



CLICKWRAP SOFTWARE LICENSE AGREEMENT

August 2018

THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR USE OF MICROSTRATEGY SOFTWARE PRODUCTS (“PRODUCTS”). BY ELECTRONICALLY ACCEPTING THESE TERMS AND CONDITIONS, YOU (“YOU,” “YOUR”) WILL ENTER INTO AN AGREEMENT (“AGREEMENT”) WITH AN AFFILIATE OF MICROSTRATEGY INCORPORATED LOCATED IN THE COUNTRY WHERE THE PRODUCTS ARE DELIVERED OR, IF NO SUCH AFFILIATE EXISTS, MICROSTRATEGY SERVICES CORPORATION AND MICROSTRATEGY LIMITED (“WE,” “US,” “OUR”) UNDER THE TERMS AND CONDITIONS BELOW. THIS AGREEMENT DOES NOT APPLY TO PRODUCTS THAT YOU LICENSE FROM US PURSUANT TO AN ORDER THAT WE ACCEPT; THE TERMS GOVERNING THOSE PRODUCT LICENSES SUPERSEDE THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, “YOU” AND “YOUR” REFERS TO THAT COMPANY.

1. License Grant. We grant you and your affiliates a non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement and in accordance with applicable law, to (a) install Products on servers and workstations under your control or under the control of your third party service provider in the country to which the Products are delivered; and (b) grant Named Users located anywhere in the world access to the Products (including the user documentation normally distributed or made available as part of the Products (“Documentation”) and reports, dashboards, dossiers and other output generated by the Products) in support of your internal business operations, each in accordance with the Documentation. You must exercise the foregoing rights solely for purposes of internally evaluating the Products and we may limit your license to the Products to a specific period of time that we determine. “Named User” means a single individual designated by you as a user of a Product on a non-temporary basis. We will provide you basic technical support for the Products, and will supply each Product to you by making it available electronically. We may terminate your use of the Products upon written notice to you if you breach a material provision of this Agreement and fail to cure the breach within thirty (30) days following such notice. When this Agreement terminates, the license granted in this section will terminate and you must uninstall and cease use of the Products.

2. Certain Obligations and Restrictions. You are responsible for your Named Users’ compliance with this Agreement. 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.

3. Intellectual Property Ownership. We, our affiliates and our licensors will own all right, title and interest in and to the Products. The Products are licensed and not sold. 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.

4. Limited Warranties and Remedies.

EACH PRODUCT PROVIDED BY US OR ANY OF OUR AFFILIATES IS PROVIDED “AS IS”. NO 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.

Each party warrants 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.

5. Limitation of Liability. IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES FOR ANY DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, INCLUDING DIRECT, 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.

6. 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.

7. 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. You are responsible for providing any notices and obtaining any consents and approvals required to collect, process, transfer, maintain and use the data collected by you in connection with your use of the Products.

8. 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.

9. 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.

10. 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.

11. Other Provisions. 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. When you access any product, service, content or item of a third party (each, a "Third Party Solution") with connectors included as part of the Products, you agree and acknowledge that (a) you may download content from the servers of the Third Party Solution provider; and (b) your access to the Third Party Solution with such connectors will be for the purpose of utilizing the Third Party Solution in conjunction with the Products; and (c) we are not responsible for interruptions of service caused by the Third Party Solution provider; and (d) our relationship with the Third Party Solution provider is subject to termination and cancellation; and (e) you may not remove or obscure any patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any output of the Products. 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. 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. 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.