



MASTER PRE-RELEASE ONLINE SUBSCRIPTION AGREEMENT

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF MICROSTRATEGY'S ONLINE SERVICE, INCLUDING THE USE OF SOFTWARE COMPONENTS (COLLECTIVELY, THE "ONLINE SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

BY ACCEPTING THESE TERMS YOU AGREE THAT THESE ONLINE SERVICES ARE SEPARATE AND DISTINCT FROM ANY LICENSES TO MICROSTRATEGY PRODUCTS AND THESE ONLINE SERVICES SHALL NOT BE GOVERNED BY THE TERMS OF ANY SOFTWARE LICENSE AGREEMENT EXECUTED BY YOU OR AN AFFILIATE RELATED TO SUCH MICROSTRATEGY PRODUCTS.

1 TERMS APPLICABLE TO THE USE OF MICROSTRATEGY ONLINE SERVICES

1.1 MicroStrategy grants you during the Beta Period a non-exclusive, non-transferable, right to access the Online Service and MicroStrategy Pre-Release Technology by unlimited Named Users, solely for testing and evaluation of the MicroStrategy Pre-Release Technology, subject to the terms and conditions of this Agreement.

1.2 You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit your access rights to the Online Service; (ii) modify or make derivative works of the Online Service or the metadata contained therein; (iii) clone the virtual image that includes the Online Service; (iv) reverse engineer or access the Online Service or the metadata contained therein. You may use the Online Service only for Your internal business purposes and shall not (i) interfere with or disrupt the integrity or performance of the Online Service; (ii) attempt to gain unauthorized access to the Online Service or its related systems or networks; or (iii) use the Online Service to store or transmit material in violation of third-party privacy rights or to store or transmit infringing, libelous, or otherwise unlawful or tortious material (iv) use the Online Service to store or transmit material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; (v) use the Online Service to store or transmit material that contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another; or (vi) use the Online Service to store or transmit material that violates any applicable statute, law, rule or regulation.

1.3 You (i) are responsible for all activity occurring under your user accounts and (ii) shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Online Service, including those related to data privacy, international communications and the transmission of technical or personal data.

1.4 You acknowledge that any data you provide MicroStrategy may be stored on servers in the United States or the United Kingdom. You shall indemnify, defend and hold harmless MicroStrategy against a claim brought against MicroStrategy by a third party alleging that the use of data you provided to MicroStrategy in connection with the Online Service violates, infringes or misappropriates the rights of a third party.

1.5 If you use the Online Services in any unauthorized manner, MicroStrategy, in its sole discretion, may immediately terminate your password, account or use of the Online Service.

1.6 THE ONLINE SERVICES AND THE MICROSTRATEGY PRE-RELEASE TECHNOLOGY SHALL BE PROVIDED AS IS. MICROSTRATEGY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE ONLINE SERVICE AND MICROSTRATEGY TECHNOLOGY AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY STATUTORY OR IMPLIED WARRANTIES OF TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

1.7 You will indemnify and hold us harmless from any claims based on the use of the Online Services and the MicroStrategy Pre-Release Technology for any purposes other than those set forth in this Agreement.

1.8 You represent that the MicroStrategy Pre-Release Technology will only be used for beta testing purposes, and will not be rented, leased, sold, sublicensed, assigned, or otherwise transferred. You further agree not to transfer or export any product, process, or service that is the direct product of the MicroStrategy Pre-Release Technology.

2 TERMS APPLICABLE TO PRE-RELEASE TECHNOLOGY

2.1 MicroStrategy hereby grants you the right to test and evaluate the MicroStrategy Pre-Release Technology hosted on the MicroStrategy private cloud as part of a beta testing program established by MicroStrategy and in accordance with the program rules and to use the Documentation in support of its testing activities. This license is non-exclusive, non-transferable and only for the executable form of the MicroStrategy Pre-Release Technology. No license is granted for any other purpose. Licensee shall not use the MicroStrategy Pre-Release Technology in production.

2.2 You shall report to us any errors, bugs or suggestions for improvement or modification of the MicroStrategy Pre-Release Technology with enough information to reproduce the error, bug or suggestion. We shall use such reports to improve the MicroStrategy Pre-Release Technology; all resulting improvements shall be owned by MicroStrategy.

2.3 During the Beta Period, we will provide you with a reasonable amount of engineering support at no charge. The nature and extent of engineering support shall be determined in our sole discretion.

2.4 During the Beta Period, We will collect certain personal information from Your Named Users. This information may be shared with MicroStrategy's affiliates in the United States and elsewhere; will be kept accurate and secure; and will be used only for the limited purpose of performing this Agreement, maintaining Our systems, records and forecasts, and identifying other potential opportunities for Us to provide you products and services. You are entitled to obtain access to, correction or deletion of your personal information by contacting MicroStrategy by sending an email message to info@microstrategy.com.

2.5 You acknowledge that the MicroStrategy Pre-Release Technology contains confidential trade secrets of MicroStrategy and, therefore, You shall not disclose to any third party, copy, disassemble, decompile, reverse engineer, make derivations of, translate, adapt, modify or alter the MicroStrategy Pre-Release Technology. All rights, title and interest to all intellectual property with respect to the MicroStrategy Pre-Release Technology shall remain exclusively with MicroStrategy Incorporated.

2.6 Under the beta program you may receive our Confidential Information. You agree to hold our Confidential Information in confidence for a period of five years from the date of disclosure. Also, you agree to disclose our Confidential Information only to those employees or agents who have a need to know and are required to protect it against unauthorized disclosure. Nothing shall prevent you from disclosing our Confidential Information to a federal or state governmental entity as required by law. The term "confidential information" refers to any information marked confidential or disclosed or provided under circumstances that would lead a reasonable person to conclude that the information was confidential including the MicroStrategy Pre-Release Technology. Confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of you; (b) was in the your lawful possession prior to the disclosure and had not been obtained by you from us; (c) is lawfully disclosed to you by a third party without restriction on the disclosure; or (d) is independently developed by You.

2.7 You acknowledge that the MicroStrategy Pre-Release Technology is experimental and may have defects or deficiencies which cannot or will not be corrected by us. We are under no obligation to release the MicroStrategy Pre-Release Technology for shipment to you as a final product of MicroStrategy or to ensure compatibility between the MicroStrategy Pre-Release Technology provided hereunder and any later versions or releases.

3 GENERAL

3.1 Definitions

- a) "You" and "Your" refers to the entity that has executed this agreement ("Agreement") and ordered products and/or services. "We," "us," "our" and "MicroStrategy" refers to MicroStrategy Services Corporation, for and on behalf of itself and its subsidiaries and affiliates under common control.
- b) "Beta Period" commences upon delivery of the MicroStrategy Pre-Release Technology and end 30 days after the MicroStrategy Pre-Release Technology becomes generally available or upon written termination by us, whichever occurs first.
- c) "Online Services" means a virtual instance of the MicroStrategy Pre-Release Technology deployed on MicroStrategy's Internal Private Cloud.
- d) "MicroStrategy Pre-Release Technology" means any pre-release version of any MicroStrategy software that is so-identified by terms such as "alpha," "beta," "pre-release," "release candidate" or the like by MicroStrategy, and any pre-release upgrades thereto
- e) "Documentation" means the MicroStrategy user manual(s) on installation and use of the MicroStrategy Pre-Release Technology that are normally distributed with the MicroStrategy Pre-Release Technology.
- f) "Named User" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Online Service and have been supplied user identifications and passwords by You (or by MicroStrategy at Your request).

3.2 IN NO EVENT SHALL MICROSTRATEGY BE LIABLE FOR ANY DAMAGES ARISING HEREUNDER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, INCLUDING THOSE DAMAGES ARISING FROM LOSS OF DATA, USE, REVENUES OR PROFITS, EVEN IF MICROSTRATEGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

3.3 This Agreement shall remain in effect until terminated. Either party may terminate this Agreement without cause upon 10 days' advance written notice to the other party. MicroStrategy may terminate the Agreement immediately should Licensee materially breach the confidentiality provision of this Agreement. Further, MicroStrategy may at any time discontinue the beta program for any particular Software, in which case this Agreement shall be terminated as applied to that Software. Expiration of the testing period for the Software as contemplated in section 2 also constitutes termination. Upon termination, at MicroStrategy's request, Licensee shall either return to MicroStrategy or destroy all copies of Software and other Confidential Information to MicroStrategy and in the latter case shall certify to MicroStrategy in writing that this has been done.

3.4 This Agreement shall be governed by and construed in accordance with the laws of the country in which You are located, excluding its conflicts of laws rules, as follows (1) In the United States and Puerto Rico and People's Republic of China, the laws of the Commonwealth of Virginia, USA shall govern; (2) In Australia, the laws of New South Wales shall govern; (3) in Canada, the laws of the Province of Ontario shall govern; and (4) and in all countries of the Commonwealth of Independent States and Central and Eastern Europe, the laws of Austria shall govern. The Vienna Convention on the Contracts for the International Sale of Goods (CISG) is excluded. If any clause of this Agreement is invalid in whole or in part under applicable law, it shall be deemed restated to reflect the original intentions of the parties to the extent legally possible and the rest of this Agreement shall remain in full force and effect. This Agreement and any exhibits contain the entire understanding and agreement between the parties relating to the subject matter hereof. Any representation, promise or condition not explicitly set forth in this agreement shall not be binding on either party. Any amendments to this Agreement shall be in writing and signed by the authorized representatives of each party. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. No claim may be brought arising out of or in connection with this Agreement more than 2 years after the cause of action arose. This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned or delegated in any manner by you.