

MICROSTRATEGY ANALYTICS EXPRESS

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (THIS “AGREEMENT”) GOVERNS YOUR USE OF ANALYTICS EXPRESS. BY ELECTRONICALLY ACCEPTING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH COMPANY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT USE ANALYTICS EXPRESS.

1. ACCESS GRANT AND RESTRICTIONS

We grant You during the Term a non-exclusive, non-transferable right, subject to the terms and conditions of this Agreement and in accordance with applicable law, to grant Users access to Analytics Express from anywhere in the world and receive basic Analytics Express support, solely in support of Your own internal business operations.

You shall not: (a) modify or make derivative works of Analytics Express; (b) reverse engineer Analytics Express; (c) interfere with or disrupt the integrity or performance of Analytics Express; or (d) use Analytics Express to store or transmit (i) material in violation of third-party privacy rights; (ii) libelous, or otherwise unlawful or tortious material; (iii) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; (iv) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs; or (v) material that violates any applicable statute, law, rule or regulation.

2. RESPONSIBILITIES

You are responsible for all activity occurring under Your User accounts, and You and Your Users shall only use Analytics Express in accordance with all applicable local, state, national and foreign laws, treaties and regulations. You shall promptly notify Us of any unauthorized use of any password or account or any other known or suspected breach of security of Analytics Express.

3. INTELLECTUAL PROPERTY OWNERSHIP

We and Our licensor(s) shall own all right, title and interest to Analytics Express. This Agreement is not a sale and does not convey to You any rights of ownership in or related to Analytics Express. As between You and Us, You will be and remain the owner of all rights, title and interest in and to all Your data uploaded to Analytics Express.

4. DISCLAIMER OF WARRANTY

ANALYTICS EXPRESS IS PROVIDED “AS IS.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANALYTICS EXPRESS, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, TITLE, AND NON-INFRINGEMENT.

5. THIRD PARTY INFRINGEMENT

We shall defend You, at Our expense, against any claim, demand, suit, or proceeding (“Claim”) brought against You by a third party alleging that the use of Analytics Express infringes or misappropriates an intellectual property right of the third party and shall indemnify You for and hold You harmless from any damages finally awarded to the third party claimant or agreed to in settlement of the Claim, *provided* that You: (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (*provided* that We may not settle any such Claim that imposes liability on, or contains any admission of fault by, You without Your consent); (c) provide to Us all available information and reasonable assistance necessary for Us to defend or settle the Claim; and (d) have not compromised or settled such Claim without Our written approval.

We shall have no indemnification obligation, and You shall indemnify Us pursuant to this Agreement, for any Claim arising from or based upon (a) the use of Your data uploaded to Analytics Express or (b) the use of Analytics Express in an unlawful or unauthorized manner.

The provisions of this Section state the sole, exclusive and entire liability of Us to You, and are Your sole remedy, with respect to the infringement of third party intellectual property rights.

6. INTERNET DELAYS

ANALYTICS EXPRESS MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

7. LIMITATION OF LIABILITY

OUR AGGREGATE LIABILITY TO YOU ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR YOUR USE OF ANALYTICS EXPRESS, SHALL NOT EXCEED ONE THOUSAND UNITED STATES DOLLARS (\$1,000). IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR YOUR USE OF ANALYTICS EXPRESS, EVEN IF WE 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.

8. TERM AND TERMINATION

This Agreement and each Analytics Express User subscription under this Agreement commences on the Effective Date and continues until the end of the Term.

A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party for a material breach of this Agreement if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. After Your subscription terminates, We shall have no obligation to maintain or provide You any of Your data and shall, unless legally prohibited, delete all of Your data in Our systems or otherwise in Our possession or under Our control.

9. CONFIDENTIALITY

Under this Agreement, Confidential Information may be disclosed between the parties. You agree and We agree to disclose only information that is required for the performance of obligations under this Agreement. The term "Confidential Information" refers to any information marked "confidential" or disclosed or provided under circumstances that would lead a reasonable person to conclude that the information was confidential. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

You agree and We agree to hold each other's Confidential Information in confidence for a period of five years from the date of disclosure, and to disclose such Confidential Information only to those employees or agents who have a need to know such Confidential Information and are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms of this Agreement in any legal proceeding arising from or in connection with this Agreement or disclosing the other's Confidential Information to a federal or state governmental entity as required by law. Upon termination of this Agreement and except for electronic copies made in the course of normal network backups, the receiving party shall promptly destroy or return, at the sole discretion of the disclosing party, all Confidential Information of the disclosing party in its possession or control.

10. NOTICE

We may give operational notices regarding Analytics Express to You by means of a general notice posted on the log-in page of Analytics Express. Such notices posted on the log-in page of Analytics Express shall be deemed to have been given the first time You (or any of Your Users) log in to Analytics Express after the notice has been posted. Each of You and Us may give legal notice to the other at any time by any of the following: (i) letter sent by confirmed facsimile to the receiving party; or (ii) letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to the receiving party.

11. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred by You, including by operation of law, without Our prior written approval.

12. GENERAL

We may operate Analytics Express from one or more data centers in the United States of America or the United Kingdom. The location of Your instance will be determined based on Your location. For the purposes of applicable privacy and data protection laws, You will be considered the data controller of all data and information stored as part of Analytics Express.

This Agreement and the parties' relationship under it shall 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 shall 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 Analytics Express shall 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.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), 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 Analytics Express. The failure of either of You or Us to enforce any right or provision in this Agreement shall 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. This Agreement comprises the entire agreement between You and Us and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral. Any provision of this Agreement that contemplates or governs performance or observance subsequent to the expiration or earlier termination of this Agreement shall survive, continue in effect and apply according to its terms. There are no intended third party beneficiaries of this Agreement.

13. DEFINITIONS

"Analytics Express" means Our proprietary, cloud-based Analytics Express™ software as a service (SaaS) offering accessible via login at www.microstrategy.com to which You are being granted access under this Agreement.

"Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date You begin using Analytics Express.

"Term" means 12 months from the Effective Date.

"User(s)" means an individual who You authorize to access or receive reports or messages from Analytics Express and have been supplied user identifications and passwords by You (or by Us at Your request). You may permanently replace one User with another if the original User no longer has access to Analytics Express or to reports or messages generated by Analytics Express. For the avoidance of doubt, multiple individuals may not share the same user identification or password.

"We," "Us" and "Our" refers to MicroStrategy Services Corporation, for and on behalf of itself and its subsidiaries and affiliates under common control.

"You" and "Your" refers to the entity that has ordered Analytics Express and has accepted this Agreement by selecting the "I Accept" option presented on the screen after this Agreement is displayed.