	Price	Quantity	Subtotal	Start Date	End Date
78610	MicroStrategy MultiSource Option 9.0.2	Per CPU-Unrestricted	N/A	8	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78611	MicroStrategy Clustering Option 9.0.2	Per CPU-Unrestricted	N/A	8	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78612	MicroStrategy Web Reporter Module 9.0.2	Per CPU-Unrestricted	N/A	8	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78613	MicroStrategy Web Universal Option 9.0.2	Per CPU-Unrestricted	N/A	8	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78614	MicroStrategy Web Analyst Option 9.0.2	Per CPU-Unrestricted	N/A	8	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78616	MicroStrategy Web MMT Option 9.0.2	Per CPU-Unrestricted	N/A	8	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78618	MicroStrategy Power User 9.0.2	Named User	N/A	50	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012
78638	MicroStrategy Enterprise Manager Unlimited Intelligence Server Named Users 9.0.2	Per DSI	N/A	2	(Inv. #:10006368)	Oct-30-2011	Sep-30-2012

Net Total   USD 113,816.55

Grand Total   USD 113,816.55

Accepted By

LICENSEE INITIALS _____ Date _____

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B)   (1)   Not to engage in any discriminatory employment practice defined in this chapter.

(2)   To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3)   To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4)   To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5)   To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6)   To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7)   To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____29ᵀᴴ_____ day of _____DECEMBER_____, _____2011_____

CONTRACTOR   MICROSTRATEGY SERVICES CORPORATION

Authorized Signature _____

Title   Douglas K. Thede
                                  Vice President
                                  & Treasurer

EXHIBIT C
NON-SUSPENSION OR DEBARMENT CERTIFICATION

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

CITY OF AUSTIN

PURCHASING OFFICE

FORM 1295 "CERTIFICATE OF INTERESTED PARTIES" INSTRUCTIONS

As required by Section 2252.908 of the Texas Government Code, the Business Entity constituting the Offeror is required to submit to the City a complete Form 1295 "Certificate of Interested Parties" that is signed and notarized prior to contract execution.

The Business Entity will use Form 1295 to make and reaffirm the disclosure of Interested Parties. See definitions below:

1. Interested Party – a person who has a Controlling Interest in a Business Entity with whom the City contracts or who actively participates in facilitating the Contract or negotiating the terms of the Contract, including a broker, intermediary, adviser, or attorney for the Business Entity.

2. Controlling Interest – means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stocks or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers

3. Business Entity – any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

Revised December 2015

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B)   (1)   Not to engage in any discriminatory employment practice defined in this chapter.

     (2)   To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

     (3)   To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

     (4)   To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

     (5)   To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

     (6)   To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

     (7)   To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources

representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ 18 _____ day of _____ November _____, _____ 2016 _____

CONTRACTOR _____ Microstrategy Services Corp. _____

Authorized
Signature _____

Title _____ V. P FINANCE _____

City of Austin FSD Purchasing Office
Certificate of Exemption

DATE: 07/29/2016   DEPT: CTM

TO: Purchasing Officer or Designee   FROM: Corina Preston, IT Supervisor Senior

BUYER: Sai Purcell   PHONE: (512) 974-7823

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of $50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

○ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality

○ a procurement necessary to preserve or protect the public health or safety of municipality's residents

○ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property

○ a procurement for personal, professional, or planning services

○ a procurement for work that is performed and paid for by the day as the work progresses

○ a purchase of land or right-of- way

◉ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

○ a purchase of rare books, papers, and other library materials for a public library

○ paving, drainage, street widening and other public improvements, or related matters, if at least one- third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements

○ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

○ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212

○ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for

cooperative purchasing administered by a regional planning commission established under Chapter 391

○ services performed by blind or severely disabled persons

○ goods purchased by a municipality for subsequent retail sale by the municipality

○ electricity

○ advertising, other than legal notices

○ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.
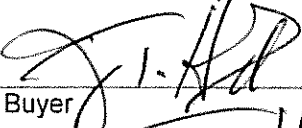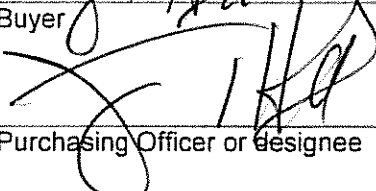
- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.

- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.

- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.

- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.

- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.

- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

$132,500 for 12 months, with four 12-month renewal options in an amount of $132,500 per option, for a not to exceed amount of $662,500 for software support and maintenance with MicroStrategy, Inc., Tyson Corner, VA for MicroStrategy business intelligence software.
Shay Nadir snadir@microstrategy.com 703-270-2326

4. Please attach any documentation that supports this exemption.

5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

Purchase of software support and maintenance for MicroStrategy business intelligence software . This software is only available from the vendor because MicroStrategy business intelligence is a one of a kind copyrighted product.
Letter from vendor attached.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with MicroStrategy, Inc.
which will cost approximately $662,500.00_____(Provide estimate and/or breakdown of cost).

Recommended Certification	_Originator_	8/1/2016 _Date_
Approved Certification	_Department Director or designee_	8/4/2016 _Date_
	Assistant City Manager / General Manager or designee (if applicable)	8/4/16 _Date_
Purchasing Review (if applicable)	_Buyer_	8/4/16 _Date_ _Manager Initials_
Exemption Authorized (if applicable)	_Purchasing Officer or designee_	8/4/16 _Date_

02/26/2013

MicroStrategy   1850 Towers Crescent Plaza, Tysons Corner, VA 22182
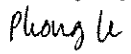
VIA EMAIL (PDF)
Tina Van Wie
City of Austin
P.O. Box 1088
Austin, TX 78767

Dear Tina,

MicroStrategy Incorporated is the owner and developer of the MicroStrategy Products, and MicroStrategy
Services Corporation is the only Affiliate of MicroStrategy Incorporated located in the United States that can
provide both MicroStrategy analytics Products and Technical Support Services, including but not limited to
the MicroStrategy Products licensed by City of Austin.

Respectfully,

Phong Le   7/20/2016 | 9:53 AM EDT
7524F7550BE5497

Phong Le
Senior Executive Vice President and Chief Financial Officer

MicroStrategy

1850 Towers Crescent Plaza, Tysons Corner, VA 22182

MAINTENANCE RENEWAL ORDER 368216

Customer: City of Austin

<u>Bill To</u>: -, IT Procurement (1224475); -; PO Box 1088, Austin TX 78767 USA

DSI: City of Austin - Enterprise Reporting (105823)

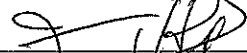| SKU	Description	Start Date	End Date	Subtotal
30078	MicroStrategy Technical Support Standard Renewal-Addl	Oct-1-2016	Sep-30-2017	USD 132,499.49
			Grand Total	USD 132,499.49

Thank you for choosing MicroStrategy (we/us) and our innovative analytics, mobile and security offerings to serve your business needs. We look forward to continue working with you.

Expiration. This order will expire if you do not sign it by **Dec-31-2016**.

Technical Support Renewal. This order is for the renewal of an expiring annual subscription(s) to technical support related to the DSI(s) listed above. The terms governing that expiring subscription(s) will also govern this order.

ACCEPTED AND AGREED TO BY:

Customer: City of Austin (You)

_____ (Signature)

Name: _____JAMES T. HOWARD_____

Title: _____CORPORATE PURCHASING MANAGER_____

Date: _____11/22/16_____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1	Name of business entity filing form, and the city, state and country of the business entity's place of business.	Certificate Number: 2016-137507
	MicroStrategy Services Corporation Tysons Corner, VA United States	Date Filed: 11/16/2016
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Austin	Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

REQ 24059
Technical Support for Software Licenses

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Phillips, Joseph	Tysons Corner, VA United States		X
Le, Phong	Tysons Corner, VA United States	X	
MicroStrategy Incorporated	Tysons Corner, VA United States	X	

5 Check only if there is ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP

Sworn to and subscribed before me, by the said _Pedro Chavez_ , this the _18_ day of _November_, 20_16_ , to certify which, witness my hand and seal of office.

_____ #7525393
Signature of officer administering oath

Samantha Na Young Yoo
Printed name of officer administering oath

Associate Manager, Commercial Operation
Title of officer administering oath