


## OFFICIAL RULES FOR THE MICROSTRATEGY SMART ANALYTICS CHALLENGE CONTEST

- 1. Contest Description:** The MicroStrategy “Smart  Analytics Challenge” contest (the “Contest”) is designed to highlight innovative analytic solutions built by MicroStrategy customers and prospective customers using the R integration capability of the MicroStrategy platform. R is a language and environment for statistical computing and graphics, and provides powerful options for MicroStrategy users to extend their analytical reach. MicroStrategy provides support for R integration using MicroStrategy Analytics Desktop, MicroStrategy Analytics Enterprise and in the MicroStrategy Cloud. Judges will choose the winning entries and prizes will be awarded in accordance with these Official Rules (the “Rules”).
- 2. Sponsorship and Eligibility:** The Contest is sponsored by MicroStrategy Incorporated (“MicroStrategy”), with a principal place of business at 1850 Towers Crescent Plaza, Tysons Corner, VA, 22182, USA. There is no purchase necessary to enter or win. The Contest is open to existing (as of January 26, 2014) MicroStrategy Customers in good standing (each a “customer”) and prospective Customers of MicroStrategy. Each person entering as, or on behalf of a Customer or prospective Customer, must be 21 years of age at the time of entry; must be a legal resident of the 50 United States or the District of Columbia at the time of entry; must have the permission of their organization to submit an entry into this Contest; and the Customer or prospective Customer’s organization must be legally organized under the laws of the 50 United States or the District of Columbia.

MicroStrategy partners, employees, interns, officers, and directors of MicroStrategy or any of its respective subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, and web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household (whether related or not) are not eligible to enter or win. For purposes of these Official Rules, “entrant” and “you” refers to the person submitting a given entry as well as the entity (i.e., customer or prospective customer) on whose behalf that entry is submitted.

- 3. Contest Period:** The Contest period begins on January 27, 2014 at 9:00:00 A.M. Eastern Time (ET) and ends on May 31, 2014 at 6:00:00 P.M. ET (the “Contest Period”).

**4. How to Enter:** To enter the Contest, entrants should take the following steps:

1. Visit the Contest website available at:  
<https://www.microstrategy.com/microstrategyworld/smartRanalytics> to obtain a form outlining all Submission Information that must be submitted.
2. Send in the following Submission Information, as outlined on the website link above:
  - The R script used to implement the R analytics.
  - The Report or Dashboard where the R analytic is used. Please note that acceptable formats for the report or dashboard include:
    - screenshots describing the analytical workflow;
    - video recordings of the application;
    - dashboard in .mstr format, if using MicroStrategy Analytics Desktop;
    - a configuration link if submitting a MicroStrategy Mobile app;
    - dashboard in .mht format; and
    - a link to your dashboard or report, if using MicroStrategy Cloud.
  - A description of the business problem presented, why R was used to solve that business problem, and what business value was achieved through the use of the R analytic tool's integration with MicroStrategy.
  - The entrant's name, title, company name, address, phone number, and email address.

There is no cost to enter the contest. All Contest Submission materials can be created using MicroStrategy Analytics Desktop, MicroStrategy Analytics Enterprise, or MicroStrategy Cloud. Prospective customers can enter the contest using the free MicroStrategy Analytics Desktop, which can be downloaded at the following URL: <https://www.microstrategy.com/free>

One entry per Customer or prospective Customer, except if each submission is from a different business unit and solves a different business problem.

Contest Submission Information must: (1) be complete (as determined by MicroStrategy); (2) in English (unless otherwise specified); (3) submitted during the Contest Period; (4) not contain material which is (or promote activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; (5) not include mention or performance of any copyrighted media production including but not limited to music, films, books, television programming, etc., or identifying descriptions of any media property; (6) not contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement, without limiting the forgoing, video/photo submissions must not include third party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures; (7) not feature music that is not originally written, performed and produced by entrant only; all music featured in any video/photo must be available to publicize and broadcast on a license-free, no compensation basis; (8) not include third parties, including but not limited to minors, celebrities and friends, who have not expressly authorized entrant to display their image, likeness or voice in any submitted video/photo or otherwise use such image, likeness or voice in accordance with these Rules. Any submission not meeting the above-mentioned criteria will be disqualified in Sponsor's sole discretion.

Entrants will be judged on their dashboards as described in the Rules.

Entries sent by anyone who does not meet the Eligibility requirements or does not comply with these Rules will not be considered eligible entries. MicroStrategy accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused.

- 5. Duties of Participants:** By entering, each entrant agrees to be bound by these Rules, the Affidavit of Eligibility and Liability/Publicity Release (the "Release") (if selected as a winner), and the decisions of MicroStrategy which shall be final. Because these Rules form a legally binding agreement with respect to this Contest, please read them carefully. If you do not agree to the Rules, you are not eligible to participate in the Contest or to win a prize. You agree that submission of an entry in the Contest constitutes your agreement to these Rules. The person submitting an entry hereby represents and warrants that he/she is authorized to do so on behalf of the entity (e.g., Customer or prospective Customer) identified on the entry.

Entrants certify that their submission is original and that they are the sole and exclusive owner and rights holder of the submitted submission (or if they are not sole and exclusive owner and rights holder of the submission, that they have obtained the necessary permission to include the submission in the Contest) and that they have the right to submit the submission in the Contest. Each entrant agrees not to participate in the Contest in any manner that might: (i) infringe any third-party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; or (ii) otherwise violate applicable law in any countries in the world. Data used in the submitted dashboard may be original or unoriginal. To the extent that the data used in the submitted dashboard is unoriginal, it must comply with the Rules stated above and herein and Entrants must seek permission to use the data from its owner and Entrants must comply with any and all applicable laws in any country, state, or jurisdiction with regard to the use of that data.

- 6. Limitations of Liability and Releases:** This Contest is governed by the laws of the United States. All federal, state, and local laws apply. MicroStrategy and the employees, officers, directors, shareholders, agents, and representatives of MicroStrategy, affiliates, subsidiaries, and advertising, promotion and legal advisors are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (ii) telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, or difficulties; (iii) errors in transmission or other errors; (iv) any condition caused by events beyond the control of MicroStrategy that may cause the contest to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of a prize, or from participation in the Contest; or (vi) any printing, typographical, or other errors in any materials associated with the Contest.

The winner agrees that, by accepting the prize, MicroStrategy, along with our affiliates and agents will have no liability, and will be held harmless by the winner for any liability, loss, injury or damage to property or person, including death, and reasonable attorney's fees and court costs, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize or participation in the Contest, even if caused or contributed to by our negligence. You agree that our decisions related to the Contest are final. Each winner agrees that, by participating in the Contest, MicroStrategy may use the winner's name, image or likeness in any manner and in any medium for our promotional purposes without additional compensation, except where prohibited by law. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO

KEEP INDEMNIFIED MICROSTRATEGY AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES RESULTING FROM ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU SET FORTH HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP INDEMNIFIED MICROSTRATEGY AT ALL TIMES FROM AND AGAINST ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES FOR OR IN RESPECT OF WHICH MICROSTRATEGY WILL OR MAY BECOME LIABLE BY REASON OF OR RELATED OR INCIDENTAL TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE RULES INCLUDING WITHOUT LIMITATION RESULTING FROM OR IN RELATION TO ANY BREACH, NON-OBSERVANCE, ACT OR OMISSION WHETHER NEGLIGENT OR OTHERWISE, PURSUANT TO THESE RULES BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD MICROSTRATEGY, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND ASSIGNS HARMLESS FOR ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE CONTEST AND/OR USE OR ACCEPTANCE OF ANY PRIZE WON.

- 7. Violation of Contest Rules:** By entering the Contest, you agree to comply with and be bound by the Rules. Failure to comply with these Rules may result in your disqualification from the Contest. You further agree to comply with and be bound by the decisions of MicroStrategy and its judges, which are final and binding in all respects. MicroStrategy reserves the right in its sole discretion to disqualify any entrant it finds to be: (1) tampering or attempting to tamper with the entry process or the operation of the Contest; (2) violating the Rules; (3) violating the terms of service, conditions of use or general rules or guidelines of any MicroStrategy property or service; (4) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or (5) failure to comply with the Rules or Release requirements. Return of any prize/prize notification may result in disqualification and selection of an alternate winner.

Any false information provided within the context of the Contest by any entrant concerning identity, postal address, ownership of rights or non-compliance with the Rules may result in the immediate disqualification of an Entrant from the Contest. MicroStrategy further reserves the right to disqualify any entry that it believes in its sole and unfettered discretion, infringes upon any third party right, violates any law or otherwise does not comply with these Rules. In addition, any attempt by an entrant or any other individual to deliberately damage any property or undermine the legitimate operation of the contest may be a violation of criminal and civil laws.

Should such an attempt be made, MicroStrategy reserves the right to seek damages from any such person to the fullest extent permitted by law.

**8. Judging and Selection of Winners:** Any submission that does not comply with the Rules will be disqualified and will not be judged. Entries which comply with the Rules will be judged by a panel of MicroStrategy employees based on the following criteria:

- (i) Compelling Use of R Analytics (25%)
- (ii) Integration of Analytics with BI (30%)
- (iii) Business Value (25%)
- (iv) Creative Design & Superior Ease-of-Use (20%)

Decisions of the judges are final and binding. In the event there are no eligible entries, no prizes will be awarded. If a winner is not able for whatever reason to accept a prize, then MicroStrategy reserves the right to select an alternate potential winner in accordance with these Official Rules.

**9. Description of the Prizes:** One (1) grand prize winner will win one (1) complimentary admission pass to MicroStrategy World Barcelona 2014 including roundtrip airfare and hotel accommodations for four (4) nights for one (1) person with an approximate retail value of \$4,000.00 USD (four thousand U.S. dollars) (the "Grand Prize"). MicroStrategy World Barcelona 2014 is scheduled from July 7, 2014 to July 10, 2014. Three (3) second prize winners will each win one (1) complimentary admission pass to MicroStrategy World Barcelona 2014 or to MicroStrategy World in the U.S. in 2015 (location within the U.S. and dates for conference to be determined), with an approximate retail value of \$1,200. Second prize does not include air travel, transportation of any kind or accommodations to or from MicroStrategy World Barcelona 2014 or MicroStrategy World in the U.S. in 2015. Prizes will be awarded to the organization on whose behalf a winning entry is submitted.

Winner may only use the admission pass for its intended purpose: to attend the specified MicroStrategy World event outlined in these rules. Prize is not redeemable for cash. If a winner has already registered one or more representatives to attend MicroStrategy World Barcelona 2014 or MicroStrategy World in the U.S. in 2015, Prize cannot be applied toward a refund of such registered attendee(s). Prize

cannot be applied toward any future MicroStrategy conferences. MicroStrategy World Barcelona 2014 and MicroStrategy World in the U.S. in 2015 are organized by MicroStrategy which reserves the right, in its sole discretion, to limit or deny access to the MicroStrategy World events to any entity or individual.

**10. Notification of Winners; Substitution of Prizes:** MicroStrategy will notify potential winners on or about June 15, 2014.

MicroStrategy will notify each potential winner by phone or email and he/she will be required to sign a Release in order to win the prize. If any winner does not respond to email notification or phone calls within two (2) days of its transmission, or should the email be returned as undeliverable or call not be returned for whatever reason after two (2) attempts, the prize will be forfeited and an alternate winner will be selected.

In order to win the prize, a potential prize winner will be required to sign and return a Release, within five (5) business days and provide any additional information that may be required by MicroStrategy. Failure to sign the Release and or comply within this time period may result in disqualification and selection of an alternate winner. Winners may not substitute or transfer prizes. Prizes are not redeemable for cash. MicroStrategy reserves the right to substitute prizes of an equivalent value should the Contest prizes become unavailable for any reason. Where applicable, all taxes on prize are winners' responsibility.

**11. Additional Terms:** We may, to the maximum extent permitted by applicable law and in our sole discretion, change these rules or cancel the Contest at any time; or modify, terminate, or suspend the Contest should viruses, worms, bugs, unauthorized human intervention or other causes beyond our control that corrupt or impair the administration, security, fairness or proper play of the Contest or submission of entries. We are not responsible for: (a) lost, misdirected, late, incomplete, or unintelligible entries or for inaccurate entry information, whether caused by you or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error that may occur in the processing of entries; (b) any printing or typographical errors in any materials associated with the Contest; (c) any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the Internet or at any website; or (d) injury or damage to your or any other computer resulting from downloading any

materials in connection with the Contest. We may, in our sole discretion, disqualify any individual found to be: (a) tampering with the entry process or the operation of the Contest or website; (b) acting in violation of these Rules; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. If your entry is incomplete your entry will be void. The authorized subscriber of the e-mail account used to enter the Contest at the actual time of entry will be deemed to be the participant and must comply with these rules in the event of a dispute as to entries submitted by multiple users having the same e-mail account. The authorized account subscriber is the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domains associated with the submitted e-mail addresses. No greater than the number of prizes stated in these Rules will be awarded.

**12. Privacy Notice:** All information submitted in connection with this Contest will only be used to administer the Contest and for the purposes outlined in the Rules and MicroStrategy's Privacy Policy, which is available at <http://www.microstrategy.com/Privacy.asp>.

**13. Media & Marketing Activity:** By participating in this Contest, you agree and hereby grant MicroStrategy a royalty free, irrevocable, perpetual, non-exclusive license to use, copy, modify, distribute, and publicly display your Contest Submissions for any purpose, such as, but not limited to, press and media communications, sales and marketing materials, and marketing presentations, without any compensation, with or without any attribution to you. If you are a winner, you agree that MicroStrategy may use your name and likeness to administer and promote the Contest and to conduct media interviews and promotional events.

**14. Disputes:** To the extent permitted by law, the rights to litigate, to seek injunctive relief, or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and you expressly waive any and all such rights. To the extent that such waiver is not permitted by law, entrant agrees that (except where prohibited): (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Virginia; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental



and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and MicroStrategy in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

**15. Intellectual Property:** Any intellectual property infringement, misuse or plagiarism of another's work in any form or state will result in immediate disqualification and forfeiture of eligibility to receive a prize. You also agree to allow MicroStrategy to make public statements regarding any disqualifications and any grounds for disqualification. All intellectual property and industrial property rights in any entries that belonged to the Entrants will remain with the Entrants, but the submissions will otherwise become the property of MicroStrategy, and will not be returned after the Contest. You grant MicroStrategy a royalty free, irrevocable, perpetual, non-exclusive license to use, copy, modify, distribute, and publicly display your Contest Submission for any purpose, including display on the MicroStrategy website, use in MicroStrategy sales and marketing materials or in MicroStrategy marketing literature, without any compensation and with or without any attribution to you. Notwithstanding the foregoing, MicroStrategy, Inc. retains all of its intellectual property rights in MicroStrategy Report Services, MicroStrategy Visual Insight, MicroStrategy Cloud and all other MicroStrategy content, services and products (including all visual representations thereof) related to the dashboard (collectively, "MicroStrategy IP"), and entrant is only granted a limited license to use the MicroStrategy IP in order to submit its Contest Submission as set forth herein or as otherwise agreed between the parties.

**16. Severability:** If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**17. Inquiries or Questions:** Any inquiries or questions regarding this Contest, including any request for the names of the winners, may be sent by email to [r-contest@microstrategy.com](mailto:r-contest@microstrategy.com) or by regular mail to the attention of Anurag Tandon, at the address set forth above.

This Contest is in no way sponsored, endorsed or administered by, or associated with The R Project for Statistical Computing or The R Foundation. You understand

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that you are providing your information to MicroStrategy, not to The R Project for Statistical Computing or The R Foundation.