



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 _____ ("Customer" or "Licensee"), with its principal place of business at _____.

1. RIGHTS AND RESTRICTIONS

1.1 MicroStrategy grants Customer and its Affiliates a non-exclusive, non-transferable license to (a) install Products on servers and workstations under the control of Customer in the country to which such Products are delivered and (b) Use Products solely in support of Customer's internal business operations, each in a manner consistent with the License Type(s) and terms specified on an Order. Affiliate usage of Product licenses is subject to the terms and conditions of this Agreement and such Affiliates shall be deemed to be a Customer when placing an Order or using Product licenses.

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

1.3 Customer 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 Customer the level of Technical Support Services specified on an Order.

2.2 Each 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 such Products. Except as otherwise specified on an Order, upon expiration of the initial year of service, Customer has the option to renew second year Standard Technical Support Services at the stated amount on the Order. Thereafter, Customer agrees to renew Standard Technical Support Services unless Customer 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 on all of its Product licenses.

3. SERVICES

3.1 Education Services. Education Services shall be governed by the MicroStrategy education terms of use posted at www.microstrategy.com/licensing.

3.2 Consulting Services. MicroStrategy grants Customer a perpetual, non-exclusive, non-assignable, royalty free license to use for Customer's internal business operations anything developed by MicroStrategy and delivered to Customer as part of Consulting Services. Customer 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. Customer shall reimburse MicroStrategy for reasonable travel and out-of-pocket expenses incurred in connection with the provision of Consulting Services.

4. TERM AND TERMINATION

4.1 This Agreement and each Product license granted under this Agreement shall become effective on its respective Effective Date and terminate in accordance with this Section.

4.2 Customer 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 Customer (a) if Customer breaches a material provision of this Agreement and fails to cure the breach within thirty (30) days following such notice or (b) under Sections 5.2 and 6.4(a).

4.4 Upon termination of this Agreement, all Product licenses granted under this Agreement shall terminate.

4.5 If a Product license granted under this Agreement terminates, Customer shall: (a) immediately cease using the applicable Product, and (b) certify to MicroStrategy within thirty (30) days after expiration or termination that Customer 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 Customer, at MicroStrategy's expense, against any claim, demand, suit, or proceeding ("Claim") brought against Customer 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 Customer for and hold Customer harmless from any damages finally awarded to

the third party claimant or agreed to in settlement of the Claim, *provided* that Customer: (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, Customer without Customer'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 Customer'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 Customer's license to and 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 Customer 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 Customer, and are Customer'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 Each party warrants that:

- a. 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
- b. 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.

6.3 No other warranties or commitments, 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, Customer'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 licenses are terminated and such Software is returned to MicroStrategy;
- b. Section 6.1(d): re-performance of the Services by MicroStrategy at no cost to Customer.

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 CUSTOMER 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 CUSTOMER UNDER THIS AGREEMENT. IN NO EVENT SHALL MICROSTRATEGY OR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER 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 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, Customer will be invoiced upon execution of an Order. For Consulting Services, Customer 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 Customer, 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 Customer 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, Customer 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 Customer 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 Customer's deployment of the Products. MicroStrategy shall conduct any such audit during regular business hours at Customer's facilities.

11. GENERAL TERMS

11.1 Data Protection. Customer shall not transfer to MicroStrategy or provide MicroStrategy access to any Protected Data in connection with this Agreement, except for:

- a. Protected Data related to Customer's contact persons; or
- b. Protected Data provided to MicroStrategy in connection with a Technical Support Services case; or
- c. Protected Data provided to MicroStrategy as part of a Consulting Services engagement solely via a folder located on Customer's systems, so long as Customer provides MicroStrategy with all hardware, software and equipment for Consulting Services performed for or on behalf of Customer or any Customer Affiliate, configured to prevent the use of flash drives, USB drives, thumb drives or any other external drives and to prevent access to any email systems.

MicroStrategy has implemented appropriate technical, organizational, and security measures to safeguard and protect Protected Data provided by Customer to MicroStrategy under this Agreement and may access, use and transfer such Protected Data to MicroStrategy's Affiliates and third parties (including those located outside of the European Economic Area) only for the purposes of fulfilling its obligations and exercising its rights under this Agreement, providing information to Customer and complying with its legal and auditing requirements.

11.2 If Customer accesses software of a third party or MicroStrategy Affiliate (each, a "Third Party Solution") with connectors included as part of the Products, Customer agrees and acknowledges that (a) Customer may download content from the servers of the Third Party Solution provider; (b) Customer's access to the Third Party Solution with such connectors shall be solely for the purpose of utilizing the Third Party Solution in conjunction with the Products; (c) MicroStrategy is not responsible for interruptions of service caused by the Third Party Solution provider; (d) MicroStrategy's relationship with the Third Party Solution provider is subject to termination and cancellation; and (e) 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.

11.3 Customer 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.

11.4 The parties' rights and obligations under Sections 1.3, 7.1, 8.3, 9, and 11 shall survive termination of this Agreement.

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

11.6 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.

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

11.8 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.

11.9 MicroStrategy and Customer 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.

11.10 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).

11.11 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.

11.12 MicroStrategy is 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, **Customer 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 language is provided as part of MicroStrategy's compliance with the applicable Executive Orders, statutes and regulations regulated by the Department of Labor.

11.13 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).

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

11.15 Customer 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 Customer or other change in control or ownership of Customer shall be considered an assignment for the purpose of this Agreement.

11.16 The terms of this Agreement and any applicable Order shall supersede the terms in any Customer purchase order or other ordering document. Any Customer terms of trade stated or referenced in the Customer 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).

11.17 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.

11.18 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.

11.19 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.

11.20 Customer agrees that its purchase of Product licenses under this Agreement is not contingent upon the delivery of any future functionality or features of the Products nor is such purchase dependent upon any oral or written public comments made by MicroStrategy with respect to future functionality or features of the Products.

11.21 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.

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

12. DEFINITIONS

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

12.2 "Confidential Information" means any information disclosed by one party (as "Discloser") to the other party (as "Recipient"), or otherwise learned by the Recipient from the Discloser, marked "confidential" or disclosed or learned under circumstances that would lead a reasonable person to conclude that the information was confidential. Notwithstanding the foregoing and in all cases whether or not marked "confidential" or otherwise identifiable as confidential, the Products and any generic tools related to the Products created by MicroStrategy during the provision of Consulting Services shall be deemed to be Confidential Information of which MicroStrategy is the Discloser. In addition, whether or not marked "confidential" or otherwise identifiable as confidential, the following information shall be deemed Confidential Information of the Discloser: inventions, technical specifications, technical know-how, product development plans, program flowcharts, education materials, pricing, marketing plans, results of benchmark tests and customer lists. Further, any written agreement executed between Customer (and/or any Customer Affiliate) and MicroStrategy (and/or any MicroStrategy Affiliate),

including this Agreement and all Orders hereunder, shall be deemed to be the Confidential Information of both MicroStrategy and Customer.

12.3 "Consulting Services" means any consulting services provided by MicroStrategy or a MicroStrategy certified partner, as described at www.microstrategy.com.

12.4 "CPU" means a physical or virtual core to which a single or clustered instance of a Product is assigned in support of an unspecified number of Named Users in the environment specified on an Order.

12.5 "Designated System" or "DSI" means the name of the MicroStrategy metadata that will be accessed by the Products specified in the Order.

12.6 "Documentation" means the MicroStrategy user manual(s) on installation and use of the Products that are normally distributed with the Products.

12.7 "Education Services" means any of MicroStrategy's education offerings as described at www.microstrategy.com.

12.8 "Effective Date" means the date on which the applicable document (this Agreement or an Order) is signed by both parties or, for Orders in other than the dual-signature format, the date of MicroStrategy acceptance.

12.9 "Evaluation" means an installation of the Products in a non-production environment for a period of up to ninety (90) days under the terms and conditions of a software license agreement with MicroStrategy or a MicroStrategy distribution licensee, during which Customer may evaluate the Products for use in support of Customer's internal business operations.

12.10 "License Type" means the type of license designated (by "SKU Type" or a similar designation) or otherwise described on an Order.

12.11 "MicroStrategy Mobile Per App Bundle" means a Product bundle consisting of MicroStrategy Server and MicroStrategy Mobile which permits access by Named Users to up to three (3) MicroStrategy projects via a single application icon on a supported mobile device and such application may combine up to twenty-five (25) screens, if the mobile device is a tablet, or fifty (50) screens, if the mobile device is a phone, of MicroStrategy project data and reports interconnected via static and dynamic links.

12.12 "Named User" means a single individual designated by Customer as a user of a Product on a non-temporary basis.

12.13 "Order" means the document(s) by which Customer orders Product licenses, Technical Support Services and/or Services.

12.14 "Product" means an unmodified, generally available computer software program listed on the MicroStrategy standard price list and identified on an Order accepted by MicroStrategy ("Software"); the Documentation; tools included with the Software; and any and all Updates to the Software delivered to Customer.

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12.15 "Protected Data" means any data or information that is subject to regulation under applicable privacy and data protection legislation ("Applicable Data Protection Law"), including without limitation Personal Data, Protected Health Information and Personally Identifiable Information (as such terms are defined in Applicable Data Protection Law).

12.16 "Services" means Consulting Services or Education Services provided by MicroStrategy.

12.17 "Technical Support Services" means an annual subscription to technical support and maintenance according to MicroStrategy's then current technical support policy and procedure listed at <http://www.microstrategy.com> when the services are purchased.

12.18 "Term" means the period that begins on the Effective Date and ends on the date on which the applicable document (this Agreement or an Order) expires or is terminated, whichever occurs first.

12.19 "Update" means any subsequent generally available commercial release of a Product provided under an active subscription to Technical Support Services. Updates shall not include new products that MicroStrategy markets separately.

12.20 "Use" means to (a) grant Named Users located anywhere in the world access to the Products; (b) enable the Products to email reports and dashboards to Named Users located anywhere in the world; and (c) enable the Products to deliver reports to a file server or printer to be accessed by Named Users located anywhere in the world.

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

Customer

Signature

Date

Name

Title

Signature

Date

Name

Title