



GENERAL TERMS AND CONDITIONS FOR MICROSTRATEGY PARTNERS

August 2018

These General Terms and Conditions for MicroStrategy Partners (“General Terms”) apply to an agreement executed between MicroStrategy Incorporated (“we,” “us,” “our”) and an authorized MicroStrategy partner (“you,” “your”) that incorporates these General Terms (collectively, the “Agreement”).

1. Your Role as a MicroStrategy Partner. We recognize you as an authorized MicroStrategy partner for conducting referral and resale transactions related to any current or prospective MicroStrategy customer (“Customer”) for any of our generally available software products (“Product”), and grant you a non-exclusive, non-transferable right to use Products (including the user documentation normally distributed or made available as part of the Products (“Documentation”)) for purposes of demonstration, laboratory and business development and proofs of concept for Approved Opportunities lasting less than 90 days. You may also sublicense any of these rights to any third party (“Sub-Distributor”) who has entered into a written agreement with you containing terms and conditions substantially similar to the terms of this Agreement. We may revoke the foregoing right to sublicense by providing written notice to you.

2. Approved Opportunities. Each Approved Opportunity will expire on the earlier of (a) the date on which we or you execute an order with a Customer under the Approved Opportunity and (b) the expiration date we designate in the MicroStrategy Partner Portal for the Approved Opportunity. We will determine whether the transaction under an Approved Opportunity will be directly between the Customer and us or between the Customer and you. If the transaction will be directly between the Customer and you, you will have the Customer execute an end user license agreement with us in a form we provide to you. For each Approved Opportunity, you will provide sales and marketing assistance that directly and materially impacts the ability to close the transaction related to the Approved Opportunity, as we determine in our sole discretion. We may approve, reject or modify a registered opportunity, including its status as an Approved Opportunity, at any time prior to the closing of the transaction related to such opportunity. “MicroStrategy Partner Portal” means our Salesforce.com partner portal, or any successor partner portal, system or procedure that we may designate from time to time.

3. Orders, Partner Fees and Payment.

(a) If the transaction under an Approved Opportunity will be directly between the Customer and you, we will provide you a price quotation for the Products and services. If you submit an order that we accept, we will invoice you. All amounts payable under the invoice (including applicable taxes) will be due, in full, thirty (30) days from the date of the invoice. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. Any amounts which

remain unpaid after the due date will 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. Except as otherwise noted, all orders placed by you that we accept are firm and not subject to cancellation, return, refund or offset by you, and will be in a format acceptable to us. We may designate one or more of our affiliates to exercise our rights and fulfill our obligations, including invoicing you.

(b) If the transaction under an Approved Opportunity is directly between the Customer and us, your partner fee will be calculated by multiplying the applicable partner fee rate and the software license fees payable to us in the first year by the Customer. We will pay you the applicable partner fee for the transaction (or, as applicable, we will credit the partner fee to a marketing development fund) within thirty (30) days after we receive payment of the software license fees from the Customer.

(c) Following the execution of an order, we will deliver the Products listed on that order to the Customer.

4. Certain Obligations and Restrictions.

You will 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 our prior consent; or (e) use the Products in a manner that violates an individual’s privacy right set forth by statute, rule, regulation or case law; or (f) use the Products to develop a product that is competitive with any of our product offerings. You will delete any demonstration copies of Products installed on servers or workstations under a Customer’s control upon completion of a demonstration at a Customer’s location.

5. Technical Support Services.

“Technical Support Services” refers to the technical support and maintenance services provided by us according to our then-current technical support policy and procedure listed at <http://www.microstrategy.com> when the services are purchased. For Products licensed for purposes of demonstration, laboratory and business development and proofs of concept for Approved Opportunities lasting less than 90 days, we will provide standard Technical Support Services to you at no charge. Each order for Products licensed for a perpetual term to be resold to a Customer will state the price of standard Technical Support Services for a

period of one year commencing on the date of delivery of those Products. Each Customer will purchase Technical Support Services for periods after the initial year of service either directly from us or from you, as we determine in our sole discretion. Except as otherwise specified on an order, if you renew such standard Technical Support Services on the applicable Customer's behalf, (a) upon expiration of the initial annual subscription term, standard Technical Support Services on those Product licenses will renew for subsequent annual subscription terms, each at an annual fee equal to the prior annual subscription term fee increased by the greater of CPI and five percent (5%) and (b) you agree to renew the Customer's standard Technical Support Services subscription(s) unless you provide written notice to us at least ninety (90) days before expiration of the then current subscription term that the Customer desires to have Technical Support Services lapse on all of its Product licenses. "CPI" means the latest published percentage increase in the United States Consumer Price Index-All Urban Consumers, U.S.-All items, 1982-84=100 at the time of the renewal.

6. Intellectual Property Ownership. We, our affiliates and our licensors will own all right, title and interest in and to the Products. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, "Trademarks"). To the extent a party grants any rights or licenses to its Trademarks to the other party in connection with this Agreement, the other party's use of such Trademarks will be subject to the reasonable trademark guidelines provided in writing by the party that owns the Trademarks.

7. Effects of Termination. Upon termination of this Agreement, all Product licenses and rights granted will terminate and all fees that you are obligated to pay as of the date of termination will be immediately due and payable. When a Product license terminates, you will immediately cease using the Product.

8. Limited Warranties and Remedies.

We warrant that our employees and contractors will perform the services listed on an order in a manner conforming to generally accepted industry standards and practices. For any breach of this warranty, your exclusive remedy and our entire liability will be re-performance of the services at no cost to you.

Each party warrants that any individual who signs this Agreement and any order governed by the Agreement on behalf of such party has the authority to enter into this Agreement or any such order on behalf of such party, and that 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.

You acknowledge that the direct or indirect transfer of Products contrary to United States law is prohibited. You warrant that (i) you are not a Restricted Party; and (ii) you

are not controlled by or acting on behalf of any Restricted Party. "Restricted Party" means any person or entity that is (1) listed on any of the lists of persons or entities maintained by the United States government that prohibit such persons or entities from receiving exports or services; or (2) a national or resident of, or an entity or governmental authority in, any country or territory that is or becomes subject to United States export controls for anti-terrorism reasons or with which United States persons are generally prohibited from engaging in financial transactions. You also warrant that you will ensure that your Sub-Distributors comply with the terms of this Agreement and all applicable statutes, laws, rules and regulations in connection with their use of Products.

NO OTHER WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NON-INFRINGEMENT.

9. Limitation of Liability. THE CUMULATIVE AGGREGATE LIABILITY OF US AND ALL OF OUR AFFILIATES AND LICENSORS TO YOU AND ALL OF YOUR AFFILIATES RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE PARTNER FEES PAID OR PAYABLE BY US IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU. IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WE OR ANY OF OUR AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON.

10. Audit. You will keep accurate and complete records relating to your activities under this Agreement, including records related to your installation and use of the Products and other information necessary to demonstrate your compliance with this Agreement, *e.g.*, any deployment information generated by the Products ("Records"). Within ten (10) days following our written request, you will certify to us in a writing signed by an officer of your company that your installation and use of the Products comply with the terms of this Agreement and will provide us any Records we specify in such request. In addition, within ten (10) days following our written request, we may audit your Records and your installation and use of the Products at your applicable facility during normal business

hours and subject to your reasonable facility security requirements.

11. Data Protection. You will not transfer to us or provide us any access to any data or information that is subject to regulation under Applicable Data Protection Law (“Protected Data”) in connection with this Agreement, including without limitation Personal Data, Protected Health Information and Personally Identifiable Information (as such terms are defined in Applicable Data Protection Law), except for Protected Data related to your contact persons. “Applicable Data Protection Law” means all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Protected Data including, without limitation, the European Union Directives and Regulations governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security. We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements.

12. Confidentiality. Under this Agreement, Confidential Information may be accessed or disclosed between the parties. “Confidential Information” means any information identified as confidential at the time of disclosure, or that reasonably should be understood to be confidential in view of the information’s nature or circumstances around its disclosure, and will in all cases include pricing terms, the terms of this Agreement or any order governed by this Agreement, software, technology, business plans, technical specifications, product development plans, marketing plans, education materials, customer lists, and generic tools and objects related to the Products created by us during the provision of consulting services. Confidential Information will not include information that (a) is or becomes a part of the public domain through no act or omission of the receiving party; or (b) was in the receiving party’s lawful possession prior to the disclosure; or (c) is lawfully disclosed to the receiving party by a third party without restriction on the disclosure; or (d) is independently developed by the receiving party. Security is important to us and our customers, and we strongly recommend that you share with us the results of any penetration tests that you conduct on our Products (which is considered solely our Confidential Information) so that we may utilize that information to improve our Products.

Each party agrees to hold the other party’s Confidential Information in confidence during the term of this

Agreement and for a period of five (5) years after the termination of this Agreement, and to disclose such Confidential Information only to those employees or agents who have a need to know such Confidential Information and are required to protect it against unauthorized disclosure. Notwithstanding the foregoing, either party may disclose the other party’s Confidential Information to a federal or state governmental entity to the extent such disclosure is required by law, so long as the receiving party notifies the disclosing party in advance of the required disclosure as soon as reasonably practicable to allow the disclosing party to contest the disclosure.

Upon termination of this Agreement and except for electronic copies made in the course of normal network backups, the receiving party will promptly destroy or return, at the sole discretion of the disclosing party, all Confidential Information of the disclosing party in the receiving party’s possession or control.

13. Notices. All notices will be in writing and will be deemed to have been given when (a) personally delivered; or (b) sent by electronic mail; or (c) sent by a commercial overnight courier. You will provide notices to: MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: crequest@microstrategy.com.

14. Assignment. This Agreement may not be assigned or otherwise transferred in whole or in part by you, including by operation of law, without our prior written approval.

15. FCPA and Related Matters. You and your subcontractors will comply with all applicable anti-mafia, anti-bribery and anti-corruption statutes, rules or regulations of any national, federal, state or local jurisdiction, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the U.K. Bribery Act of 2010 (in force on July 1, 2011) (“Anti-Bribery Laws”). You warrant and represent that you are not a government owned or controlled entity and that none of your directors or officers (or any individuals holding functionally equivalent positions) are a Government Official (as defined in applicable Anti-Bribery Laws). Upon sixty (60) days prior written notice, we will have the right to require that your employees participate in complimentary training provided by us (including periodic refresher training) regarding compliance with all Anti-Bribery Laws. You will, at your own expense, cooperate with any investigation conducted by us in connection with your compliance with this paragraph; such cooperation will include participating in interviews conducted by us and/or our designees and providing any information requested by us and/or our designees. You will ensure the compliance of your employees, directors, officers, subcontractors and business associates with the terms and conditions of this paragraph, and will promptly notify us, in writing, of any known or suspected breach of any provisions of this paragraph by you, your employees, directors, officers, subcontractors or business associates. We may, on

reasonable advance written notice, examine your corporate books and records that relate to your interactions with Government Officials (as defined in applicable Anti-Bribery Laws) in connection with transactions and other activities relating to the sale, distribution or provision of MicroStrategy products or services. Notwithstanding anything to the contrary in this Agreement, we will have the right, in our reasonable judgment, to determine whether you have breached the terms and conditions of this paragraph and may immediately terminate the Agreement by providing you written notice of any such breach.

16. Other Provisions. We are 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, **you will 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 our compliance with the applicable Executive Orders, statutes and regulations regulated by the Department of Labor. The terms of this Agreement and any applicable order will supersede the terms in any purchase order or other ordering document that you generate and provide to us. Any terms of trade stated or referenced in any such purchase order (except for names, quantities and addresses) will not be binding on us. As between this Agreement and an order, the latter prevails but only with respect to that order. This Agreement also supersedes the terms of a “click-wrap” license included in the Products. Neither party will be responsible for delay of performance due to causes beyond its control. This Agreement and the parties’ relationship under it will be interpreted under and governed by the laws of the Commonwealth of Virginia and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. This Agreement will not be subject to the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement, the parties’ relationship under it or the Products will be subject to the exclusive jurisdiction of the state and federal courts with jurisdiction over Fairfax County, Virginia. Both parties hereby irrevocably consent to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding. In any dispute, the prevailing party will be entitled to recover its cost of enforcing its claim, including but not limited to reasonable attorney fees. We will collect anonymous usage data related to your use of the Products; for clarity, such data will not include Protected Data. Our security Products are not designed to manage physical or logical access to facilities or systems where

delay in or failure of such access could threaten health or safety, or cause property, environmental or similar damage. Except for hiring an employee (or agent) of the other party to fill a job opening that was publicly announced and to which the applicable employee (or agent) responded, during the term of this Agreement and for one (1) year following termination of this Agreement, neither party will hire or directly or indirectly solicit any employee (or agent) of the other party who has provided services or performed obligations under this Agreement in the previous twelve (12) months. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement or your use of the Products. The failure of either you or us to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the party otherwise entitled to exercise or enforce it. Any provision of this Agreement that would reasonably be expected to survive will survive the termination of this Agreement. There are no intended third party beneficiaries of this Agreement. If you have previously entered into an agreement with us or any of our affiliates that authorizes you to resell or earn referral fees on the sale of MicroStrategy products or services, that agreement is replaced and superseded by this Agreement. This Agreement comprises the entire agreement between you and us and supersedes all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral.