

MicroStrategy Cloud™

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (THIS “AGREEMENT”) GOVERNS YOUR USE OF THE CLOUD PLATFORM SERVICE. YOU AGREE THAT THE CLOUD PLATFORM SERVICE IS SEPARATE AND DISTINCT FROM ANY LICENSES TO MICROSTRATEGY SOFTWARE THAT YOU MAY HOLD AND THAT YOUR USE OF THE CLOUD PLATFORM SERVICE SHALL NOT BE GOVERNED BY THE TERMS OF ANY SOFTWARE LICENSE AGREEMENT EXECUTED OR ENTERED INTO BY YOU OR AN AFFILIATE RELATED TO SUCH MICROSTRATEGY SOFTWARE.

1. ACCESS GRANT

During each Subscription Term, We grant You a non-exclusive, non-transferable right, subject to the terms and conditions of this Agreement and the applicable Order(s) and in accordance with applicable law, to grant Users access to the Cloud Platform Service (as set forth on the applicable Order(s)) from anywhere in the world.

2. DATA PROTECTION

If You provide Us with Personal Data related to contact persons, You acknowledge that We will Process such Personal Data as a Data Controller. In connection with any Personal Data Processed by Us as a Data Processor under this Agreement, We will Process such Personal Data only for the purposes of this Agreement and according to Your instructions. We have implemented appropriate technical, organizational, and security measures to protect such Personal Data against accidental or unlawful destruction, alteration, unauthorized disclosure or access. If We receive notice of a Public Authority request for disclosure of any Personal Data while acting as a Data Processor, We shall promptly notify You of such request, and You will promptly respond to such request. If You fail to respond in a timely manner, We may take any appropriate action to comply with such Public Authority request.

You agree that We may transfer Personal Data to Our Affiliates and third parties which may be located outside of the European Economic Area in order to allow Us to fulfill Our obligations under this Agreement, provide You information and comply with our legal and auditing requirements. It is Your responsibility to advise Us of any requirements that We must fulfill in order to comply with Applicable Data Protection Law in connection with the Processing and transfer of such non-hosted Personal Data. We maintain a U.S.-EU Safe Harbor Certification for Personal Data stored in the Cloud Platform Service in the United States or in the United Kingdom and accessed from the United States within the Cloud Platform Service (the “Safe Harbor Certification”). You consent to the transfer of Personal Data covered by our Safe Harbor Certification. If We intend to no longer participate in the U.S.-EU Safe Harbor Framework, We shall provide You with written notice.

As used in this Section, “Data Controller,” “Data Processor,” “Personal Data,” “Data Subjects” and “Processing” shall have the meaning ascribed to them in the relevant privacy and data protection legislation (“Applicable Data Protection Law”).

3. YOUR RESPONSIBILITIES

You are responsible for all activity occurring under Your User accounts and You and Your Users shall only use the Cloud Platform Service in accordance with 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 the Cloud Platform Service.

You shall not: (a) modify the Cloud Platform Service; (b) reverse engineer the Cloud Platform Service; (c) interfere with or disrupt the integrity or performance of the Cloud Platform Service; (d) attempt to gain unauthorized access to the Cloud Platform Service or its related systems or networks; or (e) use the Cloud Platform Service 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; or (iv) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.

4. INTELLECTUAL PROPERTY OWNERSHIP

This Agreement is not a sale and does not convey to You any rights of ownership in or to the Cloud Platform Service. We and Our licensor(s) shall own all right, title and interest in and to the Cloud Platform Service. You will be and remain the owner of all rights, title and interest in and to Customer Data.

5. INVOICING AND PAYMENT

Except as otherwise provided in this Agreement or specifically agreed to by You and Us in writing, all payment obligations are non-cancelable and all fees paid are non-refundable.

You will be invoiced according to the terms of an Order. All fees shall be payable, in full and in the currency listed on an Order, thirty (30) days from the date of the invoice. All fees are net of any applicable taxes. If any undisputed fees remain unpaid as of the due date, We may provide You notice that such fees are overdue. If You fail to pay such fees in full within thirty (30) days from Your receipt of such notice, We may, without limiting Our other rights and remedies, suspend Your access to the Cloud Platform Service until such fees are paid in full.

The terms of this Section are not applicable to instances where You have purchased a subscription to the Cloud Platform Service through a MicroStrategy-authorized reseller ("Reseller"). In such instances, We will invoice Reseller for fees due for such subscription.

6. TERMINATION

This Agreement and each Order governed by this Agreement commences on its Effective Date and, except as otherwise provided herein, may only be terminated according to this Section. Either party may terminate this Agreement upon written notice to the other party if the other party breaches a material provision of this Agreement and fails to cure the breach within thirty (30) days following such notice.

Upon termination of this Agreement, We will make Your MicroStrategy metadata database and any Customer Data available for Your download in the format in which it was stored as part of the Cloud Platform Service for 30 days after termination, after which time it shall be deleted.

Upon termination of this Agreement by Us under this Section, all committed fees owed by You as of the date of termination shall become immediately due and payable.

7. WARRANTIES

We warrant that (1) the Cloud Platform Service will perform substantially in accordance with the User Guide, (2) the functionality of the Cloud Platform Service will not materially decrease during a Subscription Term and (3) the MicroStrategy Technology will perform substantially in accordance with its user manuals. If there has been a breach of any of these warranties, You must notify Us in writing during a Subscription Term describing in reasonable detail the nature of the breach. Upon notice from You, We will promptly review the warranty claim and will use best efforts to correct the affected aspects of the Cloud Platform Service. However, if We are unable to correct a breach of such warranty after a reasonable time, You will be entitled to cancel Your subscription to the Cloud Platform Service, in which case Your sole and exclusive remedy will be to receive a refund of any unused, prepaid fees applicable to periods of time after the date the warranty claim arose.

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

EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CLOUD PLATFORM SERVICE, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, TITLE, AND NON-INFRINGEMENT.

8. INDEMNIFICATION

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 the Cloud Platform Service 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 under this Agreement for any Claim arising from or based upon (i) the use of Customer Data; or (ii) the use of the Cloud Platform Service in an unlawful or unauthorized manner; or (iii) the combination of the Cloud Platform Service with any products, services or business processes not provided by Us as part of the Cloud Platform Service, if the Claim would not have arisen without such combination.

You shall defend Us, at Your expense, against any Claim brought against Us by a third party (x) alleging that the use of Customer Data infringes or misappropriates an intellectual property right of the third party or (y) arising from a breach of the "Data Protection" Section or the "Your Responsibilities" Section of this Agreement by You or Your Users, and shall indemnify Us for and hold Us harmless from any damages finally awarded to the third party claimant or agreed to in settlement of the Claim, *provided* that We: (1) promptly give You written notice of the Claim; (2) give You sole control of the defense and settlement of the Claim (*provided* that You may not settle any such Claim that imposes liability on, or contains any admission of fault by, Us, or affects Our operation of the Cloud Platform Service, without Our consent); (3)

provide to You all available information and reasonable assistance necessary for You to defend or settle the Claim; and (4) have not compromised or settled such Claim without Your written approval.

The provisions of this Section state the sole, exclusive and entire liability of the indemnifying party to the indemnified party, and are the indemnified party's sole remedy, with respect to each type of Claim described in this Section.

9. NETWORK CONNECTIVITY

THE CLOUD PLATFORM SERVICE 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. YOU ARE RESPONSIBLE FOR THE PROPER OPERATION OF YOUR NETWORK AND YOUR EQUIPMENT USED TO CONNECT TO THE CLOUD PLATFORM SERVICE.

10. LIMITATION OF LIABILITY

EXCEPT FOR OUR OBLIGATIONS UNDER THE "INDEMNIFICATION" SECTION OF THIS AGREEMENT, THE CUMULATIVE AGGREGATE LIABILITY OF US AND ALL OF OUR AFFILIATES TO YOU AND ALL OF YOUR AFFILIATES RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE TO US UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU UNDER THIS AGREEMENT. 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 THE CLOUD PLATFORM SERVICE, 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.

11. 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, and shall in all cases include pricing terms. 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 (5) 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.

12. NOTICE

We may give operational notices regarding the Cloud Platform Service to You by means of a general notice posted on the log-in page of the Cloud Platform Service. Such notices posted on the log-in page of the Cloud Platform Service shall be deemed to have been given the first time You (or any of Your Users) log in to the Cloud Platform Service after the notice has been posted.

All other notices under this Agreement shall be in writing and shall be deemed to have been given when (a) personally delivered; (b) sent by electronic mail; or (c) sent by a commercial overnight courier.

13. ASSIGNMENT

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

14. MAPPING

If You request that We provide You access to Environmental Systems Research Institute, Inc. ("Esri") mapping functionality as part of Your subscription to the Cloud Platform Service, You agree and acknowledge that (a) Esri mapping functionality is being provided by a third party, Esri, from an Esri hosted environment; (b) in order to use the Esri mapping functionality, You will connect to Esri servers via the Internet and will download content from Esri servers; (c) Your access to the Esri servers is controlled by Esri, and You may not access Esri servers other than through the Cloud Platform Service and only for the purpose of utilizing the mapping functionality in combination with the Cloud Platform Service; (d) We are not responsible for interruptions of service caused by Esri; (e) Our relationship with Esri is subject to termination and cancellation; (f) You may not remove or obscure any Esri patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any output of the Cloud Platform Service; and (g) the terms of this Agreement shall apply to Your use of the Esri mapping functionality.

15. GENERAL

We may operate the Cloud Platform Service 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.

We are a federal contractor. As a result, but only if applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. In addition, but also only if applicable, **You shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

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 the Cloud Platform Service 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.

You grant us the right to use Your name and logo as Our cloud customer in Our public communications. 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 the Cloud Platform Service. 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. Your obligations to pay to Us all fees due, as well as any provision of this Agreement that would reasonably be expected to survive, shall survive the termination of this Agreement. There are no intended third party beneficiaries of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of an Order, the terms of the Order shall prevail.

16. DEFINITIONS

"Affiliate" means any other entity that a party directly or indirectly controls, is controlled by or is under common control with.

"Cloud Platform Service" means Our proprietary, cloud-based MicroStrategy Cloud™ platform as a service (PaaS) offering, including all MicroStrategy Technology and all other products and services provided as part of such offering, to which You are being granted access under this Agreement according to the terms of the User Guide.

"Customer Data" means Your data that is uploaded or submitted to the Cloud Platform Service.

"Effective Date" means (a) with respect to this Agreement, the date on which this Agreement is signed by both parties or, in the instance where this Agreement is not signed by both parties and is incorporated by reference into an Order, the date on which the first Order placed by You under this Agreement is signed by both parties and (b) with respect to an Order, the date on which the Order is signed by both parties.

"MicroStrategy Technology" means all of the proprietary MicroStrategy technology (including software, hardware and MicroStrategy metadata database(s)) made available to You by Us.

"Order" means the document(s) by which You order a subscription to the Cloud Platform Service. In instances where You have purchased a subscription to the Cloud Platform Service through a Reseller, the agreement You execute with Us in connection with such purchase shall be deemed an "Order" for purposes of this Agreement.

"Subscription Term" means the period during which a specified number of Users are granted access to use the Cloud Platform Service pursuant to an Order.

"User" means an individual who You authorize to access or receive reports or messages from the Cloud Platform Service and has been supplied a user identification and password 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 the Cloud Platform Service or to reports or messages generated by the Cloud Platform Service. For the avoidance of doubt, multiple individuals may not share the same user identification or password.

"User Guide" means the then-current Cloud Enterprise User Guide listed at <http://www.microstrategy.com/licensing>.

"We," "Us" and "Our" refers to MicroStrategy Services Corporation, for and on behalf of itself and its Affiliates.

"You" and "Your" refers to the entity that has ordered a subscription to the Cloud Platform Service by executing an Order with Us.