

MICROSTRATEGY ANALYTICS DESKTOP

CLICKWRAP SOFTWARE LICENSE AGREEMENT

THIS CLICKWRAP SOFTWARE LICENSE AGREEMENT (THIS "AGREEMENT") GOVERNS YOUR USE OF ANALYTICS DESKTOP. BY ELECTRONICALLY ACCEPTING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS.

1. LICENSE GRANT AND RESTRICTIONS

We grant You a perpetual, non-exclusive, non-transferable right, subject to the terms and conditions of this Agreement and in accordance with applicable law, to use Analytics Desktop anywhere in the world and receive basic Analytics Desktop support at no charge. You shall not reverse engineer Analytics Desktop. You may not access or use Analytics Desktop if You are Our direct competitor without Our express prior written consent. You shall not use Analytics Desktop for purposes of monitoring its availability, performance or functionality, collecting and publishing performance data or analysis, or any other benchmarking or competitive purpose.

2. RESPONSIBILITIES

You shall only use Analytics Desktop in accordance with all applicable local, state, national and foreign laws, treaties and regulations. You shall defend Us, at Your expense, against any claim, demand, suit, or proceeding ("Claim") brought against Us by a third party arising from or based upon (a) any modification of Analytics Desktop by You not authorized by Us in writing or (b) Your use of Analytics Desktop in an unlawful or unauthorized manner.

3. INTELLECTUAL PROPERTY OWNERSHIP

We and Our licensor(s) shall own all right, title and interest to Analytics Desktop. This Agreement is not a sale and does not convey to You any rights of ownership in or related to Analytics Desktop.

4. DISCLAIMER OF WARRANTY

ANALYTICS DESKTOP IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANALYTICS DESKTOP, 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 brought against You by a third party alleging that the use of Analytics Desktop 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.

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. LIMITATION OF LIABILITY

OUR AGGREGATE LIABILITY TO YOU ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR YOUR USE OF ANALYTICS DESKTOP, 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 DESKTOP, 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.

7. TERM AND TERMINATION

You may terminate this Agreement and Your license to Analytics Desktop at any time by providing written notice to Us. We may terminate this Agreement and Your license to Analytics Desktop for cause upon 30 days written notice to You for a material breach of this Agreement if such breach remains uncured at the expiration of such period.

Following the termination of this Agreement and Your license to Analytics Desktop, you shall immediately cease using Analytics Desktop and certify to Us within 30 days after termination that You have destroyed all copies of Analytics Desktop.

8. 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.

9. GENERAL

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 Desktop 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 Desktop. 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.

10. DEFINITIONS

"Analytics Desktop" means Our proprietary Analytics Desktop™ self-service business analytics solution to which You are being granted a license under this Agreement.

"We," "Us" and "Our" refers to the subsidiary or subsidiaries of MicroStrategy Incorporated with distribution rights in the location in which You install Analytics Desktop.

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