



CLICKWRAP SOFTWARE LICENSE AGREEMENT

October 2016

THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR USE OF MICROSTRATEGY SOFTWARE PRODUCTS (“PRODUCTS”). BY ELECTRONICALLY ACCEPTING THESE TERMS AND CONDITIONS, YOU (“YOU,” “YOUR”) WILL ENTER INTO AN AGREEMENT (“AGREEMENT”) WITH AN AFFILIATE OF MICROSTRATEGY INCORPORATED LOCATED IN THE COUNTRY WHERE THE PRODUCTS ARE DELIVERED OR, IF NO SUCH AFFILIATE EXISTS, MICROSTRATEGY SERVICES CORPORATION AND MICROSTRATEGY LIMITED (“WE,” “US,” “OUR”) UNDER THE TERMS AND CONDITIONS BELOW. THIS AGREEMENT DOES NOT APPLY TO PRODUCTS THAT YOU LICENSE FROM US PURSUANT TO AN ORDER THAT WE ACCEPT; THE TERMS GOVERNING THOSE PRODUCT LICENSES SUPERSEDE THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, “YOU” AND “YOUR” REFERS TO THAT COMPANY.

1. License Grant. We grant you and your affiliates a non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement and in accordance with applicable law, to (a) install Products on servers and workstations under your control or under the control of your third party service provider in the country to which the Products are delivered; and (b) Use Products (including the user documentation normally distributed or made available as part of the Products (“Documentation”)) in support of your internal business operations. “Use” means to (i) grant Named Users located anywhere in the world access to the Products; and (ii) enable the Products to email reports and dashboards to Named Users located anywhere in the world; and (iii) enable the Products to deliver reports to a file server or printer to be accessed by Named Users located anywhere in the world; and (iv) exercise the foregoing rights for purposes of internally evaluating the Products, in which case we may limit your license to the Products to a specific period of time that we determine. “Named User” means a single individual designated by you as a user of a Product on a non-temporary basis. We will provide you basic technical support for the Products, and will deliver each Product to you by making it available to you via an electronic download. We may terminate your use of the Products upon written notice to you if you breach a material provision of this Agreement and fail to cure the breach within thirty (30) days following such notice. When this Agreement terminates, the license granted in this section will terminate and you must uninstall and cease use of the Products.

2. Certain Obligations and Restrictions. You are responsible for your Named Users’ compliance with this Agreement. You will not (a) copy, display, distribute, or otherwise use the Products in any manner or for any purpose not expressly authorized by this Agreement; or (b) create derivative works of or otherwise modify the Products; or (c) reverse engineer, decompile or disassemble the Products or the metadata created by the Products; or (d) disclose results of any benchmarking tests without our prior consent; or (e) use the Products in a manner that violates an individual’s privacy right set forth by statute, rule, regulation or case law; or (f) use the Products to process data that is directly accessed or utilized by the software products of one of our direct competitors.

3. Intellectual Property Ownership. We, our affiliates and our licensors will own all right, title and interest in and

to the Products. The Products are licensed and not sold. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, “Trademarks”). To the extent a party grants any rights or licenses to its Trademarks to the other party in connection with this Agreement, the other party’s use of such Trademarks will be subject to the reasonable trademark guidelines provided in writing by the party that owns the Trademarks.

4. Limited Warranties and Remedies.

EACH PRODUCT PROVIDED BY US OR ANY OF OUR AFFILIATES IS PROVIDED “AS IS”. NO WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NON-INFRINGEMENT.

Each party warrants that it will comply with all applicable statutes, laws, rules and regulations in the exercise of its rights and the performance of its obligations under this Agreement.

You acknowledge that the direct or indirect transfer of Products contrary to United States law is prohibited. You warrant that (i) you are not a Restricted Party; and (ii) you are not controlled by or acting on behalf of any Restricted Party; and (iii) neither you nor any of your employees, agents or contractors will transfer or allow any Product to be transferred to any Restricted Party. “Restricted Party” means any person or entity that is (1) listed on any of the lists of persons or entities maintained by the United States government that prohibit such persons or entities from receiving exports or services; or (2) a national or resident of, or an entity or governmental authority in, any country or territory that is or becomes subject to United States export controls for anti-terrorism reasons or with which United States persons are generally prohibited from engaging in financial transactions.

5. Limitation of Liability. IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES FOR

ANY DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WE OR ANY OF OUR AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON.

6. Audit. You will keep accurate and complete records relating to your activities under this Agreement. At our request but not more than once annually, we may audit such records and your use of the Products.

7. Data Protection. You will not transfer to us or provide us any access to any data or information that is subject to regulation under Applicable Data Protection Law (“Protected Data”) in connection with this Agreement, including without limitation Personal Data, Protected Health Information and Personally Identifiable Information (as such terms are defined in Applicable Data Protection Law), except for Protected Data related to your contact persons. “Applicable Data Protection Law” means all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Protected Data including, without limitation, the European Union Directives governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security. We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements. You are responsible for providing any notices and obtaining any consents and approvals required to collect, process, transfer, maintain and use the data collected by you in connection with your use of the Products.

8. Notices. All notices will be in writing and will be deemed to have been given when (a) personally delivered; or (b) sent by electronic mail; or (c) sent by a commercial overnight courier. You will provide notices to: MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: crequest@microstrategy.com.

9. Assignment. This Agreement may not be assigned or otherwise transferred in whole or in part by you, including by operation of law, without our prior written approval.

10. Other Provisions. Each party will treat the other party’s confidential information with the same care as it

treates its own confidential information and, upon termination of this Agreement, will return to the other party any of its confidential information under its control. This Agreement and the parties’ relationship under it will be interpreted under and governed by the laws of the Commonwealth of Virginia and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. This Agreement will not be subject to the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement, the parties’ relationship under it or the Products will be subject to the exclusive jurisdiction of the state and federal courts with jurisdiction over Fairfax County, Virginia. Both parties hereby irrevocably consent to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding. In any dispute, the prevailing party will be entitled to recover its cost of enforcing its claim, including but not limited to reasonable attorney fees. When you access any product, service, content or item of a third party (each, a “Third Party Solution”) with connectors included as part of the Products, you agree and acknowledge that (a) you may download content from the servers of the Third Party Solution provider; and (b) your access to the Third Party Solution with such connectors will be for the purpose of utilizing the Third Party Solution in conjunction with the Products; and (c) we are not responsible for interruptions of service caused by the Third Party Solution provider; and (d) our relationship with the Third Party Solution provider is subject to termination and cancellation; and (e) you may not remove or obscure any patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any output of the Products. We will collect anonymous usage data related to your Use of the Products; for clarity, such data will not include personal information. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement or your use of the Products. The failure of either you or us to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the party otherwise entitled to exercise or enforce it. Any provision of this Agreement that would reasonably be expected to survive will survive the termination of this Agreement. There are no intended third party beneficiaries of this Agreement. This Agreement comprises the entire agreement between you and us and supersedes all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral.