

**MICROSTRATEGY 2020 CUSTOMER AWARDS CONTEST
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE RESTRICTED OR PROHIBITED BY LAW. SUBJECT TO ALL APPLICABLE NATIONAL, FEDERAL, STATE, REGIONAL, PROVINCIAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES. PARTICIPATION CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. PLEASE READ CAREFULLY.

- 1. Binding Agreement.** To participate in the MicroStrategy 2020 Customer Awards Contest (the “Contest”), each entrant (referred to herein as an “entrant,” “you,” or “your”) must agree to these Official Rules (“Rules”). You may not participate in the Contest unless you accept and agree to comply with these Rules. Participation constitutes entrant’s full and unconditional agreement to these Rules and to MicroStrategy’s decisions, which are final and binding in all matters related to the Contest and which MicroStrategy may decide in its sole discretion. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

These Rules will take effect when you execute or agree (online) to these Rules, prior to or concurrent with your submission of an entry, and are effective until terminated as set forth below.

- 2. Contest Description.** The Contest is designed to highlight the very best analytics, dashboards, mobile applications, or use cases from MicroStrategy customers (individually, a “Customer,” together, “Customers”). Information on the Contest can be found here: <https://www.microstrategy.com/us/go/world-2020-customer-awards>. Nomination entries can be submitted into the Contest by completing the entry form hosted here: <https://www.surveygizmo.com/s3/5237640/2020-MicroStrategy-Customer-Awards>. Judges will choose the winning entries and prizes will be awarded in accordance with these Rules.
- 3. Sponsorship.** The Contest is sponsored by MicroStrategy® Incorporated, with a principal place of business at 1850 Towers Crescent Plaza, Tysons Corner, VA 22182, USA (“MicroStrategy,” “we,” “us,” or “our”).
- 4. Eligibility.** To be eligible to enter the Contest, you must be: (a) an existing (as of October 15, 2019) MicroStrategy Customer in good standing with MicroStrategy, as determined by MicroStrategy in its sole discretion, as of the start date of the Contest and through its duration, up to and including when the Prizes are awarded; (b) a permanent legal resident of a country where participation is not restricted or prohibited by law; and (c) 18 years of age or older, or the age of majority in your jurisdiction of legal residence.

Employees, interns, officers, and directors of MicroStrategy or any of its respective subsidiaries; affiliates; representatives; consultants; contractors; legal counsel; advertising, public relations, promotional, fulfillment, and marketing agencies; website providers; web masters; and members of their immediate families (spouses, parents, siblings, and children, regardless of where they live) and those living in the same household (whether related or not) are not eligible to enter or win. Government Officials are not eligible to enter or win. “Government Officials” include (i) an officer or employee of a government or a governmental department, agency, or instrumentality; (ii) an officer or employee of a political party, a party official, or candidate for political office; (iii) an officer or employee of a government-owned or -controlled entity or company; (iv) a member of a military; (v)

an officer or employee of a public international organization (such as the United Nations or the World Bank); or (vi) any person acting in an official capacity for or on behalf of any of the foregoing, as determined in MicroStrategy's sole discretion.

You are responsible for reviewing, understanding, and ensuring that your participation in the Contest complies with all of your employer's policies. If MicroStrategy believes and/or confirms at any time that you are violating any of those policies by entering, participating, accepting a Prize, or otherwise being involved in the Contest, MicroStrategy, in its sole discretion, may prohibit you from participating in the Contest, reject your entry, or revoke any Prize that you may have received in connection with the Contest. MicroStrategy is not responsible for any disputes arising between you and your employer.

5. **Privacy Notice.** Any personal information sent to, shared with, or collected by MicroStrategy in connection with the Contest is subject to MicroStrategy's Privacy Policy, found at <https://www.microstrategy.com/us/legal-folder/privacy-policy>. MicroStrategy and its agents, affiliates, subsidiaries, representatives, or service providers may use such personal information for purposes of Prize fulfillment and/or for future marketing by MicroStrategy, such as to notify you of a product or event.
6. **Electronic Communications.** Consent to electronic communications is a condition of participation in the Contest. You acknowledge and agree to electronic communication and delivery of all documents related to the Contest as designated by MicroStrategy. You further acknowledge and agree to:
 - (a) The transfer and storage of your personal data on MicroStrategy's server in the United States;
 - (b) The act of clicking your consent to these Rules as a binding form of your electronic signature, which will bind you to these Rules;
 - (c) Having Internet access and a valid email address enabling you to access and receive communications and documents electronically;
 - (d) Represent that all information you provide will be complete, current, and accurate; and
 - (e) Represent that you have printed or saved these Rules for your records.

Acceptance of any consent noted herein is effective unless and until you withdraw it. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Rules by contacting us at mbasil@microstrategy.com. MicroStrategy will send you a confirmation notice or request additional information to confirm your request once we have processed your change request.

7. **Contest Period.** The Contest period begins on October 21, 2019 at 9:00 a.m. ET and ends on November 30, 2019 at 5:00 p.m. ET. All entries must be received by November 30, 2019 at 5:00 p.m. ET. Unless otherwise noted, all times in these Rules or in relation to the Contest are local time in New York, New York, United States ("ET"). MicroStrategy is the official time keeper for the Contest.
8. **How to Enter.** To enter the Contest, you must take the following steps:

- (a) Visit the Contest website at: <https://www.microstrategy.com/us/go/world-2020-customer-awards>; and
- (b) Submit the following submission information at <https://www.surveygizmo.com/s3/5237640/2020-MicroStrategy-Customer-Awards>:
1. name, organization, email, and phone number;
 2. award category;
 3. application type, dashboard, analytics, use case, etc. with description of business impact, if applicable; and
 4. screenshots, video, or other relevant information, if applicable.

There is no limit on the number of entries that can be submitted by eligible entrants. Any entry sent by any person who does not meet the Requirements or otherwise does not comply with these Rules will be considered ineligible. Any incomplete entry, as determined in the sole discretion of MicroStrategy, will be void.

The authorized subscriber of the email account used to enter the Contest at the actual time of submission of the entry will be deemed to be the entrant and must comply with these Rules in the event of a dispute as to entries submitted by multiple users having the same email account. The authorized account subscriber is the natural person who is assigned an email address by an Internet access provider, on-line service provider, or other organization responsible for assigning email addresses for the domains associated with the submitted email addresses.

9. Entry Requirements. To be eligible for any Prize, the entry must be submitted by an eligible entrant and must meet the following requirements (“Requirements”):

- (a) The entry must be submitted with approval from the entrant’s company or organization and must not violate any applicable privacy rules, regulations, statutes, or laws.

(b) General Requirements. The entry must be:

1. Complete (i.e., fulfilling all requirements described in Sections 8 and 9 of these Rules), as determined in the sole discretion of MicroStrategy;
2. In English (unless otherwise specified by MicroStrategy); and
3. Received by no later than November 22, 2019 at 5:00 p.m. ET. Proof of submission (such as screenshots, etc.) is not proof of receipt by MicroStrategy. You will receive a confirmation email confirming receipt of your entry.

(c) Content Requirements. The entry:

1. Must not be unlawful (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortuous, or contain material that is (or promote activities that are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.);

2. Must not victimize, harass, degrade, intimidate, or discriminate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability, or natural origin;
 3. Must not include mention or performance of any copyrighted media production, including, but not limited to, music, films, books, television programming, etc., or identifying descriptions of any media property;
 4. Must not contain material that violates, misappropriates, or infringes the rights of others, including, without limitation, patent, trademark, trade secret, copyright, publicity, privacy, or other proprietary rights; without limiting the foregoing, video/photo submissions must not include third-party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures;
 5. Must not feature music that is not originally written, performed, and produced by the entrant only; all music featured in any video/photo must be available to publicize and broadcast on a license-free, no compensation basis;
 6. Must not include third parties, including, but not limited to, minors, celebrities, and friends who have not expressly authorized entrant to display their image, likeness, or voice in any submitted video/photo or otherwise use such image, likeness, or voice in accordance with these Rules;
 7. Must be the entrant's original idea (modification of an original work is not an original idea). Entries must not copy or otherwise plagiarize from any source;
 8. Must not contain any malware or be otherwise harmful to our computer system or the computer systems of others; and
 9. Must not impersonate or misrepresent affiliation with any other person or entity.
- (d) Data. Data used in the entry may be original or unoriginal. If data in the entry is unoriginal, it must comply with these Rules and you must obtain permission to use the data from its owner and comply with any and all applicable laws in any country, state, or jurisdiction with regard to the use of that data. You hereby certify that any data provided to MicroStrategy is accurate (with the exception of any "dummy data" submissions), you have the right to provide such data to MicroStrategy for use in the Contest, and the use of any data submitted into the Contest shall not infringe a right of any third party, including any third party's privacy rights. Entrant may be required to provide the third party's written consent to the use of the data in the entry.
- (e) If the entry contains information about an identifiable person other than the entrant who submitted the entry, by submitting the entry, the entrant represents and warrants that he/she has obtained the consent of such person to the use of the information in the entry as outlined herein and such person may be required to provide written consent to the entrant's use of the entry.

Any entry not meeting the above Requirements will be disqualified.

By submitting an entry, you understand and agree to the following:

- (i) MicroStrategy is not responsible for any unauthorized use of your entry by those accessing or viewing your entry.
- (ii) MicroStrategy or other entrants may have developed or commissioned materials competitive with or similar or identical to your entry, and you hereby agree you will not be entitled to any compensation as a result of MicroStrategy's use of any such similar or identical material, and you waive any claims you may have resulting from any similarities to your entry. MicroStrategy does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the entries.
- (iii) MicroStrategy cannot control the information you disclose to MicroStrategy or its representatives in the course of participating in the Contest or what MicroStrategy or its representatives will remember or retain with respect to any entry.
- (iv) You will not receive any compensation or credit from MicroStrategy for your participation in the Contest or any use of your entry in connection with the Contest.
- (v) After the Contest, your entry or parts of your entry may be publicized by MicroStrategy, including online on MicroStrategy's website or third-party websites.
- (vi) MicroStrategy is not obligated to use or retain your entry for any purpose, even if it has been selected as a winning entry.
- (vii) Nothing in these Rules or otherwise shall be interpreted as granting you any right or permission to use or display any of MicroStrategy's trademarks or tradenames (including any logo or brand) or rights in any of MicroStrategy's technologies or intellectual property. Moreover, nothing shall permit you to promote your participation or involvement in the Contest or affiliation with the Contest or MicroStrategy without MicroStrategy's prior written consent.
- (viii) MicroStrategy reserves the right, in its sole discretion, to disqualify any entry that it believes is inappropriate or not suitable for publication, that does not comply with these Rules, or that is not consistent with the spirit or theme of the Contest.

10. Intellectual Property Rights. Any intellectual property infringement, misuse, or plagiarism of another's work in any form or state will result in immediate disqualification and forfeiture of eligibility to receive a Prize. All intellectual property rights in any entries that belonged to you will remain with you, but the entries will not be returned to entrants after the Contest. Except where prohibited by law, you grant MicroStrategy the nonexclusive, irrevocable, worldwide license in perpetuity to use, copy, modify, distribute, and publicly display your entry in any form or format and for any purpose, including display on MicroStrategy's website, without any notification, attribution, or compensation to you. You also acknowledge and agree that if MicroStrategy does not use the entry, you will not be entitled to any credit, consideration, notice, or payments of any kind. Entries that attempt to restrict this right and entries from jurisdictions that restrict this right may be disqualified.

You represent and warrant that (a) the entry submitted by you is your own original work created by you and you are the sole and exclusive owner and rights holder of the entry (or if you are not the sole and exclusive owner and rights holder of the entry, you have obtained the necessary permission to submit the entry to the Contest) and (b) you have the right to submit the entry in the Contest. You further agree not to participate in the Contest in any manner that might (i) infringe any third-party proprietary, intellectual property, industrial property, personal, or other right, including, without limitation, copyright, trademark, patent, trade secret, or confidentiality obligations or (ii) otherwise violate applicable laws in any country in the world.

- 11. Description of the Prizes.** MicroStrategy will select up to a total of three (3) winners. One (1) winner from each category (Innovative, Impactful, and HyperIntelligence™-Enabled) will each win one (1) complimentary admission pass to MicroStrategy World™ 2020 (scheduled from February 4, 2020 to February 6, 2020) with an approximate retail value (“ARV”) of USD\$1,695.00 (one thousand six hundred and ninety-five dollars) (the “Prize”). The Prize does not include air travel, transportation of any kind, or accommodations to or from MicroStrategy World 2020. Prizes will be awarded to the Customer on whose behalf a winning entry is submitted. Prizes are not redeemable for cash. Total ARV of all Prizes to be awarded: USD\$5,085.00 (five thousand eighty-five dollars).

Winners may only use the admission pass for its intended purpose: to attend MicroStrategy World 2020. If a winner has already registered one or more representatives to attend MicroStrategy World 2020, the Prize cannot be applied toward a refund of such registered attendee(s). The Prize cannot be applied toward any future MicroStrategy conferences. MicroStrategy World 2020 is organized by MicroStrategy which reserves the right, in its sole discretion, to limit or deny access to the MicroStrategy World events to any entity or individual.

MicroStrategy reserves the right to substitute or modify the Prizes in its sole discretion. MicroStrategy will not replace any lost or stolen Prizes. Prizes cannot be used in conjunction with any other promotion or offer. Other than as set out in this Section 11, no Prize transfer, assignment, or substitution by any Prize winner is permitted. All federal, state, and local taxes, fees, duties, and surcharges, if any, on the value of the Prize are the sole responsibility of the Prize winner. As required by law, Prize winners will be issued 1099 forms for the value of the Prizes received to be used in filing their income taxes.

- 12. Judging and Selection of Winners.** Entries that comply with these Rules will be judged by a panel of MicroStrategy employees based on the following criteria:

(a) **Innovative**

1. Transformative (50%)
2. Business Value (25%)
3. Creativity (25%)

(b) **Impactful**

1. Quantitative ROI achieved (50%)
2. Qualitative ROI achieved (50%)

(c) **HyperIntelligence-Enabled**

1. Creativity (25%)
2. Business Value (25%)

3. Deployment (25%)
4. Quantitative ROI (25%)

For each category, the entry that receives the highest score will be the winner. If there is a tie, the judges will re-judge the applicable entries based on the criteria of which entry makes the most compelling use of the MicroStrategy technologies, applying a 25-point scale; the tied entry that receives the most points will win. All judges' decisions are final and binding.

Determination of eligibility and compliance is at MicroStrategy's sole discretion and may result in disqualification of any person. If a Prize winner is disqualified or if a Prize is forfeited, or if any Prize notification, Prize, or portion of a Prize is returned as undeliverable, at MicroStrategy's sole discretion and time permitting, the Prize will be considered forfeited and MicroStrategy may select the next highest scorer as an alternate Prize winner from all remaining eligible entries. MicroStrategy may repeat this process until a Prize winner is determined, at its sole discretion. No greater than the number of Prizes stated in these Rules will be awarded. In the event there are no eligible entries, no Prize will be awarded. If, by reason of a print or other error, more Prizes are claimed than the number set forth in these Rules, Prize winners will be selected in accordance with the criteria and method described above from among all eligible claimants making purportedly valid claims to award the advertised number of Prizes available.

13. Notification and Verification of Winners. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY MICROSTRATEGY, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. MicroStrategy will notify each potential Prize winner on or about December 6, 2019 by phone or email. In order to win a Prize, the potential Prize winner must continue to comply with all terms and conditions of these Rules. Each Prize winner will be required to sign a Publicity and Liability Release and Statement of Eligibility (the "Release"), which will include, except where prohibited by law, (a) a release of the Released Parties similar to what is set forth below in Section 16 and (b) a grant to MicroStrategy and its agencies of the unrestricted rights, in their collective or individual discretion, to publish and use the Prize winner's name, hometown, likeness, entry, statements, or Prize information for advertising and publicity purposes worldwide without limitation and without additional compensation.

If any potential Prize winner does not respond to a phone call or email notification within two (2) business days of its transmission, or should an email be returned as undeliverable or call not be returned for whatever reason after two (2) attempts, that potential Prize winner may be deemed disqualified, in MicroStrategy's sole discretion, and will forfeit the Prize.

In order to win a Prize, a potential Prize winner will be required to sign and return the Release and agree to participate in the development of a video success story (that will be featured during the keynote at MicroStrategy World 2020). If a potential Prize winner fails to sign and return the Release or does not agree to participate in the development of a video success story within two (2) business days of being notified or is found to be ineligible, that potential Prize winner will be deemed disqualified and will forfeit the Prize.

In addition to the Release, potential Prize winners may be required to complete additional information, including, without limitation, a W-9 tax form (for U.S. residents) or W-8BEN tax form (for

non-U.S. residents), in order to receive a Prize. If you do not sign the required forms or provide the required information within two (2) business days, you may be deemed disqualified, in MicroStrategy's sole discretion, and will forfeit the Prize.

- 14. Publicity.** Except where prohibited by law, by participating in the Contest, you agree and hereby grant MicroStrategy permission to use, copy, modify, distribute, and publicly display your entry for any purpose, such as, but not limited to, press and media communications, without any compensation or attribution to you. If you are a Prize winner, you agree that MicroStrategy may use your name, portrait, picture, voice, likeness, opinions, and biographical information for advertising and publicity purposes in any and all media, now known or hereafter developed, worldwide without additional compensation or notification. With respect to the foregoing, you acknowledge and agree that the names and countries of residence of Prize winners may be utilized in communications and advertising, including being posted on the MicroStrategy, MicroStrategy World, or MicroStrategy Community websites. You hereby waive any right to inspect or approve the foregoing, any materials that may be used in connection with the foregoing, or the use to which they may be applied.

- 15. Ability to Modify or Terminate.** In the event that the operation, security, or administration of the Contest is, in MicroStrategy's sole judgment, impaired in any way, MicroStrategy may, in its sole discretion, without limitation: (a) suspend the Contest and modify these Rules to address the impairment and then resume the Contest (with any continued participation in the Contest subject to the modified Rules of which MicroStrategy shall provide notice prior to resumption); or (b) terminate the Contest and award any Prize according to the criteria set forth above in Section 12 from among the eligible entries received up to the time of the impairment.

- 16. Limitation of Liability.** MicroStrategy and the employees, officers, directors, shareholders, agents, representatives, affiliates, subsidiaries, and advertising, promotion and legal advisor of MicroStrategy (collectively, the "Released Parties") are not responsible for and shall not be liable for: (a) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries or inaccurate entry information; (b) telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, or difficulties; (c) any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of entries, or for technical, network, telephone, computer, hardware, or software malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry for any reason, including, without limitation, on account of technical problems or traffic congestion on the Internet or at any website; (d) any condition caused by events beyond the control of MicroStrategy that may cause the Contest to be disrupted or corrupted; (e) any injuries, losses, or damages of any kind caused by a Prize or resulting from participation in the Contest or acceptance, possession, or use of a Prize; or (f) any printing, typographical, or other errors in any materials associated with the Contest.

By participating, you individually, and on behalf of your relatives, heirs, assignees, successors, executors, administrators, and employers (if applicable), hereby (i) permanently, irrevocably, and forever waive and release any and all rights, demands, losses, liabilities, claims, and causes of action whatsoever which you may now or hereafter be entitled to assert against the Released Parties, including, but not limited to, (A) any death, injury, loss of enjoyment, or other harm or loss of any nature whatsoever caused by, contributed to, or arising out of the Contest and/or any Prize awarded, (B) any claim or demand for compensation or any other claim or demand related to the Contest or what MicroStrategy provides, (C) any claim related to unauthorized human intervention in the Contest or technical errors that may impair your ability to participate in the Contest, (D) any claims related to

errors in the administration of the Contest, including with respect to registration, judging, and winner selection, (E) any claims or allegations that your entry infringes any copyright, trademark, or any other intellectual property right, (F) disputes between you and your employer, and (G) claims relating to damage to persons or property relating in any way to your participation in the Contest, and (ii) forever release and discharge the Released Parties from any and all liability with respect thereto.

To the extent permitted by law, the rights to litigate, to seek injunctive relief, or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with the Contest are hereby excluded, and you expressly waive any and all such rights. To the extent that such waiver is not permitted by law, entrant agrees that (except where prohibited): (1) any and all disputes, claims, and causes of action arising out of or connected with the Contest or any Prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in the Commonwealth of Virginia, United States; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, EVEN IF MICROSTRATEGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP INDEMNIFIED THE RELEASED PARTIES AT ALL TIMES FROM AND AGAINST ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, AND EXPENSES FOR OR IN RESPECT OF WHICH THE RELEASED PARTIES WILL OR MAY BECOME LIABLE RESULTING FROM, BY REASON OF, OR RELATED OR INCIDENTAL TO ANY ACT, DEFAULT, OR OMISSION BY YOU UNDER THESE RULES, INCLUDING, WITHOUT LIMITATION, RESULTING FROM OR IN RELATION TO ANY BREACH (INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY), NON-OBSERVANCE, ACT, OR OMISSION, WHETHER NEGLIGENT OR OTHERWISE, PURSUANT TO THESE RULES BY YOU.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THE CONTEST, INCLUDING THE WEBSITE, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

17. Compliance with Rules and Disqualification. MicroStrategy reserves the right to disqualify any entrant or entry that it believes, in its sole discretion, infringes upon any third-party right, violates any law, or otherwise does not comply with these Rules. MicroStrategy further reserves the right, in its sole discretion, to assess your eligibility and compliance with these Rules any time. If MicroStrategy requires assistance to assess your compliance, as determined in MicroStrategy's sole discretion, you must promptly provide that assistance. If you do not provide the requested assistance or if MicroStrategy believes you are not complying with these Rules, MicroStrategy reserves the right, in its sole discretion, to disqualify you or your entry.

MicroStrategy reserves the right, in its sole discretion, to disqualify and seek damages from any individual it finds to be: (a) cheating or tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating or failing to comply with the Rules or Release requirements; (c) violating the terms of service, conditions of use, or general rules or guidelines of any MicroStrategy property or service; (d) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten, or harass any other person; or (e) providing any false information in the context of the Contest, including, without limitation, concerning identity, postal address, and ownership of rights.

You hereby agree to allow MicroStrategy to make public statements regarding any disqualifications and any grounds for disqualification.

In addition, any attempt by an entrant or any other individual to deliberately damage any property or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, MicroStrategy reserves the right to seek damages from any such person to the fullest extent permitted by law.

- 18. Miscellaneous.** These Rules and agreement thereto will terminate on the earlier of (a) MicroStrategy determining, in its sole discretion, that the Contest is complete, (b) you determining, in your sole discretion, to cease participation in the Contest (with written notice to or otherwise informing MicroStrategy in a reasonably verifiable manner), (c) MicroStrategy providing you with oral or written notice of termination of these Rules, (d) you violating or breaching any of these Rules, or (e) MicroStrategy refusing (with notice) to allow your continued participation in the Contest or as a part of an entry. Sections 1, 5, 10, 11, 13, 14, 15, 16, 17, 18, and 19 of these Rules will survive the termination or expiration of these Rules for any reason.

MicroStrategy's failure to enforce any term of these Rules shall not constitute a waiver of that provision. These Rules represent the entire agreement between you and MicroStrategy with respect to the Contest and supersede all prior or contemporaneous communications in any form between you and MicroStrategy with respect to the Contest. No joint venture, partnership, employment, alliance, or agency relationship exists between you and MicroStrategy as a result of these Rules or the Contest.

If any part or provision of these Rules is held by a court to be invalid, unenforceable, or contrary to law, that part shall be changed and interpreted so as to best accomplish the objectives of the original part to the fullest extent allowed by law, and the remaining parts of these Rules will remain in full force and effect. These Rules may not be assigned or transferred by you without the prior express written consent of MicroStrategy.

- 19. Laws.** Except where otherwise required by law, the Contest is governed by the laws of the Commonwealth of Virginia in the United States. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules or the rights and obligations of the entrant and MicroStrategy in connection with the Contest will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

20. Inquiries or Questions. Any inquiries or questions regarding this Contest, including any request for the names of the Prize winners, may be sent by email to mbasil@microstrategy.com or by regular mail to the attention of Matthew Basil, Customer Programs Manager, at MicroStrategy's address set forth in Section 3 above.

21. Official Rules and Winners List. For a copy of these Rules, visit [click here](#) or send a self-addressed, stamped envelope for receipt by February 1, 2020, to Matthew Basil, Customer Programs Manager, care of Mike Bizovi, at MicroStrategy's address set forth in Section 3 above. Vermont residents may exclude return postage on requests for these Rules. For a list of Prize winners, available after February 6, 2020, visit <https://www.microstrategy.com/us/go/world-2020-customer-awards>. Requests for information about the Prize winners must be received by February 29, 2020.

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