

MICROSTRATEGY PARTNER AGREEMENT

We are pleased to invite you to participate in the MicroStrategy Partner Program. The goal of this program is to allow us to partner with select companies that we believe can effectively collaborate with us to promote MicroStrategy and our innovative analytics and mobility offerings in a rapidly growing global marketplace. We look forward to working with you.

Authorized Partner. By entering into this agreement, you will become an authorized MicroStrategy partner with the opportunity to earn fees by referring prospective customers to us or by reselling or distributing our products in the following territory: _____.

Opportunity Registration. To be eligible for a partner fee or to resell our products to a customer for an opportunity you have identified, simply start by registering the opportunity in our MicroStrategy Partner Portal before commencing a sales cycle with the prospective customer. We may also identify opportunities that we believe you would be well situated to pursue and, in those cases, offer those opportunities to you. An opportunity registered by you that we approve (or an opportunity you receive from us) is an “Approved Opportunity.”

Partner Fees for Referral and Co-Sell Opportunities. You may earn partner fees of up to _____% of the software license fees payable in the first year by the customer relating to the sale of our products under an Approved Opportunity, as described below:

- **Referral Opportunity.** You will earn a partner fee of _____% for a transaction where you are the lead originator and complete certain activities in support of the sales cycle that we specify such as conducting a meeting with a senior executive of the customer to generate interest in our offerings, and where we play the primary role in the sales cycle, manage the key stages of the sales cycle such as technical discovery and sales negotiations, and enter into the agreements with the customer.
- **Co-Sell Opportunity.** You will earn a partner fee of _____% for a transaction where you complete certain critical activities in support of the sales cycle that you and we mutually determine, such as (i) introducing us to a new senior management-level customer contact; (ii) providing demonstrations or subject matter expertise in customer meetings; (iii) collecting critical customer budgeting information to help us present a sales proposal; (iv) participating in sales negotiations with the customer to help us close the transaction; or (v) collecting critical information on incumbent or competing software used by the customer to help us present a technical proposal, and where we play the primary role in the sales cycle, manage the key stages of the sales cycle such as technical discovery and sales negotiations, and enter into the agreements with the customer. For referral and co-sell opportunities, in lieu of a partner fee, you may elect to have us credit a marketing development fund (to be drawn down within one year of the date on which the partner fee was earned) to finance certain joint marketing events and activities.

Pricing for Resale Opportunities. We will offer you certain pricing (described below) for our products under an Approved Opportunity for resale by you solely to customers that, as of the date you register the opportunity, (1) have not licensed our products (*i.e.*, net new customer accounts); or (2) are not engaged with us in an active sales cycle; or (3) we have expressly assigned to you as an account to which you may resell our products.

- **Resale Opportunity.** For a transaction where you are the lead originator and play the primary role in the sales cycle by conducting all or substantially all of the activities in the sales cycle needed to close the transaction – including negotiating pricing with the customer – and you enter into the agreements with the customer, we will sell you our products for resale to the customer at the following prices:

Services. You may request consulting or education services from us by submitting an order. You will be billed at our standard rates less a 10% discount.

Term and Termination. You may terminate this agreement at any time by providing written notice to us. We may terminate this agreement upon written notice to you (1) if you breach a material provision of this agreement and fail to cure the breach within thirty (30) days following such notice; or (2) at any time following the one-year period beginning on the date of execution of this agreement.

Marketing. Each party has the right to issue a mutually-agreed press release that includes a quotation from one of the other’s senior executives. Each party grants the other the right to use its name and logo in public communications, on websites, in presentations, in marketing collateral and at marketing events.



Cadence. You agree to make reasonable efforts to attend bi-weekly partner operational meetings to gain proper collaboration, alignment, enablement, and status of registered opportunities.

Business Development Licenses. We will make licenses available to you for demonstration, laboratory use, business development, and proofs of concept lasting less than 90 days at no charge for Approved Opportunities.

MicroStrategy Partner Portal and Partner Program Guidelines. We use the MicroStrategy Partner Portal to facilitate and manage our partner relationships. The portal runs on the Salesforce.com platform, and you will need to promptly and accurately fill in all required fields (such as needs, plan, next milestone and due date) for each of your registered opportunities and keep this information up to date. This portal will serve as the system of record for the status of your registered opportunities as well as all activity and other information relating to your registered opportunities for purposes of this agreement, including whether an opportunity is an Approved Opportunity and the partner fee rate applicable to an Approved Opportunity. The MicroStrategy Partner Portal and this agreement are subject to the terms and conditions viewable at www.microstrategy.com/partner-terms, which are incorporated in this agreement by reference.

ACCEPTED AND AGREED TO BY:

MicroStrategy Incorporated (We/Us/Our)

Partner: _____ (You/Your)

[Signature]

[Signature]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____