

## MUTUAL NON-DISCLOSURE AGREEMENT

This **MUTUAL NON-DISCLOSURE AGREEMENT** (this "**Agreement**"), effective as of the latest date below, is made by and between \_\_\_\_\_, a \_\_\_\_\_ corporation with its principal executive offices located at \_\_\_\_\_, and MicroStrategy Incorporated, and its subsidiaries, (collectively "MicroStrategy") a Delaware corporation with its principal executive offices located at 1850 Towers Crescent Plaza, Vienna, VA 22182 (the "**Parties**").

**WHEREAS**, the Parties to this Agreement wish to explore a business relationship related to computer software licensing, consulting, training and/or technical support services (the "**Proposed Transaction**"); and

**WHEREAS**, in order for the Parties to explore the potential benefits of the Proposed Transaction, it is necessary for the Parties to disclose certain of their confidential, proprietary information.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1 For the purposes of this Agreement, "Confidential Information" shall mean any information and data of a confidential nature, including but not limited to proprietary, technical, developmental, marketing, sales, operating, planning, performance, cost, pricing, business process, employee, customer or supplier information, as well as business practices, business relationships, marketing plans, products, systems, discoveries, designs, ideas, concepts, inventions, technical know-how, software, program flowcharts, file layouts and source codes.

2 The Parties agree to exchange certain Confidential Information with one another for the sole purpose of evaluating the same to determine their respective interests in the Proposed Transaction. In no event shall either Party use the Confidential Information for any purpose other than for the Proposed Transaction.

3 All Confidential Information exchanged between the Parties pursuant to this Agreement:

3.1 Shall not be distributed, disclosed or disseminated in any way or form by the receiving Party to anyone except its own employees who have a legitimate business purpose in knowing the Confidential Information;

3.2 Shall be treated by the receiving Party with the same degree of care as is used with respect to the receiving Party's own information, but in no event less than reasonable care;

3.3 Shall remain the sole property of the disclosing Party;

3.4 If in written or tangible form, shall be returned to the disclosing Party or destroyed (along with all copies thereof) within thirty (30) days of receipt by the receiving Party of a written request from the disclosing Party setting forth the Confidential Information to be returned or destroyed. Notwithstanding the foregoing, copies of the Confidential Information made incidental to normal nightly backup of the receiving Party's computer network will be prevented from use but are not required to be returned or destroyed.

4 The obligations of Paragraph 3 shall not, however, apply to any information which:

4.1 Is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

4.2 Can conclusively be proven to have been in the receiving Party's possession prior to receipt from the disclosing Party, as proven by the receiving Party's written records;

4.3 Is received by the receiving Party from a third party free to disclose such information to the receiving Party without breach by such third party of any legal, contractual, fiduciary or other obligation to maintain confidentiality;

4.4 Is subsequently independently developed by the receiving Party without reference to or use of Confidential Information of the disclosing Party, as proven by its written records; or

4.5 Is required to be disclosed by any applicable statute or regulation or by a judicial or administrative process, provided that the receiving Party shall notify the disclosing Party of such with reasonable time to allow the disclosing Party to contest the same and then only to the minimum extent of disclosure so required.

5 The Parties shall not be obligated to compensate each other for disclosure of any information under this Agreement and agree that no warranties of any kind are given with respect to such information.

6 Neither Party shall have any obligation to enter into any further agreement with the other. It is understood that no patent, copyright, trademark or other proprietary right or license is granted to either Party under this Agreement.

7 Nothing in this Agreement shall be construed as establishing any joint venture, partnership, employment, agency or other business relationship between the Parties and neither Party shall have any authority to incur any obligations or commitments or make any representations, warranties or guarantees or to act for or on behalf of the other Party.

8 Receiving party shall hold all Confidential Information received during the term of this Agreement in confidence during the term of this Agreement and for five (5) years thereafter. This Agreement shall be effective as of the latest date on which it has been executed by both of the Parties (the "Effective Date"). This Agreement may be terminated at any time upon written notice to the other Party.

9 Each Party acknowledges that money damages would not be a sufficient remedy for breach of this Agreement. The disclosing Party shall be entitled to seek preliminary and permanent injunctive relief for any such breach without having to prove actual damages. Rights shall be cumulative and in addition to any other rights or remedies to which the disclosing Party may be entitled at law or in equity. If enforcement of the obligations herein is required, the prevailing Party shall be reimbursed by the other Party for all reasonable costs and expenses, including attorneys' fees, incurred by the prevailing Party in this regard.

10 If any part of this Agreement is held to be invalid or unenforceable such determination shall not invalidate any other provision of this Agreement.

11 Each of the Parties warrants and represents that it possesses all necessary powers, rights and authority to make the disclosures subject to this Agreement.

12 This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both Parties. This Agreement may not be assigned by either Party without the prior written consent of the other. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns. This Agreement is made subject to and shall be construed under the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

13 This Agreement may be executed in two (2) or more counterparts, each of which deemed an original, but which together constitute one contract or document. Signed digitized copies of this Agreement shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly-authorized representatives as of the dates written below.

**MicroStrategy Incorporated**

|           |           |
|-----------|-----------|
| _____     | _____     |
| Signature | Signature |
| _____     | _____     |
| Date      | Date      |
| _____     | _____     |
| Name      | Name      |
| _____     | _____     |
| Title     | Title     |