

CLOUD EXPRESS MASTER SUBSCRIPTION AGREEMENT
OCTOBER 12, 2012

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF MICROSTRATEGY'S ONLINE SERVICE, INCLUDING THE USE OF SOFTWARE COMPONENTS (COLLECTIVELY, THE "ONLINE SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

BY ACCEPTING THESE TERMS YOU AGREE THAT THESE ONLINE SERVICES ARE SEPARATE AND DISTINCT FROM ANY LICENSES TO MICROSTRATEGY PRODUCTS AND THESE ONLINE SERVICES SHALL NOT BE GOVERNED BY THE TERMS OF ANY SOFTWARE LICENSE AGREEMENT EXECUTED BY YOU OR AN AFFILIATE RELATED TO SUCH MICROSTRATEGY PRODUCTS.

1. FREE TRIAL

1.1 If You register on our website for a free trial, We will make Our Online Services available to You on a trial basis free of charge until (a) the end of the free trial period for which you registered or are registering to use the Online Service not to exceed 30 days or (b) the period stated on the trial registration web page. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

1.2 ANY DATA YOU UPLOAD INTO THE ONLINE SERVICES AND ANY REPORTS CREATED IN THE ONLINE SERVICES DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE ONLINE SERVICES PRIOR TO THE END OF THE TRIAL PERIOD.

1.3 NOTWITHSTANDING SECTION 7, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

2. PURCHASED ONLINE SERVICES

2.1 MicroStrategy grants You during the Term a non-exclusive, non-transferable, right to access the Online Service from anywhere in the world (except as provided in Section 11) by Users, solely in support of Your own internal business operations, subject to the terms and conditions of this Agreement. All rights not expressly granted to You are reserved by MicroStrategy and its licensors.

3. USE OF THE SERVICES

3.1 You (i) are responsible for Users' compliance with this Agreement, (ii) are responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance applicable laws and government regulations. You shall not (i) license, sell, resell, transfer, assign, distribute or otherwise commercially exploit Your access rights to the Online Service (ii) modify or make derivative works of the Online Service or the metadata contained therein; (iii) clone the virtual image that includes the Online Service; (iv) reverse engineer the Online Service or the metadata. You may only use the Online Service in support of Your internal business operations and shall not (i) interfere with or disrupt the integrity or performance of the Online Service; (ii) attempt to gain unauthorized access to the Online Service or its related systems or networks; or (iii) use the Online Service to store or transmit material in violation of third-party privacy rights or to store or transmit infringing, libelous, or otherwise unlawful or tortious material (iv) use the Online Service to store or transmit material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; (v) use the Online Service to store or transmit material that contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another; or (vi) use the Online Service to store or transmit material that violates any applicable statute, law, rule or regulation.

3.2 We shall: (i) provide Our basic support for the Purchased Online Services to You at no additional charge, (ii) use commercially reasonable efforts to make the Purchased Online Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Online Services and which We shall schedule to the extent practicable during the weekend hours), or (b) any unavailability caused by circumstances beyond Our

reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Online Services only in accordance with applicable laws and government regulations.

3.3 We shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 12 or as expressly permitted in writing by You or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

4. INTELLECTUAL PROPERTY OWNERSHIP

4.1 MicroStrategy (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Online Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the Online Service. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Online Service or any intellectual property rights owned by MicroStrategy or its licensors. As between You and MicroStrategy, You will be and remain the owner of all rights, title and interest in and to all Your Data.

4.2 We provide the Online Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Online Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

5. PAYMENT AND BILLING

5.1 You shall pay all fees specified in all Order Forms. Fees are paid in advance and based on services purchased and not actual usage. Payment obligations are non-cancelable and fees paid are non-refundable. User subscription fees are based on monthly periods that begin on the subscription start date. Fees for User subscriptions added in the middle of a monthly period will be pro-rated for that full monthly period.

5.2 You will provide Us with valid and updated credit card information. You authorize Us to charge such credit card for all Purchased Online Services listed in the Order Form for the initial subscription term and any renewal subscription term(s). Such charges shall be made in advance.

5.3 If any credit card payment due under an Order Form is declined, We may suspend your access to the Online Services until such amounts are paid in full. We will give You at least 20 days' prior notice that Your account is overdue before suspending Your access to the Online Services.

5.4 Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6. REPRESENTATIONS & WARRANTIES

6.1 MicroStrategy represents and warrants that the functionality of the MicroStrategy Technology will perform substantially in accordance with its user manuals under normal use and circumstances. If You believe that there has been a breach of this warranty, You must notify MicroStrategy in writing during the Term describing in reasonable detail the nature of the alleged breach. Upon notice from You, MicroStrategy will promptly review the claim and conduct an investigation. If after such review and investigation, MicroStrategy is able to confirm that there has been a breach of such warranty, MicroStrategy will use reasonable efforts to correct the affected aspects of the Online Service to cause it to comply with the warranty. However, if MicroStrategy is unable to correct a breach of such warranty after reasonable repeated efforts, You will be entitled to cancel the Online Service, in which case Your sole and exclusive remedy will be to receive a refund of any prepaid fees or charges for periods of time after the date the claim arose.

6.2 You represent and warrant that You have not falsely identified Yourself nor provided any false information to gain access to the Online Service. You and all of Your employees, agents and contractors are not on the list of entities or individuals maintained by the United States government that prohibit them from receiving exports.

6.3 Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

6.4 EXCEPT AS EXPRESSLY PROVIDED HEREIN, MICROSTRATEGY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE ONLINE SERVICE AND MICROSTRATEGY TECHNOLOGY AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY STATUTORY OR IMPLIED WARRANTIES OF TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MICROSTRATEGY DOES NOT REPRESENT OR WARRANT THAT THE ONLINE SERVICE WILL MEET YOUR NEEDS OR REQUIREMENTS, THAT YOUR USE OF THE ONLINE SERVICE WILL BE UNINTERRUPTED OR FREE FROM ERROR, OR THAT ALL DEFECTS IN THE ONLINE SERVICE OR SOFTWARE USED TO PROVIDE THE SERVICE WILL BE CORRECTED. YOU ACKNOWLEDGE AND AGREE THAT THE ONLINE SERVICE IS NOT INTENDED FOR USE AS PART OF ANY PUBLIC HEALTH, SAFETY OR ENVIRONMENTAL OPERATIONS AND THAT MICROSTRATEGY EXPRESSLY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR OR IN CONNECTION WITH ANY SUCH USE OF THE ONLINE SERVICE OR MICROSTRATEGY TECHNOLOGY.

7. INDEMNIFICATION

7.1 MicroStrategy shall defend You against any claim, demand, suit, or proceeding (" Claim") made or brought against You by a third party alleging that the use of the Online Service or MicroStrategy Technology infringes or misappropriates the U.S. intellectual property rights of a third party, and shall indemnify You for any damages finally awarded to the third party claimant or agreed to in settlement of the Claim provided that You (a) promptly give written notice of the Claim to MicroStrategy; (b) give MicroStrategy sole control of the defense and settlement of the Claim (provided that MicroStrategy may not settle any such Claim unless it unconditionally releases You of all liability and contains a statement that You admit no liability); (c) provide to MicroStrategy all available information and reasonable assistance; and (d) have not compromised or settled such Claim without our written approval. If we believe or it is determined that the Online Service or MicroStrategy Technology has violated a third party's intellectual property rights, we may choose to either modify the Online Service or MicroStrategy Technology to be non-infringing (while substantially preserving its utility and functionality) or obtain a license to allow for continued use of the Online Service or MicroStrategy Technology, or if these alternatives are not commercially reasonable, we may end Your subscription to the Online Service and refund any prepaid fees. MicroStrategy shall have no indemnification obligation, and you shall indemnify MicroStrategy pursuant to this Agreement, for claims arising from any infringement or misappropriation arising from your misuse or unauthorized use of the Online Service or the combination of the Online Service with any products, services or business processes not provided by MicroStrategy as part of the Online Service.

7.2 You shall defend MicroStrategy against Claim made or brought against MicroStrategy by a third party alleging (i) that the use of Customer Data in connection with the Online Service or MicroStrategy Technology infringes or misappropriates the intellectual property rights of a third party; or (ii) a claim arising from the breach by You or Your Users of this Agreement, including use of the Online Service in an unlawful or improper manner or for an unlawful or improper purpose, and shall indemnify MicroStrategy for any damages finally awarded to the third party claimant or agreed to in settlement of the Claim provided that MicroStrategy (a) promptly gives You written notice of the Claim; (b) gives You sole control of the defense and settlement of the Claim (provided that You may not settle such Claim unless it unconditionally releases MicroStrategy of all liability and such settlement does not affect MicroStrategy's business or Online Service); (c) provides to You all available information and reasonable assistance; and (d) has not compromised or settled such Claim without Your written approval.

7.3 This Section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

8. INTERNET DELAYS

MICROSTRATEGY'S ONLINE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. MICROSTRATEGY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNTS ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. 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 THE ONLINE SERVICE, EVEN IF YOU HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW UNDER THE CIRCUMSTANCES, INCLUDING ANY CIRCUMSTANCE IN WHICH A PARTY'S AVAILABLE REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE.

10. TERM AND TERMINATION

10.1 This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

10.2 User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. **Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.**

10.3 A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach 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.

10.4 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.

11. LOCAL LAWS AND EXPORT CONTROL

The Online Service provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control and other U.S. agencies, and export controls of Switzerland and the European Union. You acknowledge and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Online Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export controls and assume sole responsibility for obtaining licenses to export or re-export as may be required. This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. MicroStrategy and its licensors make no representation that the Online Service is appropriate or available for use in other locations. If you use the Online Service from outside the United States of America, Switzerland and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import controls, of other countries. None of the reports, documents or messages generated by the Online Service may be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

12. CONFIDENTIALITY

12.1 Under this agreement, confidential information may be disclosed to each other. 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.

12.2 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. Also, You agree and we agree to disclose confidential information only to those employees or agents who have a need to know and are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the 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.

13. GENERAL

13.1 The Online Services may be operated by MicroStrategy from one or more data centers in the United States of America.

13.2 MicroStrategy makes no representation that the information You have stored under the Online Services is appropriate or available for use in other locations. You are responsible to ensure that your users have lawful access to the Online Services and information You have stored hereunder.

13.3 Those who choose to access the Online Services from outside of the United States or United Kingdom do so on their own initiative and are responsible for compliance with applicable local laws.

13.4 This Agreement and our 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, our relationship under it or the Online Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Fairfax County, Virginia. We both 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. There are no intended third party beneficiaries of this Agreement. All claim related to the Online Services must be raised solely with MicroStrategy.

13.5 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.

13.6 No joint venture, partnership, employment or agency relationship exists between You and MicroStrategy as a result of this Agreement or use of the Online Service. You grant us the right to use your name and logo as our cloud customer in our public communications. With your prior written consent (not to be unreasonably withheld or delayed), you grant us the right to issue a press release within thirty days after execution of this agreement announcing that you have selected us as your business intelligence cloud based platform. The failure of either of 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.

13.7 This Agreement, together with any applicable Order Form, comprises the entire agreement between You and MicroStrategy and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral.

13.8 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.

14. DEFINITIONS

"You" and "Your" refers to the entity that has executed this agreement ("Agreement") and ordered products and/or services. "We," "us," "our" and "MicroStrategy" refers to MicroStrategy Services Corporation, for and on behalf of itself and its subsidiaries and affiliates under common control.

"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 the Online Service;

"MicroStrategy Technology" means all of the proprietary technology (including software, hardware and metadata) made available to You by MicroStrategy as set forth on an Order Form.

"Online Service" means access to MicroStrategy Technology via a designated web site or IP address, or offline products and services provided to You by MicroStrategy to which You are being granted access under this Agreement.

"Order Form(s)" means the form evidencing the initial subscription for the Online Service and any subsequent order form(s) submitted online or in written form, specifying, among other things, the minimum level of use and other services contracted for, the applicable fees, the billing period, the subscription Term and other terms as agreed to between the parties. Each such Order Form to be incorporated into and to become a part of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Order Form, the terms of the Order Form shall prevail.

"Term(s)" means the period(s) during which a specified number of Users are granted access to use the Online Service pursuant to the Order Form(s).

"User(s)" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Online Service and have been supplied user identifications and passwords by You (or by MicroStrategy at Your request).