



SOFTWARE LICENSE TERMS AND CONDITIONS (BELGIUM, NETHERLANDS AND LUXEMBOURG)

March 2016

These Software License Terms and Conditions (“Agreement”) apply to an order that incorporates these terms and conditions entered into between MicroStrategy Benelux BV, MicroStrategy Belgium BVBA (together “MicroStrategy”) and the entity ordering products or services identified on the order (“the Customer”).

1. **License Grant.** MicroStrategy grants the Customer and its affiliates, for the duration of the Agreement, a non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement and in accordance with applicable law, to (a) install MicroStrategy’s software products (each, a “Product”) on servers and workstations under Customer’s control or under the control of the Customer’s third party service provider, in the country to which the Products are delivered; and (b) Use Products (including the user documentation normally distributed or made available as part of the Products (“Documentation”)) in support of the Customer’s internal business operations, each in a manner consistent with the license type(s) and terms specified on an order. “Use” means to (i) grant Named Users located anywhere in the world access to the Products; and (ii) enable the Products to email reports and dashboards to Named Users located anywhere in the world; and (iii) enable the Products to deliver reports to a file server or printer to be accessed by Named Users located anywhere in the world. The Customer’s Use of a Product will be under a Named User or CPU license type, as specified on an order. “Named User” means a single individual designated by the Customer as a user of a Product on a non-temporary basis. “CPU” means a physical or virtual core to which an instance of a Product is assigned in support of an unspecified number of Named Users in the environment specified on an order. MicroStrategy will supply each Product to the Customer by making it available to the Customer via an electronic download. The Customer may make additional copies of the download files containing the Products for archival purposes.

2. **Technical Support Services.** “Technical Support Services” refers to the technical support and maintenance services provided by MicroStrategy according to MicroStrategy’s then-current technical support policy and procedure listed at <http://www.microstrategy.com> when the services are purchased. MicroStrategy will provide the Customer the level of Technical Support Services specified on an order. Each applicable order for Product licenses will state the price of standard Technical Support Services for a period of one year commencing on the date of delivery of those Products. Except as otherwise specified on an order, (a) upon expiration of the initial year of service, the Customer has the option to renew second year standard Technical Support Services at the stated amount on the order plus annual increase of the local consumer price index (CPI); and (b) the Customer agrees to renew standard Technical Support Services unless the Customer provides written notice to MicroStrategy at least 90 (ninety) days before expiration of the then current term that the Customer desires to have its Technical Support Services lapse on all of its Product licenses. For each Product license, MicroStrategy will deliver to the Customer, at the Customer’s request, a later commercial release of that Product (“Update”) at no charge as part of a Technical Support Services subscription. Updates will not include new products that MicroStrategy markets separately.

3. **Certain Obligations and Restrictions.** The Customer is responsible for the Customer’s Named Users’ compliance with this Agreement. The Customer will not (a) copy, display, distribute, or otherwise use the Products in any manner or for any purpose not expressly authorized by this Agreement; or (b) create derivative works of or otherwise modify the Products; or (c) reverse engineer, decompile or disassemble the Products or the metadata created by the Products; or (d) disclose results of any benchmarking tests without MicroStrategy’s prior consent; or (e) use the Products in a manner that violates an individual’s privacy right set forth by statute, rule, regulation or case law.

4. **Security Products.** When the Customer receives access to MicroStrategy’s security Products as part of a delivery of MicroStrategy’s analytics and mobility Products, the Customer may only use those security Products to authenticate access to analytics reports. The Customer is responsible for (a) configuring the security Products to integrate with the Customer’s network and the Security Applications; and (b) making available to the Customer’s Named Users terms of use and a privacy policy for the Security Applications that is consistent with the terms of use and privacy policy MicroStrategy includes as part of the Security Applications on each platform where the Security Applications are available (e.g., the Apple App Store for iOS devices and the Google Play Store for Android devices). “Security Application” means the iOS and Android versions of any of MicroStrategy’s proprietary, standard mobile security software applications that users can download onto their smartphones, as may be modified by MicroStrategy from time to time. MICROSTRATEGY’S SECURITY PRODUCTS ARE NOT DESIGNED TO AND WILL NOT BE USED TO MANAGE PHYSICAL OR LOGICAL ACCESS TO FACILITIES OR SYSTEMS WHERE DELAY IN OR FAILURE OF SUCH ACCESS COULD THREATEN HEALTH OR SAFETY, OR CAUSE PROPERTY, ENVIRONMENTAL OR SIMILAR DAMAGE OR LOSS, AND THE CUSTOMER AGREES NOT TO USE THEM TO MANAGE SUCH ACCESS UNLESS THE CUSTOMER PROVIDES A FAILSAFE MECHANISM FOR LOCAL BYPASS OF THE SECURITY PRODUCTS FOR USE IN AN EMERGENCY FOR WHICH THE CUSTOMER WILL BE FULLY RESPONSIBLE.

5. **Intellectual Property Ownership.** MicroStrategy, its affiliates and its licensors will own all right, title and interest in and to the Products. The Products are licensed and not sold. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, “Trademarks”). To the extent a party grants any rights or licenses to its Trademarks to the other party in connection with this Agreement, the other party’s use of such Trademarks will be subject to the reasonable trademark guidelines provided in writing by the party that owns the Trademarks.

6. **Term and Termination.** This Agreement has an initial term of five (5) years commencing upon execution of the order that

incorporates these terms and conditions. This Agreement shall automatically extend for subsequent one (1) year terms unless it has been terminated in accordance with this section. The Customer may terminate any order or Product license at any time by providing written notice to MicroStrategy. MicroStrategy may terminate any order or Product license upon written notice to the Customer (a) if the Customer breaches a material provision of this Agreement and fails to cure the breach within thirty (30) days following such notice; or (b) under the "Indemnification" and "Limited Warranties and Remedies" sections. Upon termination of all orders, this Agreement and all Product licenses will terminate and all fees that the Customer is obligated to pay as of the date of termination will be immediately due and payable. When a Product license terminates, the Customer will immediately cease using the Product.

7. **Indemnification.** MicroStrategy will defend the Customer, at MicroStrategy's expense, against any claim, demand, suit, or proceeding ("Claim") brought against the Customer by a third party alleging that a Product infringes or misappropriates an intellectual property right of the third party and will indemnify the Customer for and hold the Customer harmless from any damages finally awarded to the third party claimant or agreed to in settlement of the Claim, provided that the Customer (a) promptly give MicroStrategy written notice of the Claim; and (b) give MicroStrategy sole control of the defense and settlement of the Claim (provided that MicroStrategy may not settle any Claim that imposes liability on, or contains any admission of fault by, the Customer without the Customer's consent); and (c) provide to MicroStrategy all available information and reasonable assistance necessary for MicroStrategy to defend or settle the Claim; and (d) has not compromised or settled the Claim without MicroStrategy's written approval. If the Customer's use of a Product is enjoined in connection with the Claim, MicroStrategy may choose to either modify the Product to be non-infringing (while substantially preserving its utility and functionality) or obtain a license to allow for continued use of the Product, or if these alternatives are not commercially reasonable, MicroStrategy may terminate the Customer's license to and use of the Product and refund the license fees and any unused, prepaid Technical Support Services fees paid for the Product, provided that the Product licenses are terminated. MicroStrategy will have no indemnification obligation, and the Customer will indemnify MicroStrategy pursuant to this Agreement, for any Claim arising from or based upon (i) the misuse or unauthorized use of a Product or the use of a Product outside the scope of use identified in the Documentation, if the Claim would not have arisen without such use; or (ii) any modification of a Product not authorized by MicroStrategy in writing, if the Claim would not have arisen without such modification; or (iii) use of a prior version of a Product, if use of a newer version of the Product would have avoided the Claim; or (iv) the combination of a Product with any third party products, services or business processes not provided by MicroStrategy as part of the Product, if the Claim would not have arisen without such combination. The provisions of this section state the sole, exclusive and entire liability of MicroStrategy to the Customer, and are the Customer's sole remedy, with respect to the infringement of third party intellectual property rights.

8. **Limited Warranties and Remedies.** MicroStrategy warrants that (a) for a period of six (6) months from the date of signature of an order ("Warranty Period"), each Product listed on the order and

Updates delivered for the Product during the Warranty Period will perform in substantial conformance with the technical specifications set forth in the Documentation; and (b) prior to release, MicroStrategy scans each version of the Products using a nationally recognized virus scanning program and MicroStrategy will remove any virus detected by such virus scanning program prior to releasing such version of the Products; and (c) MicroStrategy will not materially decrease the level of Technical Support Services provided during an active subscription to such Technical Support Services; and (d) MicroStrategy's employees and contractors will perform any services listed on an order in a manner conforming to generally accepted industry standards and practices. For any breach of the warranty set forth in subsection (a) above, the Customer's exclusive remedy and MicroStrategy's entire liability will be (i) the correction of the Product errors that caused the breach of the warranty; or (ii) replacement of the Product; or (iii) if neither of the foregoing can be reasonably effected by MicroStrategy, the refund of the license fees and any unused, prepaid Technical Support Services fees paid for the Product, provided that the Product licenses are terminated. For any breach of the warranty set forth in subsection (d) above, the Customer's exclusive remedy and MicroStrategy's entire liability will be re-performance of the services at no cost to the Customer.

Each party warrants that any individual who signs this Agreement and any order governed by the Agreement on behalf of such party has the authority to enter into this Agreement or any such order on behalf of such party, and that it will comply with all applicable statutes, laws, rules and regulations in the exercise of its rights and the performance of its obligations under this Agreement.

The Customer acknowledges that the direct or indirect transfer of Products contrary to United States and relevant applicable law is prohibited. The Customer warrants that (i) the Customer is not a Restricted Party; and (ii) the Customer is not controlled by or acting on behalf of any Restricted Party; and (iii) neither the Customer nor any of the Customer's employees, agents or contractors will transfer or allow any Product to be transferred to any Restricted Party. "Restricted Party" means any person or entity that is (1) listed on any of the lists of persons or entities maintained by the United States government that prohibit such persons or entities from receiving exports or services; or (2) a national or resident of, or an entity or governmental authority in, any country or territory that is or becomes subject to United States export controls for anti-terrorism reasons or with which United States persons are generally prohibited from engaging in financial transactions.

NO OTHER WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NON-INFRINGEMENT.

9. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR MICROSTRATEGY'S OBLIGATIONS UNDER THE "THIRD PARTY INFRINGEMENT" SECTION, DAMAGES ARISING FROM CUSTOMER'S BREACH OF MICROSTRATEGY'S INTELLECTUAL PROPERTY RIGHTS, DAMAGES ARISING FROM A PARTY'S FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT AND DAMAGES ARISING FROM PERSONAL INJURY OR DEATH CAUSED BY A PARTY'S

NEGLIGENCE, THE CUMULATIVE AGGREGATE LIABILITY OF EACH PARTY AND ALL OF ITS AFFILIATES TO THE OTHER PARTY AND ALL OF ITS AFFILIATES RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (1) THE AMOUNT OF THE FEES PAID OR PAYABLE TO MICROSTRATEGY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE UNDER THIS AGREEMENT OR (2) €300,000. IN NO EVENT SHALL EACH PARTY OR ANY OF ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF EITHER PARTY OR ANY OF ITS AFFILIATES 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.

10. **Orders and Payment.** The Customer will be invoiced upon execution of and according to the terms of an order. All fees due to MicroStrategy will be payable, in full and in the currency listed on an order, thirty (30) days from the date of the invoice, and will be deemed overdue if they remain unpaid thereafter. All fees are net of any taxes, which will be the Customer's responsibility, except for taxes on MicroStrategy's income. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. If any undisputed invoice governed by this Agreement remains unpaid for thirty (30) or more days after it is due, MicroStrategy may, without limiting MicroStrategy's other rights and remedies, accelerate all unpaid fee obligations under such orders so that all amounts payable by the Customer become immediately due and payable. In addition, any amounts which remain unpaid after the due date will be subject to a late charge equal to one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, from the due date until such amount is paid. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by the Customer.

11. **Audit.** The Customer will keep accurate and complete records relating to its activities under this Agreement. At MicroStrategy's request but not more than once annually, MicroStrategy may audit such records and the Customer's use of the Products.

12. **Data Protection.** The Customer will not transfer to MicroStrategy or provide MicroStrategy access to any data or information that is subject to regulation under Applicable Data Protection Law ("Personal Data"), except for Personal Data related to the Customer's contact persons. "Applicable Data Protection Law" means all applicable international, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Personal Data including, without limitation, the European Union Directives governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security. MicroStrategy has implemented appropriate technical, organizational, and security measures designed to safeguard and protect Personal Data provided by the Customer to MicroStrategy and MicroStrategy may access, use and transfer such Personal Data to MicroStrategy's affiliates and third parties (including those located outside of the European Economic Area) only for the purposes of fulfilling MicroStrategy's obligations and exercising

MicroStrategy's rights, providing information to the Customer and complying with MicroStrategy's legal and auditing requirements. The Customer is responsible for providing any notices and obtaining any consents and approvals required to collect, process, transfer, maintain and use the data collected by the Customer in connection with the Customer's use of the Products.

13. **Notices.** All notices will be in writing and will be deemed to have been given when (a) personally delivered; or (b) sent by electronic mail; or (c) sent by a commercial overnight courier. The Customer will provide notices to: MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: crequest@microstrategy.com.

14. **Assignment.** This Agreement may not be assigned or otherwise transferred in whole or in part by the Customer, including by operation of law, without MicroStrategy's prior written approval.

15. **Other Provisions.** Each party will treat the other party's confidential information with the same care as it treats its own confidential information and, upon termination of this Agreement, will return to the other party any of its confidential information under its control. The latest version of this Agreement incorporated into an order governs all of the Customer's prior orders. The terms of this Agreement and any applicable order will supersede the terms in any purchase order or other ordering document that the Customer generates and provides to MicroStrategy. Any terms of trade stated or referenced in any such purchase order (except for names, quantities and addresses) will not be binding on MicroStrategy. As between this Agreement and an order, the latter prevails but only with respect to that order. This Agreement also supersedes the terms of a "click-wrap" license included in the Products. Neither party will be responsible for delay of performance due to causes beyond its control. This Agreement and the parties' relationship under it will be interpreted under and governed by the laws of the Netherlands (without regard to the choice or conflicts of law provisions of any jurisdiction) for customers with their registered corporate address in the Netherlands and by the laws of Belgium for customers with their registered corporate address in Belgium or Luxembourg. This Agreement will 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 Products will be subject to the exclusive jurisdiction of the courts of Amsterdam, Netherlands for customers with their registered corporate address in the Netherlands and to the exclusive jurisdiction of the courts of Brussels, Belgium for customers with their registered corporate address in Belgium or Luxembourg. 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. In any dispute, the prevailing party will be entitled to recover its cost of enforcing its claim, including but not limited to reasonable attorney fees. When the Customer accesses any product, service, content or item of a third party (each, a "Third Party Solution") with connectors included as part of the Products, the Customer agrees and acknowledges that (a) the Customer may download content from the servers of the Third Party Solution provider; and (b) the Customer's access to the Third Party Solution with such connectors will be for the purpose of utilizing the Third Party Solution in conjunction with

the Products; and (c) MicroStrategy is not responsible for interruptions of service caused by the Third Party Solution provider; and (d) MicroStrategy's relationship with the Third Party Solution provider is subject to termination and cancellation; and (e) the Customer may not remove or obscure any patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any output of the Products. During the term of this Agreement and for one (1) year following the termination of this Agreement, neither party will, directly or indirectly, solicit any employee (or agent) of the other party to terminate or modify the employee's relationship with a party in any way and neither party will hire any employee (or agent) of the other party; notwithstanding the foregoing, it will not be considered a breach of this prohibition for a party to hire an employee (or agent) responding to publicly advertised job opening announcements. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between the Customer and MicroStrategy as a result of this Agreement or the Customer's use of the Products. The failure of either the Customer or MicroStrategy to enforce any right or provision in this Agreement will 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. Any provision

of this Agreement that would reasonably be expected to survive will survive the termination of this Agreement. There are no intended third party beneficiaries of this Agreement. The Customer represents that its decision to purchase Product licenses is not based on (a) any oral or written comments made by MicroStrategy with respect to functionality or features not currently offered in MicroStrategy's latest generally available version of MicroStrategy's Products; or (b) any expectation that any additional features or functionality presented as part of a demonstration, beta evaluation or roadmap presentation of the Products may be included in a future update or release of the Products; or (c) demonstrations of any software that is not currently generally available. The Customer's further acknowledges that the development, release and timing of any additional features or functionality for MicroStrategy's Products remain at MicroStrategy's sole discretion. If the Customer deploys the Products as part of an extranet application, the Customer agrees to display "Powered by MicroStrategy" or certain other similar trademarks designated by MicroStrategy. The parties acknowledge and agree that this Agreement and all other contracts between them signed by electronic signatures shall be validly executed contracts and waive any rights to contest the validity or enforceability of such contract due to electronic signatures by one or both parties. This Agreement comprises the entire agreement between the Customer and MicroStrategy and supersedes all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral.