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1.4 Limits to API Calls or End Users. The number of calls your Applications are permitted to make to the Usher mobile identity platform server and the number of End Users of your Application may be limited by Licensor and may be changed by Licensor from time to time in our sole discretion. You will be notified in writing of any limitations imposed by Licensor pursuant to this Section. Licensor may use technical measures to prevent over usage or stop usage after any usage limitations are exceeded. If you require a minimum or fixed number of calls or End Users, please contact us about obtaining such additional rights in a separate agreement.

1.5 Ownership. As between the parties, Licensor and its licensors, as applicable, retain all right, title and interest, including all intellectual property rights, in and to the SDK and Documentation, and all modifications thereto regardless of whether created by Licensor or Licensee, and Licensee hereby assigns all rights in any such modifications to Licensor. Licensee agrees that at no time during or after the expiration or termination of this Agreement to in any way question or dispute the ownership thereof by Licensor. As between the parties, Licensee retains all right, title and interest, including all intellectual property rights, in and to the Applications, subject to Licensor’s ownership of the SDK and the Documentation.

1.6 Updates to SDK. Licensor may enhance or otherwise modify the SDK or the Documentation at any time without notice. If Licensor makes updates to the SDK or the Documentation, the terms of this Agreement will govern them, unless the update is accompanied by a separate license. Licensor has no obligation to make available any updates to the SDK or Documentation. If Licensor does make an update available, it may have features, services or functionality that are different from those offered in a previous version of the SDK and may be incompatible with Applications developed on previous versions of the SDK.

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2. LICENSEE COVENANTS.

2.1 If Licensee uses the SDK to develop an Application, Licensee is responsible for protecting the privacy and legal rights of the End Users. If End Users provide Licensee with user names, passwords, or other login or personal information, Licensee will make the End Users aware that such information will be available to the Application, obtain any necessary consents to collect, use and distribute such End Users’ information in connection with the Application, and provide legally adequate privacy notices to those End Users. If an Application stores personal or sensitive information provided by End Users, Licensee will ensure that such Application does so securely.

2.2 Licensee will not engage in any activity with the SDK, including the development or distribution of any Application that (i) interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any party, including Licensor or (ii) violates any applicable law or regulation in any relevant jurisdiction.

2.3 Licensee is solely liable for (and Licensor has no liability to Licensee or to any third party for) any data, content, or resources that Licensee collects, creates, transmits or displays through any platform, any Applications or any media materials related thereto, and for any loss or damage arising therefrom (including any loss or damage which Licensor may suffer).

2.4 Licensee is solely responsible for (and Licensor has no responsibility to Licensee or to any third party for) any breach of Licensee's obligations under this Agreement, any applicable third party contract or any applicable law or regulation, and for any loss or damage arising therefrom (including any loss or damage which Licensor may suffer).

2.5 Licensee acknowledges that the SDK and any Applications developed therewith are not designed to and should not be used 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 or loss, and you agree not to use the SDK or any Applications developed therewith to manage such access unless you provide a failsafe mechanism for use in an emergency for which you will be fully responsible.

3. CONFIDENTIALITY.

3.1 Confidential Information. The term "**Confidential Information**" means the SDK, the Documentation, all technical and non-technical information that Licensor provides Licensee hereunder, including trade secrets, know-how, firmware, designs, schematics, techniques, software code, technical documentation, specifications, plans or any other information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing or business plan or financial or personnel matter relating to Licensor, its present or future products, sales, suppliers, customers, employees, investors or business, whether in written, oral, graphic or electronic form. Confidential Information includes any performance or benchmark test results with respect to the SDK. Licensee agrees to hold the Confidential Information in strict confidence and protect such Confidential Information from disclosure using the same care Licensee uses to protect Licensee's own confidential information of like importance, but not less than reasonable care. Licensee will notify Licensor in writing immediately if Licensee becomes aware of or suspects that the Confidential Information has been used or disclosed other than in accordance with this Agreement.

3.2 Treatment. At the expiration or termination of this Agreement, Licensee will (at the Licensor's option) return or destroy all Confidential Information (and all copies thereof) and provide written certification thereof to Licensor. Licensee's confidentiality obligations pursuant to this Section 3 will survive any expiration or termination of this Agreement.

4. DISCLAIMER OF WARRANTIES. THE SDK AND DOCUMENTATION ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS REGARDING THIS AGREEMENT, THE SDK, AND THE DOCUMENTATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT THIS DISCLAIMER OF WARRANTIES IS A FUNDAMENTAL PART OF THIS AGREEMENT AND THAT LICENSOR WOULD NOT AGREE TO ENTER THIS AGREEMENT OR LICENSE LICENSEE THE SDK WITHOUT SUCH DISCLAIMERS. THE FOREGOING LIMITATIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION.

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6. INDEMNIFICATION. Licensee shall indemnify and hold harmless Licensor, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings ("**Claim**"), as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees), arising out of or accruing from (i) Licensee's use of the SDK and the Documentation, (ii) any Application developed in connection with the SDK, including any Claim that the Application infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any third party or defames any third party or violates the rights of publicity or privacy of any third party, and (iii) any breach by Licensee of the terms and conditions of this Agreement.

7. FEEDBACK. You agree to provide Licensor with feedback, ideas, and suggestions ("**Feedback**") regarding the SDK and the Documentation based on your testing and use the SDK and the Documentation, including reporting

any bugs, faults or problems using the SDK or the Documentation. Licensee agrees that Licensor shall own all Feedback and all changes or improvements to any portion of the SDK or the Documentation developed or identified as a result of Licensee's use of the SDK or the Documentation and all associated intellectual property rights and Licensee hereby assigns to Licensor all of its right, title and interest thereto.

8. OPEN SOURCE AND THIRD PARTY COMPONENTS. The SDK includes third party and open source components, which are licensed for use and distribution by us under applicable licenses. The third party and open source components and applicable license terms will be available on the Developer Portal or as a separate file in the SDK download.

9. TERM; TERMINATION.

9.1 Term. This Agreement commences on the date you accept this Agreement by clicking "Register" where indicated or the day you otherwise download, install, activate or use the SDK and continues in full force and effect until terminated in accordance with this Section 9.

9.2 Termination. Licensor may terminate this Agreement, and/or suspend your access to the SDK, the Documentation, or the Usher mobile identity platform server at any time, provided that if you have not breached this Agreement, we will provide you reasonable prior notice. Licensee may terminate this Agreement at any time by ceasing use of the SDK and the Documentation.

9.3 Consequences of Termination. Upon any termination of this Agreement, the licenses granted herein, including any licenses to Public Users, shall simultaneously terminate and Licensee shall immediately cease all use of the SDK, Documentation, Licensor Marks and other Confidential Information and discontinue distribution of any functions or features of the SDK that are embedded in your Applications. Within thirty (30) days after termination, Licensee shall return to Licensor all copies of the SDK and Documentation in Licensee's possession and any other documents or materials containing any of Licensor's Confidential Information.

9.4 Survival. Notwithstanding any termination or expiration of this Agreement, the provisions of Sections 1.5, 2.3, 2.4, 3, 5, 6, 9, and 10 shall survive any expiration or termination of this Agreement.

10. GENERAL.

10.1 Export Laws. Use of the SDK and the Documentation is subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control and other U.S. agencies, and export controls of Switzerland and the European Union. You represent that you, your affiliates and your subcontractors, sublicensees, suppliers, vendors or customers ("*Business Associates*") and each of your and their respective agents are not a "Restricted Party", which means any person or entity: (i) located or established in, a national of, or controlled by the government of Cuba, Iran, North Korea, Sudan, Syria, or other country as to which the United States, Switzerland or European Union maintains an embargo; (ii) on the U.S. Department of Commerce Denied Person's List, Entity List, or Unverified List; U.S. Department of the Treasury List of Specially Designated Nationals and Blocked Persons; or U.S. Department of State List of Debarred Parties; (iii) engaged in activities involving nuclear materials or weapons, missile or rocket technologies, or proliferation of chemical or biological weapons; or (iv) affiliated with or a part of any non-U.S. military organization. The lists of countries, persons and entities that are Restricted Parties are subject to change without notice. You agree to strictly comply, at your sole expense, with all applicable U.S., Swiss and E.U. export controls, including, without limitation, all licensing, authorization, documentation and reporting requirements relating to your import, use, export and re-export of the SDK and Documentation. You will not sell, resell, loan, disclose, or otherwise transfer any Products to any Restricted Party. If you become or learn that an end user of any Application has become a Restricted Party, you will notify us immediately and we will have the right to terminate the license granted to you in Section 1.1. You will impose equivalent conditions on any end user of your Applications or other persons to whom the SDK or the Documentation are provided or disclosed. The SDK may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. If you use the SDK or the Documentation outside of the United States, Switzerland and the European Union, you are solely responsible for compliance with all applicable laws, including export and import controls, of such other countries.

10.2 Independent Contractors. The relationship of the parties created by this Agreement is that of independent contractors and not that of employer/employee, principal/agent, partnership, joint venturers or representative of the other.

10.3 Governing Law; Choice of Forum. The Agreement and all matters arising out of or relating to the Agreement will be governed by the laws of the Commonwealth of Virginia excluding its conflicts of laws principles; the U.N. Convention on Contracts for the International Sale of Goods does not apply. Each of Licensee and Licensor submits to the exclusive jurisdiction of, and agrees that venue is only proper in, state or federal courts with jurisdiction over Fairfax County, Virginia in any legal action or proceeding relating to the

Agreement; provided, however, that we may institute proceedings against you relating to the protection of our intellectual or other proprietary rights or our Confidential Information in any other court in order to enforce our rights through specific performance, injunction or other equitable relief.

10.4 Severability. In the event any provision of this Agreement is held by a proper authority to be prohibited by law or unenforceable, such provision shall be amended and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

10.5 Assignment. Licensee may not assign this Agreement or Licensee's rights hereunder, or delegate Licensee's duties hereunder, in whole or in part, by operation of law or otherwise, without Licensor's prior written consent. Any such purported assignment without prior consent shall be null and void. The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. Licensor may assign this Agreement without notice to Licensee.

10.6 Notice. We will send you notices to the email address provided by you during the registration process completed via the Developer Portal or otherwise.

10.7 Waiver. Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any subsequent breach or right to enforce which may thereafter occur.

10.8 Construction. The headings to the clauses, sub-clauses and parts of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation."

10.9 Changes to Agreement. This Agreement may be modified by Licensor from time to time. Licensor will provide advance notice of any modifications to Licensee unless such modifications are in response to changes in laws and it is not practicable for us to provide advance notice, in which case, we will post the revised version of this Agreement online at www.microstrategy.com/usher/sdklicense. All modifications pursuant to this Section will become effective on the date specified in a notice or on the date posted, as applicable. If Licensee continues to use the SDK after the change becomes effective, Licensee shall be deemed to have accepted the revised Agreement.

10.10 Entire Agreement. This Agreement contains the final, complete, and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter.

Last Revised: February 17, 2015