



Master Software License and Services Agreement

This Master Software License and Services Agreement ("Agreement") is entered into by and between MicroStrategy Services Corporation ("MicroStrategy"), with its principal place of business at 1850 Towers Crescent Plaza, Tysons Corner, VA 22182, and _____ ("Licensee"), with its principal place of business at _____.

1 RIGHTS AND RESTRICTIONS

1.1 MicroStrategy grants Licensee and its Affiliates a perpetual (except as otherwise set forth in this Agreement or an Order), non-exclusive and non-transferable (except as set forth in this Agreement) license to (a) install the Products listed on an Order on servers and workstations under the control of Licensee in the Territory and (b) grant Named Users access to the Product Licenses listed on such Order in support solely of Licensee's internal business operations according to the terms and conditions of this Agreement. These rights are granted only for the Products listed on an Order, even if the Products are delivered on media containing other software. Affiliate usage of Product Licenses is subject to the terms and conditions of this Agreement and such Affiliates shall be deemed to be a Licensee when placing an Order or using Product Licenses.

1.2 MicroStrategy shall supply each Product licensed under this Agreement to Licensee by making it available to Licensee via an electronic download. Licensee may make additional copies of the download files containing the Products for archival purposes.

1.3 Licensee shall 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 a Product in a manner that violates an individual's privacy right set forth by statute, rule, regulation or case law.

2 TECHNICAL SUPPORT SERVICES

2.1 MicroStrategy shall provide Licensee the level of Technical Support Services specified on an Order.

2.2 On each Order, MicroStrategy will state the price of Standard Technical Support Services for a period of one year commencing on the date of delivery of the Products. Except as otherwise specified on an Order, upon expiration of the initial year of service, Licensee has the option to renew second year Standard Technical Support Services at the stated amount on the Order. Thereafter, Licensee agrees to renew existing Technical Support Services for its Integrated Configuration unless Licensee provides written notice to MicroStrategy ninety (90) days before expiration of

the then current term that it desires to have its Technical Support Services lapse.

3 SERVICES

3.1 Education Services.

a. MicroStrategy shall provide Training Support as specified on an Order. Training Support is described at <http://www.microstrategy.com/licensing>. A Statement of Work for Training Support shall be attached to an Order if applicable. Licensee is responsible for paying reasonable travel and out-of-pocket expenses incurred in connection with the provision of Training Support.

b. MicroStrategy shall provide the Perennial Education Pass program ("PEP") as specified on an Order, which commences on the date of the applicable invoice. PEP programs are described at <http://www.microstrategy.com/licensing>. Upon expiration of the then current term, the PEP shall automatically renew unless Licensee provides written notice to MicroStrategy at pep@microstrategy.com ninety (90) days before expiration of the then current term.

3.2 Consulting Services.

a. A Statement of Work for Consulting Services shall be attached to an Order. MicroStrategy grants Licensee a perpetual, non-exclusive, non-assignable, royalty free license to use for Licensee's internal business operations anything developed by MicroStrategy and delivered to Licensee as part of Consulting Services.

b. Licensee will be billed for actual hours worked on a time and materials basis at the rate specified on an Order. The final price may vary from the estimated price. Licensee shall reimburse MicroStrategy for reasonable travel and out-of-pocket expenses incurred in connection with the provision of Consulting Services.

c. If Licensee cancels a confirmed resource engagement within ten (10) business days prior to the commencement of the engagement, MicroStrategy reserves the right to charge a cancellation fee calculated as fifty percent (50%) of the number of hours in the committed resource engagement up to a maximum of twenty (20) hours plus any non-cancelable travel expenses.

4 TERM AND TERMINATION

4.1 This Agreement and each Product License granted under it shall become effective on its respective Effective Date.

4.2 Licensee may terminate any Product License or this Agreement at any time by providing written notice to MicroStrategy.

4.3 MicroStrategy may terminate this Agreement and/or any Product License upon written notice to Licensee if Licensee breaches a material provision of this Agreement and fails to cure the breach within thirty (30) days following such notice.

4.4 Termination of this Agreement or any Product License shall not prevent either party from pursuing all available legal remedies, nor shall such termination relieve Licensee's obligation to pay all fees that are owed. The parties' rights and obligations under Clauses 1.3, 7.1, 8.3, 9 and 11 shall survive termination of this Agreement.

4.5 If a Product License granted under this Agreement terminates, Licensee shall: (a) immediately cease using the applicable Product, and (b) certify to MicroStrategy within thirty (30) days after expiration or termination that Licensee has destroyed or has returned to MicroStrategy all copies of the Products and any MicroStrategy Confidential Information.

5 THIRD PARTY INFRINGEMENT

5.1 MicroStrategy shall defend Licensee, at MicroStrategy's expense, against any claim, demand, suit, or proceeding ("Claim") brought against Licensee by a third party alleging that a Product or the work product delivered under Consulting Services ("Work Product") infringes or misappropriates an intellectual property right of the third party and shall indemnify Licensee for and hold Licensee harmless from any damages finally awarded to the third party claimant or agreed to in settlement of the Claim, *provided* that Licensee: (a) promptly gives written notice of the Claim to MicroStrategy; (b) gives MicroStrategy sole control of the defense and settlement of the Claim (*provided* that MicroStrategy may not settle any such Claim that imposes liability on, or contains any admission of fault by, Licensee without Licensee's consent); (c) provides to MicroStrategy all available information and reasonable assistance necessary for MicroStrategy to defend or settle the Claim; and (d) has not compromised or settled such Claim without MicroStrategy's written approval.

5.2 If Licensee's use of a Product or Work Product is enjoined in connection with the Claim, MicroStrategy may choose to either modify the Product or Work 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 Work Product, or if these alternatives are not commercially reasonable, MicroStrategy may terminate Licensee's use of the Product or Work Product and (a) with respect to the Product, refund the license fees paid for the Product and any unused, prepaid Technical Support Services fees paid for the Product, or (b) with respect to the Work Product, refund the fees paid for the Work Product.

5.3 MicroStrategy shall have no indemnification obligation, and Licensee shall indemnify MicroStrategy pursuant to this Agreement, for any Claim arising from or based upon (a) the misuse or unauthorized use of a Product or Work Product or the use of a Product outside the scope of use identified in the Documentation for such Product, if the Claim would not have arisen without such use; or (b) any modification of a Product or Work Product not authorized by MicroStrategy in writing, if the Claim

would not have arisen without such modification; or (c) use of a prior version of any Product, if use of a newer version of the Product would have avoided such Claim.

5.4 The provisions of this Section 5 state the sole, exclusive and entire liability of MicroStrategy to Licensee, and are Licensee's sole remedy, with respect to the infringement of third party intellectual property rights.

6 LIMITED WARRANTIES AND REMEDIES

6.1 MicroStrategy warrants that:

a. for a period of six (6) months from the Effective Date of an Order ("Warranty Period"), the Software listed on such Order and Updates delivered for such Software 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 Software 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 Software; 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 subcontractors shall perform the Services listed on an Order in a manner conforming to generally accepted industry standards and practices.

6.2 Both parties warrant to each other 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.

6.3 No other warranties, express or implied, are made with respect to the Products, Technical Support Services or Services supplied by MicroStrategy hereunder, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, systems integration, title, satisfactory quality and non-infringement.

6.4 For any breach of the warranties listed below, Licensee's exclusive remedy, and MicroStrategy's entire liability, shall be:

a. Section 6.1(a): (1) the correction of Software errors that caused the breach of the warranty, (2) replacement of the Software, or (3) if neither of the foregoing can be reasonably effected by MicroStrategy, return of the fees paid to MicroStrategy for the license of such Software, *provided* that such Software is returned to MicroStrategy;

b. Section 6.1(d): re-performance of the Services by MicroStrategy at no cost to Licensee.

7 LIMITATION OF LIABILITY

7.1 EXCEPT FOR MICROSTRATEGY'S OBLIGATIONS UNDER SECTION 5, THE CUMULATIVE AGGREGATE LIABILITY OF MICROSTRATEGY AND ALL OF ITS AFFILIATES TO LICENSEE AND ALL OF ITS

AFFILIATES RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE TO MICROSTRATEGY UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRIOR TO THE FIRST CLAIM MADE BY LICENSEE UNDER THIS AGREEMENT. IN NO EVENT SHALL MICROSTRATEGY OR ANY OF ITS AFFILIATES BE LIABLE TO LICENSEE OR ANY OF ITS AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF MICROSTRATEGY OR ANY OF ITS AFFILIATES HAS 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.

8 ORDERS, ACCEPTANCE AND PAYMENT

8.1 Except as provided herein, all Orders governed by this Agreement are firm and not subject to cancellation, return, refund or offset unless the parties specifically agree otherwise in writing.

8.2 Except for Consulting Services, Licensee will be invoiced upon execution of an Order. For Consulting Services, Licensee will be invoiced on a time and materials basis on or around the 15th and 30th of each month.

8.3 All fees due MicroStrategy shall be payable, in full and in the currency listed on an Order thirty (30) days from the date of the invoice, and shall be deemed overdue if they remain unpaid thereafter. All fees are net of any taxes, which shall be the responsibility of Licensee, 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 shall be deemed correct. If any undisputed invoice governed by this Agreement remains unpaid for 30 or more days after it is due, MicroStrategy may, without limiting its other rights and remedies, accelerate all unpaid fee obligations under such Orders so that all amounts payable by Licensee become immediately due and payable, and suspend delivery of Technical Support Services until such amounts are paid in full. In addition, any amounts which remain unpaid after the due date shall 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.

9 CONFIDENTIALITY

9.1 Recipient shall hold all Confidential Information received during the Term of this Agreement in confidence during the Term of this Agreement and for four (4) years thereafter ("**Confidentiality Period**"), and Recipient shall protect all such Confidential Information with the utmost care to prevent unauthorized use or disclosure. During the Confidentiality Period, Recipient shall not use any Confidential Information except as expressly authorized in this Agreement. Recipient shall not disclose, orally or in writing, any Confidential Information to any person, other than an employee, consultant or agent of Recipient bound by terms at least as restrictive as those set forth herein with a need to know such Confidential Information. Recipient

shall immediately report in writing to Discloser, and shall cooperate with Discloser in the investigation of any unauthorized copying, use, or disclosure of the Provided Items, or any other Confidential Information, that is known to or reasonably suspected by Recipient.

9.2 The obligations in this section shall not apply to any information which:

- a. is already in the public domain or becomes available to the public through no breach of this Agreement by Recipient; or
- b. was in the Recipient's possession prior to receipt from Discloser, as proven by Recipient's written records; or
- c. is received by the Recipient from a third party free to disclose such information to Recipient; or
- d. is required to be disclosed by applicable statute or regulation or by judicial or administrative process, provided that Recipient shall notify Discloser of such.

10 AUDIT

10.1 Upon request by MicroStrategy but not more than once annually, Licensee shall conduct a self-audit of its deployment of Products and within ten (10) business days after receipt of such notice, submit a written statement to MicroStrategy by e-mail to crequest@microstrategy.com or by fax to 703-832-1313 (or such other e-mail address or fax number designated in writing by MicroStrategy), verifying that Licensee has performed a self-audit of Products deployed and the number and type of Product Licenses deployed for each Product. In the event MicroStrategy does not receive a timely response under this section, MicroStrategy shall have the right to conduct an on-premises audit of Licensee's deployment of the Products. MicroStrategy shall conduct any such audit during regular business hours at Licensee's facilities.

11 GENERAL TERMS

11.1 Unless otherwise defined in this Agreement, capitalized terms in this Agreement shall have the same meaning as ascribed at <http://www.microstrategy.com/licensing/> on the Effective Date of this Agreement.

11.2 Licensee acquires no ownership rights in or title to the Products. The Products are licensed and not sold. MicroStrategy and its licensors retain all ownership rights in and title to the Products.

11.3 Licensee grants MicroStrategy the right to use Licensee's name and logo as a MicroStrategy customer in its public communications. Upon execution of this Agreement and with the prior written consent of Licensee (not to be unreasonably withheld or delayed), Licensee grants MicroStrategy the right to issue a press release within 30 days after execution of this Agreement announcing that Licensee has selected MicroStrategy as its business intelligence software platform.

11.4 During the Term of this Agreement and for one (1) year following the termination of this Agreement, neither party shall, 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 shall hire any employee (or agent) of the other party. Notwithstanding the foregoing, it shall not be considered a breach of this Section for a party to hire an employee (or agent) responding to publicly advertised job opening announcements.

11.5 MicroStrategy and Licensee are acting as independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

11.6 The laws of the Commonwealth of Virginia, excluding its conflicts of laws, shall govern this Agreement, and all matters arising out of or relating to this Agreement. The UN Convention for the International Sale of Goods shall not apply to this Agreement in whole or in part.

11.7 MicroStrategy and Licensee agree to submit to the exclusive jurisdiction of, and agree that venue is only proper in, state or federal courts with jurisdiction over Fairfax County, Virginia in any legal action or proceeding relating to this Agreement.

11.8 All notices under this Agreement shall be in writing and shall be deemed to have been given when (a) personally delivered; (b) sent by electronic facsimile transmission or other direct written electronic means with confirmed receipt; or (c) (i) sent by registered mail, postage prepaid (which notice shall be deemed to have been received on the third (3rd) Business Day following the date on which it is mailed) or (ii) sent overnight by a commercial overnight courier that provides a receipt (which notice shall be deemed to be received on the next business day after mailing), both to the address set forth on the title page hereto (or such other designee/address a party may provide by giving notice to the other party in compliance with this Agreement).

11.9 No failure or delay by any party in exercising any right under this Agreement shall operate as a waiver of any such right. No waiver of any default or breach on any one occasion shall constitute a waiver of any subsequent or other default or breach. No single or partial exercise of any such right shall preclude the further or full exercise of such right. No provision of this Agreement may be waived unless such waiver is in writing and signed by the party against which the waiver is to be effective.

11.10 Products acquired with United States Federal Government funds or intended for use within or for any United States federal agency are provided in accordance with FAR 12.212, Computer Software (October 1995), 52.227-19, Commercial Computer Software Restricted Rights (June 1987), and DFARS part 227.7202, Commercial Computer Software and Commercial Computer Software Documentation (October 1998).

11.11 If Licensee deploys the Products as part of an extranet application, Licensee agrees to display "Powered by MicroStrategy" or certain other similar MicroStrategy trademarks designated by MicroStrategy.

11.12 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. Licensee agrees that such export control laws govern Licensee's use of the Products and any services deliverables provided under this Agreement. Licensee agrees to comply with all relevant statutes, laws, rules and regulations, including such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Licensee agrees that no data, information, program and/or deliverables provided as part of services will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

11.13 Licensee shall not assign or transfer this Agreement or any right, license or obligation under this Agreement without the prior written consent of MicroStrategy. Any merger, consolidation, reorganization, transfer of substantially all assets of Licensee or other change in control or ownership of Licensee shall be considered an assignment for the purpose of this Agreement.

11.14 The terms of this Agreement and any applicable Order shall supersede the terms in any Licensee purchase order or other ordering document. Any Licensee terms of trade stated or referenced in the Licensee purchase order (except for names, quantities and addresses) shall not be binding on MicroStrategy. As between this Agreement and an Order, the latter prevails but only with respect to that Order. This Agreement shall also supersede all terms of any "shrink-wrap" or "click-wrap" license included in any package, media or electronic version of the Products that are installed pursuant to section 1.1(a).

11.15 In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

11.16 In any dispute under this Agreement, the prevailing party shall be entitled to recover its cost of enforcing its claim, including but not limited to reasonable attorney fees.

11.17 Neither party will be responsible for delay of performance due to causes beyond its control, including, without limitation, acts of God or nature, labor disputes, civil commotion, terrorism, sovereign acts of any federal, state or foreign governments, or shortage of materials.

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

11.19 This Agreement constitutes the complete agreement between the parties and supersedes all prior agreements and representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a

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writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement. Licensee represents that it has not relied on the availability of any

future version of the Products when purchasing Product Licenses under this Agreement.

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

MicroStrategy Services Corporation

Licensee

Signature

Signature

Date

Date

Name

Name

Title

Title