

EMMA TERMS OF USE

The following terms and conditions (“Terms of Use”) govern the Emma mobile device software application (“Application”), the related website (the “Site” and together with the Emma service and the Application, the “Service”) made available by MicroStrategy Enterprises, Inc. (“us, “we,” or the “Company”). By accessing, using or participating in the Service, you (“you”) agree to be bound by these Terms of Use. We may modify, add, or delete portions of these Terms of Use at any time and for any purpose. You are responsible for reviewing these Terms of Use often enough to stay abreast of any changes. We will endeavor to notify you of any such changes by posting notice of such changes on the Service. Your use of the Service following any change or amendment to these Terms of Use constitutes your acceptance of such change or update. If you do not agree to abide by these or any future Terms of Use, you are not authorized to use or access (or continue to use or access) the Service.

Accounts; Registration Data; Account Security

In connection with registering for, using or participating in the Service, you agree to (i) provide accurate, current and complete information about (a) yourself and your credentials (“Registration Data”); and (b) other Users (as defined below) and their credentials (“Credentials Data”), to the extent you create a new Emma Badge; (ii) maintain the confidentiality of your password and other information related to the security of your account; (iii) maintain and promptly update the Registration Data and Credentials Data and any other information you provide to the Company, to keep such information accurate, current and complete; and (iv) be fully responsible for all use of your account and for any actions that take place through your account.

Venue Only; Dealings with Other Users

The Service is a tool that enables you and other individuals who install the Application or other variants of the Application that we may make available from time to time (“Users”) to (i) aggregate your professional and social credentials in a single location; (ii) use the Site to create “Emma Badges” (iii) send such Emma Badges to other Users within your professional and social organizations (“Organizations”); and (iv) allow other Users within a shared Organization to confirm your credentials for such Organization by using the Application, including by scanning the QR code then associated with your User account or by inputting into the Application the characters of the “Emma Code” then associated with your User account. Your communications and interactions with any Users or other third parties (collectively, “Third Parties”) involving the Service, including without limitation communications and interactions taking place through the Service and the sharing of data, including your credentials, from the Service, are solely between you and such Third Parties, and you are solely responsible for such communications and interactions. You should make whatever investigation you feel necessary or appropriate before sharing your credentials or Emma Keys, or proceeding with any online or offline communications with Third Parties. You acknowledge that the

Company is not involved in any actual communications between Users and Third Parties. Instead, the Company provides the Service to allow Users to communicate their credentialing information. The Company may, but has no obligation to, monitor disputes between you and any Third Parties relating to the Service. The Company is not responsible or liable in any manner for any loss, harm or damage arising out of your disclosure of your credentialing information to Third Parties, your sharing of Emma Keys with Third Parties or your communications and interactions with any Third Parties and you hereby release the Company from any and all claims, causes of actions, obligations or liabilities arising from or relating to such disclosure, communications and interactions.

Privacy

The Company believes strongly in user privacy. The Service's [Privacy Policy](#), together with the provisions of these Terms of Use, describes how we collect, use and disclose personal information from users of the Service. Your use of the Service signifies your acknowledgment of, and agreement to, the Service's Privacy Policy. You agree not to share or use any User information in a manner inconsistent with the Service's Privacy Policy.

Proprietary Rights in Service Content; Limited License

All content available through the Service, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement (the "Service Content"), are the proprietary property of the Company, its users or its licensors. No Service Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms of Use. Authorized Users may access and use the Service and the Service Content and download or print a reasonable number of copies of portions of the Service Content to which the User has properly gained access solely for the User's personal, non-commercial use, provided that the User maintains all copyright or other proprietary notices on all copies of such Service Content. Except for your own User Content, you may not publish or otherwise distribute Service Content, including via the Internet or any intranet or extranet site, or incorporate the Service Content in any other database or compilation. You may not use any data mining, robots, scraping or similar data gathering or extraction methods to obtain Service Content. Any use of the Service other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the Service and the Service Content granted herein. All rights of the Company or its licensors that are not expressly granted in these Terms of Use are reserved to the Company and its licensors.

User Content Posted on the Service

You are solely responsible for your credentialing information and any other content that you upload, publish, display or otherwise provide to the Company for display, including by authorizing others to do so on your behalf (hereinafter, "post"), on or through the Service, or transmit to or share with other Users (collectively, "User Content"). You may not post, transmit, or distribute User Content that you did not create or that you do not have permission to post. You may not publish or enable the publishing of false credentialing information. Additionally, for Emma Badges that you create, you will

ensure that both the Badge Name and Organization Name accurately reflect the intended purpose of the Badge and Organization to which the Badge relates. You understand and agree that the Company may, but is not obligated to, review the Service and may delete or remove (without notice) any Service Content or User Content in its sole discretion, for any reason or no reason, including User Content that the Company believes violates these Terms of Use. The Company has no backup or storage obligations regarding User Content. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Service or provide to the Company.

You acknowledge that the Company is not responsible for any User Content and does not verify the accuracy or authenticity of any User Content (including credentialing information). The Company makes no representations or warranties with respect to any User Content. By using the Service, you may be exposed to User Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable.

When you upload or post User Content, you grant to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute such User Content. Subject to the rights granted to us in these Terms of Use, you retain ownership of your User Content.

Trademarks and Copyrights

Trademarks, logos and service marks displayed on the Service are registered and unregistered trademarks of the Company, its licensors or content providers, or other third parties. All of these trademarks, logos and service marks are the property of their respective owners. Nothing on this Service shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Service without the owner's prior written permission, except as otherwise described herein. The Company reserves all rights not expressly granted in and to the Service and the Service Content. This Service and the Service Content are protected as a compilation under the copyright laws of the United States and other countries.

The Company is under no obligation to post, forward, transmit, distribute or otherwise provide any material available on this Service, including material you provide to us, and so we have an absolute right to remove any material from the Service in our sole discretion at any time.

User Conduct

You agree not to do any of the following in connection with your use of the Service and to otherwise use the Service in compliance with these Terms of Use.

- upload, post, transmit, distribute or otherwise make available:
 - any content that is unlawful, harassing, libelous, abusive, threatening, harmful, bigoted, racially offensive, obscene or otherwise objectionable;
 - any content that promotes any illegal services or the sale of any items prohibited or restricted by applicable law;

- any sexually explicit material;
- any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other prohibited form of solicitation;
- any private information of any third party, including, Social Security numbers and credit card numbers;
- any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- any content that would constitute, encourage or provide instructions for a criminal offense;
- use automated scripts to collect information from or otherwise interact with the Service;
- impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity;
- intimidate, stalk or harass another;
- use or attempt to use another's account, service or system without authorization from the Company, or create a false identity on the Service;
- use the Service in a manner that may create a conflict of interest or undermine the purposes of the Service, such as trading reviews with other Users or writing or soliciting skill reviews;
- upload, post, transmit, distribute, store or otherwise make available content that, in the sole judgment of the Company, is objectionable or which restricts or inhibits any other person from using the Service, or which may expose the Company or its users to any harm or liability of any type;
- remove, obscure or change any copyright, trademark, hyperlink or other proprietary rights notices contained within the Service;
- modify, adapt, disassemble, decompile, translate, reverse engineer or otherwise attempt to discover the source code or structure, sequence and organization of the Service or any content contained therein;
- use the Service in any manner that could damage, disable, overburden, or impair the Service, the Company, or any other person or entity;
- create or transmit unwanted electronic communications to other users of the Service or otherwise interfere with such users' enjoyment of the Service;
- provide false, inaccurate or misleading credentialing information or provide the Service with usernames and/or passwords for accounts with an Organization that are not associated with your account with such Organization;
- use the Service to further or promote any illegal activity or enterprise, including fraud, trafficking in obscene material, pornography, drug dealing, gambling, harassment, stalking, spamming, or distributing viruses or other harmful files; or
- use the Service in violation of these Terms of Use, Facebook's rules and policies (when applicable) or any applicable laws or regulations.

Additional Representations and Warranties

In addition to any other representations and warranties in these Terms of Use, you represent and warrant that:

- the User Content and all other content submitted to the Service through your account or otherwise posted, transmitted, or distributed by you on or through the Service: (i) does not violate or infringe upon the rights of any third party (including copyright, trademark, privacy, publicity or other personal

- or proprietary rights), (ii) does not contain libelous, defamatory or otherwise unlawful material, and (iii) is truthful and accurate; and
- you are not located in a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country, and you are not listed on any U.S. government list of prohibited or restricted parties.

Third Party Websites and Content

The Service may contain (or you may be sent through the Service) links to other web sites, including the web sites of Organizations (“Third Party Sites”), as well as content (including but not limited to articles, photographs, text, graphics, pictures, designs, credentialing information and other types of information provided by Organizations) belonging to or originating from the Third Party Sites (together with the Third Party Sites, the “Third Party Content”). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Service or any Third Party Content posted on or available through the Service, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of, linking to or permitting the use of any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by the Company. If you decide to leave the Service and access the Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Service or relating to any applications you use or install from the Service. Please specifically note that the Service’s mapping technology is provided by Google, Inc. and, in using such technology, you agree to be bound by Google’s Terms of Use.

Eligibility

This Service is intended solely for users who are 13 years of age or older. Any registration by, use of or access to the Service by anyone under 13 is unauthorized and in violation of these Terms of Use. By using the Service, you represent and warrant that you are 13 years of age or older.

Further, if you are the Administrator of an Emma Badge, you may not use the Service to send an Emma Badge to, communicate with, or otherwise contact any Users or prospective Users who are under 13 years of age.

Mobile Software License

Subject to the terms of these Terms of Use, the Company grants you a non-transferable, non-exclusive license to download, install and use one copy of the Application in object code form only on a mobile device that you own or control.

You may not derive or attempt to derive the source code of all or any portion of the Application, permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the Application or any part thereof.

The Company and its licensors own and shall retain all intellectual property rights and other rights in and to the Service, and any changes, modifications or corrections thereto. If you disclose or have disclosed to us or our affiliates any suggestions, ideas or feedback related to the Service or the Company's or its affiliates' products or services used (or that could be used) in connection with the Service ("Supporting Technologies"), or develop or have developed any inventions, methods, processes or other technology for use in connection with the Service or Supporting Technologies, you grant us a royalty-free, non-exclusive, irrevocable, sublicensable license to exercise any intellectual property rights related to such items in connection with the Service or Supporting Technologies.

The following terms and conditions apply to you only if you are using the Application from the Apple App Store. To the extent the other terms and conditions of these Terms of Use are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to the Application from the Apple App Store. You acknowledge and agree that these Terms of Use are solely between you and the Company, not Apple, and that Apple has no responsibility for the Application or content thereof. Your use of the Application must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application. In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the Application to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Use. You and the Company acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Application or your possession and/or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and the Company acknowledge that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use. You must comply with applicable third party terms of agreement when using the Application. You and the Company acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use as they relate to your license of the Application, and that, upon your acceptance of the Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

The following terms and conditions apply only if you are using the Application from the Blackberry App World store. To the extent the other terms and conditions of these Terms of Use are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to the Application from the Blackberry App World store. You acknowledge and agree that Research In

Motion E-Commerce Inc., Research In Motion E-Commerce Corporation and Research In Motion E-Commerce S.A.R.L. (collectively "RIME"); telecommunications carriers; and any third party merchant of record acting as the merchant of record for any transaction associated with the Application ("Merchants of Record"), will have no liability whatsoever in relation to the Application including, without limitation, in relation to the sale, distribution or use thereof, or the performance or non-performance thereof. You and we also agree that RIME, telecommunications carriers, and any such Merchants of Record are third party beneficiaries to the terms and conditions set forth in this paragraph.

Digital Millennium Copyright Act Notice

We are committed to complying with U.S. copyright and related laws, and we require all Users to comply with these laws. Accordingly, you may not disseminate any material or content in connection with the Service in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is our policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the rights of any user to access the Service if any such user is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who we believe, in our sole discretion, is infringing these rights. Upon our receipt of a proper notice of claimed infringement under the DMCA, we will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content in issue. Our designated agent (i.e., the proper party) to whom you should address such notice is:

MicroStrategy Enterprises, Inc.
1850 Towers Crescent Plaza
Tysons Corner, Virginia 22182
Attention: General Counsel
DMCA@strategy.com
Phone: 703.848.8600
Fax: 703.848.8610

If you believe that content that you or a third party owns has been used via the Application in a way that violates your or someone else's copyright or other intellectual property rights, please provide us with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and

- a statement by you, made under penalty of perjury, that the information contained in your report is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Disclaimers

The Company is not responsible or liable in any manner for any User Content or Third Party Content uploaded to or posted on the Service or displayed in connection with the Service, including the accuracy or completeness of any User information (including credentialing information) or information provided by Organizations. Facebook has not provided and is not responsible for any of the content provided on the Service, including advertisements, Emma Content or Third party Content. Although we provide rules for user conduct and postings, we do not control and are not responsible for what users post, transmit or distribute on or through the Service and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on or through the Service or in connection with any User Content or Third Party Content. The Company is not responsible for the conduct, whether online or offline, of any User.

The Service may be temporarily unavailable from time to time for maintenance or other reasons. The Company shall have no responsibility for any interruption, delay in operation or transmission, theft or destruction of, unauthorized access to, or alteration of, User communications or any other content made available via the Service. Under no circumstances will the Company be responsible for any personal injury or death resulting from the use of the Service, any User Content or Third Party Content, or any use of products or services provided by Users.

THE SERVICE, INCLUDING ALL CONTENT THEREIN, IS PROVIDED "AS IS" AND THE COMPANY AND ITS SUPPLIERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE, CONTENT OR MATERIALS MADE AVAILABLE THROUGH THE SERVICE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE, OR ITS SERVERS, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation on Liability

IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS, OR THEIR DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS, BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, ARISING FROM YOUR USE OF THE SERVICE OR ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR

DOWNLOADED FROM THE SERVICE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICE IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

Termination

The Company may terminate or suspend your account or ability to use the Service, in whole or in part, without notice in the event that (i) you violate the Terms of Use or violate any other rules that govern the use of the Service, (ii) your conduct may harm the Company or others or cause the Company or others to incur liability, (iii) you receive negative feedback from other Users, or (iv) as otherwise determined by the Company in its sole discretion.

The Company may modify the Service, and all content, software and other items used or contained in the Service, at any time. References on the Service to any companies, organizations, products, or services, or other information do not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.

You may terminate your account at any time by providing the Company with notice of termination in accordance with the instructions available through the Service. Your access to, use of, or participation in the Service, including any content therein, may be prevented by the Company at any time after your termination of your account.

Governing Law; Jurisdiction

The laws of the State of Virginia will govern these Terms of Use and any dispute that might arise between you and the Company without regard to any principles of conflicts of law. You irrevocably consent to the jurisdiction of the courts located in the County of Fairfax, Virginia for any action arising out of or relating to these Terms of Use.

Indemnity

You agree to indemnify and hold the Company harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content you post or distribute on or through the Service, your use of or participation in the Service, your interactions with other Users of the Service, or any violation of these Terms of Use or of any law or the rights of any third party.

Miscellaneous

These Terms of Use and the Privacy Policy constitute the entire agreement between you and the Company regarding the use of the Service and supersede any prior agreements between you and the Company relating to your use of the Service. The failure of the Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use is determined to be unlawful, void or for any reason unenforceable, such determination shall not affect the validity and enforceability of any of the remaining provisions.

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