MicroStrategy®

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement ("Agreement") applies to an order entered into between an affiliate of MicroStrategy Incorporated ("we," "us," "our") and the entity ordering Products or Services identified on the order ("you," "your"), and specifies the terms and conditions under which we will license and supply Products and Services to you and your affiliates. This Agreement consists of the sections identified in the following Table of Contents:

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I.   GENERAL TERMS

The terms of this Section I ("General Terms") apply generally to all Products and Services supplied under this Agreement.

1.   Definitions

Unless otherwise defined in this Agreement, capitalized terms used in the body of this Agreement will have the meanings set forth below.

"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 the European Union Directives and regulations governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security.

"CPU" means a physical core (in a physical computing environment) or a virtual core (in a virtual computing environment) to which an instance of a Product is assigned, as identified by the operating system in which the Product is installed.

"Customer Content" means software (including machine images), data, text, audio, video, images, or other content of yours or a third-party that you or your Representative utilize with a Product or upload or transfer to the MCE Service.

"Designated Software Instance," or "DSI" means a single MicroStrategy metadata database or a set of related MicroStrategy metadata databases (*e.g.*, for production, development, testing, etc.) that will be accessed by the Products specified on an order.

"Documentation" means the user documentation or manuals normally distributed or made available in connection with a Product, including, in the case of the MCE Service, the MCE Service Guide.

"MCE Service" means the MicroStrategy Cloud Environment service, a platform-as-a-service offering that we manage on your behalf in an Amazon Web Services or Microsoft Azure environment that includes access to, collectively: (a) the "Cloud Platform" version of our Products (an optimized version of the MicroStrategy software platform built specifically for deployment in an Amazon Web Services or Microsoft Azure environment) licensed by you; (b) Cloud Support; and (c) the Additional PaaS Components (as defined in the MicroStrategy Cloud

Environment Service Terms section below) you have purchased for use with such Products.

"MCE Service Guide" means the MCE Service Guide listed at microstrategy.com, as modified from time to time by us.

"Named User" means a single identifiable individual with unique login credentials authorized by you as a user of a Product or the MCE Service at any time during the term of your license to the Product or during the MCE Service Term who you have not permanently replaced with another Named User, regardless of whether the individual is actively using or has ever used the Product or MCE Service.

"Product" means a generally available MicroStrategy software product identified on an order that is licensed to you pursuant to the terms of this Agreement, and any tools included with such software product (including, in the case of the "Cloud Platform" version of our Products, the MicroStrategy cloud provisioning console).

"Protected Data" means any data or information that is subject to regulation under Applicable Data Protection Law.

"Representative" means any of your affiliates, your third-party contractors and anyone else accessing or using a Product or Service on your behalf or through your systems, including any Named Users.

"Service" means any service provided by us pursuant to this Agreement, including technical support, education, consulting and the MCE Service (or any portion thereof).

"Technical Support Services" means the technical support and maintenance Services provided by us according to our then-current technical support policy and procedure listed at microstrategy.com ("Technical Support Policy") when the Services are purchased.

"Territory" means the country listed under the "Ship To" address on an order.

"Third-Party Solution" means any product, service, content or item of a third-party.

"Update" means a later commercial release of a Product made available after you license the Product.

2. Certain Obligations and Restrictions

You are responsible for compliance with this Agreement by your Representatives. You are also responsible for the proper operation of your network and your equipment used to connect to the Products or the MCE Service. You and your Representatives will not (a) copy, display, distribute, or otherwise use a Product or the MCE Service in any manner or for any purpose not expressly authorized by this Agreement; or (b) create derivative works of or otherwise modify any Product or the MCE Service or any portion thereof except as expressly provided in the Documentation; or (c) modify, tamper with or repair any Product or any other software included in the MCE Service; or (d) reverse engineer, decompile or disassemble any Product or such software or the metadata created by a Product or such software, or apply any other process or procedure to derive the source code of any Product or such software; or (e) interfere with or disrupt the integrity or performance of a Product or the MCE Service; or (f) attempt to gain unauthorized access to a Product or the MCE Service or its related systems or networks; or (g) access or use any Product or the MCE Service in a way intended to avoid incurring fees or exceeding usage limits or quotas; or (h) use a Product or the MCE Service to develop any product or service that is in any way competitive with any of our product or service offerings; or (i) make available to any third-party any analysis of the operation of a Product or the MCE Service, including any benchmarking results, without our prior written consent; or (j) use any Product or the MCE Service to provide time-sharing services, software-as-a-service offering, service bureau services or similar services; or (k) use a Product or the MCE Service to store or transmit (1) material in violation of third-party privacy rights; or (2) libelous, or otherwise unlawful or tortious material; or (3) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; or (4) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.

As required for our performance pursuant to this Agreement and an order, you are also required to (A) provide us with reliable, accurate and complete information; and (B) make decisions and obtain required management approvals in a timely manner; and (C) obtain all consents, approvals and licenses necessary for use of any software, services, data or other items provided by you or on your behalf; and (D) cause your third-party contractors and licensors to cooperate with us.

3. Intellectual Property Ownership

We, our affiliates and our licensors will own all right, title and interest in and to all Products. You will be and remain the owner of all rights, title and interest in and to Customer Content. 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. Term and Termination

This Agreement, orders and Product licenses may only be terminated according to this section. You may terminate this Agreement, any order or Product license at any time by providing written notice to us. We may terminate this Agreement, any order or Product license at any time following our written notice to you that you have breached a material provision of this Agreement, if you do not cure the breach within thirty (30) days following the date of such notice of breach. We may also terminate this Agreement, any order or Product license upon written notice to you, as provided in the "Indemnification" section of these General Terms or the applicable "Additional Limited Warranties and Remedies" section of this Agreement. Upon termination of this Agreement or an order, all fees that you are obligated to pay as of the date of termination will be immediately due and payable. Upon termination of this Agreement or all orders, this Agreement, all Product licenses and your right to access the MCE Service, and any and all rights to receive Technical Support Services will terminate. When a Product license terminates, you will immediately cease using the Product.

5. Indemnification

We will defend you, at our expense, against any third-party claim, demand, suit, or proceeding ("Claim") brought against you by a nonaffiliated third-party alleging that a Product (including a Product that you access through the MCE Service) infringes or misappropriates an intellectual property right of the third-party and will indemnify you for and hold you harmless from any damages finally awarded to the third-party claimant or agreed to in settlement of the Claim. If your use of the Product is enjoined in connection with the Claim or we believe it reasonably could be enjoined, we may choose to either modify the Product to be non-infringing (while substantially preserving its utility and functionality) or obtain a license to allow for continued use of the Product or if these alternatives are not commercially reasonable, we may terminate your right to access and use the Product and refund any unused, prepaid Technical Support Services paid for the Product together with a refund of license fees paid for the Product (subject to depreciation on a straight line five-year basis).

We will have no indemnification obligation, and you will indemnify us, for any Claim arising from or based upon (a) the misuse or unauthorized use of a Product or the use of a Product outside the scope of use identified in the Documentation, if the Claim would not have arisen without such use; or (b) any modification of a Product not authorized by us in writing, if the Claim would not have arisen without such modification; or (c) the combination of a Product with any third-party products, services or business processes not provided by us as part of a Product, if the Claim would not have arisen without such combination, or (d) the use of a Product in an unlawful or unauthorized manner, or (e) use of a prior version of a Product, if use of a newer version of the Product made generally available to our customers would have avoided the Claim, or (f) the use of Customer Content or a Third-Party Solution, or (g) a breach of the "Certain Obligations and Restrictions" or "Data Protection" sections of these General Terms or, as applicable, of the "MCE Service Obligations and Restrictions" section of the MicroStrategy Cloud Environment Service Terms by you or your Representatives.

The indemnifying party's obligations under this section only arise if the indemnified party (1) promptly gives the indemnifying party written notice of the Claim; and (2) gives the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle any claim that imposes liability on, or contains any admission of fault by, the indemnified party, without its consent); and (3) provides to the indemnifying party all available information and reasonable assistance necessary to defend or settle the claim; and (4) has not compromised or settled the claim without the indemnifying party's written approval.

The provisions of this section state the sole, exclusive and entire liability of us to you, and are your sole remedy, with respect to the infringement of third-party intellectual property rights.

6. Limited Warranties and Remedies

Each party warrants that the individual entering into this Agreement and any order governed by this 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 a Product contrary to United States law or any other applicable law is prohibited. You warrant that (a) you are not a Restricted Party; and (b) you are not controlled by or acting on behalf of any Restricted Party; and (c) neither you nor any of your employees, agents or contractors will transfer or allow any Product to be transferred to 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.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY PRODUCT OR SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NONINFRINGEMENT. WE DO NOT WARRANT AND ARE NOT RESPONSIBLE FOR ANY THIRD-PARTY PRODUCTS OR SERVICES AND YOUR SOLE AND EXCLUSIVE RIGHTS AND REMEDIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES ARE AS PROVIDED BY THE THIRD-PARTY PROVIDER AND NOT BY US.

If you exceed the scope of your license to a Product, we will have the right to invoice you and you must pay us within twenty (20) days from the date of the invoice (i) fees for such excess calculated at our standard list prices in effect as of the date we discover such infringement for each Product infringed multiplied by the number of infringing licenses measured over the timeframe during which such infringement occurred and (ii) fees for all related Technical Support Services at an amount equal to twenty-two percent (22%) of the net license fees for such excess, measured over the same timeframe. These remedies are in addition to any other remedies or relief, including termination rights, already provided in this Agreement. You agree that this provision is not intended to be a penalty but is instead designed to protect our legitimate business interests. You further agree that if we no longer offer a Product that you have infringed at the time that we become aware of the infringement, then we will calculate damages under this provision at the higher of the last available standard list price for that Product or the current standard list price of its successor. In addition, you agree that we will be entitled to preliminary injunctive relief in the event of an uncured breach of this Agreement, including but not limited to breach of the "Audit" section due to the importance of verifying compliance, and you waive any injunction bond requirement in connection with any request for such relief.

7. Limitation of Liability

EXCEPT FOR OUR OBLIGATIONS UNDER THE "INDEMNIFICATION" SECTION OF THIS AGREEMENT, 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 FEES PAID TO US IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU. WE AND OUR AFFILIATES WILL ONLY BE LIABLE FOR DAMAGES SOLELY AND DIRECTLY ARISING FROM OUR OR OUR AFFILIATES' BREACH OF THIS AGREEMENT, AND 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, PUNITIVE, 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. SUBJECT TO THE FOREGOING, OUR MAXIMUM LIABILITY FOR EACH CLAIM MADE BY YOU, TO THE EXTENT THE CLAIM ARISES FROM OR IS BASED UPON THE USE OF A THIRD-PARTY SOLUTION, WILL NOT EXCEED THE AMOUNT OF THE APPLICABLE THIRD-PARTY SOLUTION PROVIDER'S LIABILITY TO US RELATED TO THE CLAIM.

8. Orders and Payment

You will be invoiced upon execution of and according to the terms of an order. All fees due to us will be payable, in full and in the currency listed on an order, thirty (30) days from the date of the invoice, and will be deemed overdue if they remain unpaid thereafter. All fees are net of any taxes, which will be your responsibility, except for taxes on our income. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. You agree to negotiate in good faith a prompt resolution of any disputed amounts. If any undisputed invoice governed by this Agreement remains unpaid for 30 or more days after it is due, we may, without limiting our other rights and remedies, accelerate all unpaid fee obligations under all orders so that all amounts payable by you become immediately due and payable. In addition, 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 are firm and not subject to cancellation, return, refund or offset by you.

9. Audit

You will keep accurate and complete records relating to your activities under this Agreement necessary to demonstrate your compliance with this Agreement ("Records"). Within ten (10) days following our written request, you will (1) certify to us in a writing signed by an officer of your company that you are in compliance with this Agreement and (2) provide us with any and all Records we specify in such request. In addition, within ten (10) days following our written request, we may, at our sole discretion, audit your Records (i) at your applicable facility during normal business hours and subject to your reasonable facility security requirements and/or (ii) by remote or electronic means . The cost of this audit will be paid by us unless the audit finds a lack of compliance by you of five percent or more over your licensed capacity, in which case you will reimburse us for the costs of the audit within twenty (20) days of receiving an invoice from us. If our review and audit of your Records reveals that you have exceeded the scope of your license to the Products, our remedies will be as set forth in this Agreement, including the "Term and Termination" and "Limited Warranties and Remedies" sections of this Agreement.

10. Data Protection

You will not transfer to us or provide us any access to any Protected Data in connection with this Agreement, including 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 or uploaded or transferred to the MCE Service.

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. As between you and us, for purposes of this Agreement and Applicable Data Protection Law, you are the "data controller" and we are acting on your behalf as a

"data processor" with respect to Protected Data that you or your Representatives upload or transfer to the MCE Service. If you upload or transfer Protected Data to the MCE Service, you will enable encryption of report caches and intelligent cubes which are saved to disk.

11. 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 our 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 (other than with respect to trade secrets, which shall be held in confidence following such period in accordance with this section), 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 or as otherwise set forth in this Agreement, 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.

12. Notices

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.

13. Assignment

This Agreement or any order or Product license governed by 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. Any unauthorized assignment or transfer of this Agreement, an order or a Product license by you to a third-party will constitute a material breach of this Agreement.

14. Governing Law, Jurisdiction and Disputes

This Agreement and the parties' relationship under it will be interpreted under and governed by the laws of the applicable jurisdiction set forth in the Territory-Specific Terms ("Governing 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 or the parties' relationship under it will be subject to the exclusive jurisdiction of the applicable courts identified in the Territory-Specific Terms. 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 reasonable attorney fees.

15. Third-Party Solution Connectors

When you access any Third-Party Solution (including third-party data sources) with connectors included as part of the Products or the MCE Service, 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 or MCE Service; and (c) we are not responsible for interruptions of service caused by the Third-Party Solution provider; and (d) if we have a business relationship with the Third-Party Solution provider, that relationship is subject to termination and cancellation; (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 or the MCE Service and (f) you are solely responsible for licensing the use of third-party data sources accessed by our Products.

16. Non-Solicitation

Except for hiring an employee (or independent contractor or agent) of the other party to fill a job opening that was publicly announced and to which the applicable employee (or independent contractor or agent) responded, during the term of this Agreement and for one (1) year following termination or expiration of this Agreement, neither party will hire or directly or indirectly solicit any employee (or independent contractor or agent) of the other party who has provided services or performed obligations under this Agreement in the previous twelve (12) months.

17. Other Provisions

The latest version of the Agreement incorporated into an order governs all of your prior orders. 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. In the event of a conflict between or among the terms of this Agreement or an order, the following order of precedence will apply: first, the applicable order (but only with respect to the order); second, the applicable product- or service-specific section of this Agreement; third, the General Terms; and fourth, any other document incorporated into the Agreement. This Agreement supersedes the terms of a "click wrap" license included in the Products. If you enter into an order for Products or Services with an authorized MicroStrategy reseller ("Reseller"), (i) such document will constitute an order under this Agreement and (ii) your payment obligations under such order will be to the Reseller, *provided* that any transactions between you and the Reseller for other products and services (such as professional services provided by the Reseller or another Third-Party Solution Provider sold by the Reseller) will not be a part of this Agreement. For clarity, your use of our Products and Services will be governed exclusively by the terms of this Agreement, notwithstanding any additional or conflicting terms in your order with the Reseller. Non-payment of fees owed to a Reseller under such order will constitute a material breach of this Agreement. Each party has the right to issue a mutually-agreed press release that includes a quotation from one of the

other party's senior executives. Each party grants the other the right to use its name and logo in public communications, on websites, in presentations, in marketing collateral and at marketing events. Neither party will be responsible for delay of performance due to causes beyond its control. We may collect usage and diagnostic data related to your use of the Products to help us improve our Products and Services, better our customer service and enhance customer experience ("Diagnostic Information"); Diagnostic Information 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 a Product or the MCE Service. 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. You represent that your decision to license a Product or purchase access to the MCE Service is not based on (a) any oral or

written comments made by us with respect to functionality or features not currently offered in our latest generally available version of our Products or the MCE Service; or (b) any expectation that any additional features or functionality presented as part of a demonstration, beta evaluation or roadmap presentation of a Product or the MCE Service may be included in a future update or release of a Product or the MCE Service; or (c) demonstrations of any software that is not currently generally available. You further acknowledge that the development, release and timing of any additional features or functionality for the MCE Service or Products remain at our sole discretion. If you deploy our Products or Services as part of an extranet application, you agree to display "Powered by MicroStrategy" or certain other similar trademarks designated by us. If you purchase a MicroStrategy World pass via an order, that pass is non-refundable and is only valid for the next MicroStrategy World event occurring following the execution of the order; has no residual value if not redeemed for that MicroStrategy World event; and may not be used to attend any other MicroStrategy event. This Agreement and any orders governed by this Agreement comprise the entire agreement between you and us and supersedes all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral. The parties acknowledge and agree that this Agreement and all other contracts between them signed by electronic signatures shall be validly executed contracts and waive any rights to contest the validity or enforceability of such contract due to electronic signatures by one or both parties.

II.   ENTERPRISE PLATFORM LICENSE TERMS

The terms of this Section II ("Enterprise Platform License Terms") apply exclusively to the licensing and provision of the "Enterprise Platform" version of our Products. Products licensed under these Enterprise Platform License Terms will be designated for use in an "Enterprise Platform for Windows" or "Enterprise Platform for Linux" operating environment on an order.

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 our Products identified in an order on servers and workstations 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 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 and license type(s) and terms specified on an order. We will supply each Product to you by making it available electronically. You may make additional copies of the download files containing the Products for archival purposes.

2.   License Type. Your license to a Product will be under a Named User or CPU license type, as specified on an order. Each Named User license to a Product entitles a Named User to access and use that Product in one production environment and up to two non-production environments. Each CPU license to a Product entitles you to assign the Product to a single CPU in one production environment and up to two non-production environments, for use in support of an unspecified number of Named Users.

3.   License Duration. The duration of your license to a Product will be for a perpetual or limited term, as specified on an order. Subject to the terms of this Agreement and the applicable order, (a) if a "Perpetual" interval is specified for a Product, you will receive a license to that Product in perpetuity; and (b) if a "License Term" is specified on an order, you will receive a license to the Products listed on that order for the period specified on the order, commencing on the date of delivery of those Products.

4.   Deployment Method. You may only install the Products on servers and workstations under your control in your enterprise data

center or under the control of your third-party service provider who hosts the Products on your behalf in a public cloud, and will deploy the Products only in the operating environment specified on the order. If the "Enterprise Platform for Windows" operating environment is specified on the order, you may deploy the Products listed on the order solely in a Microsoft Windows environment, except for any Products which technically require deployment in a different operating environment. If the "Enterprise Platform for Linux" operating environment is specified on the order, you may deploy the Products listed on the order solely in a Linux environment, except for any Products which technically require deployment in a different operating environment.

5.   Renewal of Enterprise Platform Term Licenses. Except as otherwise specified on an order, for all limited term Product licenses that you purchase from us, (a) upon expiration of the license term specified on the order, you have the option to renew such term Product licenses for subsequent license terms of equal duration, each at a renewal term license fee equal to the term license fee for the prior, expiring license term (which will not account for any transaction incentives included on a prior order) increased by the greater of CPI and five percent (5%), and (b) you agree to renew such term Product licenses unless you provide written notice to us at least ninety (90) days before expiration of the then-current license term that you desire not to renew. For each such renewal, we grant you a license to the applicable Products for the duration of the license term effected by the renewal, governed by the same terms and conditions that governed your initial term license purchase.

6.   Additional Limited Warranties and Remedies. We warrant that (a) for a period of six (6) months from the effective date of an order ("Enterprise Platform Warranty Period"), each Product listed on the order and Updates delivered for the Product during the Enterprise Platform Warranty Period will perform in substantial conformance with the technical specifications set forth in the Documentation; and (b) prior to release, we scan each version of the Products using a nationally

recognized virus scanning program and we will remove any virus detected by such virus scanning program prior to releasing such version of the Products. For any breach of the warranty set forth in subsection (a) above, your exclusive remedy and our entire liability will be (1) the correction of the Product errors that caused the breach of the warranty; or (2) replacement of the Product; or (3) if neither of the foregoing can be reasonably effected by us, the refund of the license fees and any unused, prepaid Technical Support Services fees paid for the Product, provided that the Product licenses are terminated.

III. CLOUD PLATFORM LICENSE TERMS

The terms of this Section III ("Cloud Platform License Terms") apply exclusively to the licensing and provision of the "Cloud Platform" version of our Products, an optimized version of the MicroStrategy software platform built specifically for deployment in an Amazon Web Services or Microsoft Azure environment through the MicroStrategy cloud provisioning console. Products licensed under these Cloud Platform License Terms will be designated for use in a "Cloud Platform for AWS" or "Cloud Platform for Azure" operating environment on an order.

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 our Products identified in an order on servers and workstations 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 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 and license type(s) and terms specified on an order. We will supply each Product to you by making it available electronically. You may make additional copies of the download files containing the Products for archival purposes.

2.   License Type. Your license to a Product will be under a Named User or CPU license type, as specified on an order. Each Named User license to a Product entitles a Named User to access and use that Product in one production environment and up to two non-production environments. Each CPU license to a Product entitles you to assign the Product to a single CPU in one production environment and up to two non-production environments, for use in support of an unspecified number of Named Users.

3.   License Duration. The duration of your license to a Product will be for a perpetual or limited term, as specified on an order. Subject to the terms of this Agreement and the applicable order, (a) if a "Perpetual" interval is specified for a Product, you will receive a license to that Product in perpetuity; and (b) if a "License Term" is specified on an order, you will receive a license to the Products listed on that order for the period specified on the order, commencing on the date of delivery of those Products.

4.   Deployment Method. You may only install the Products on servers and workstations under the control of your third-party service provider who hosts the Products on your behalf in a public cloud, and will deploy the Products only in the operating environment specified on the order. If the "Cloud Platform for AWS" operating environment is specified on the order, you may deploy the Products listed on the order solely in an Amazon Web Services environment, except for any Products which technically require deployment in a different operating environment. If the "Cloud Platform for Azure" operating environment is specified on the order, you may deploy the Products listed on the order solely in a Microsoft Azure environment, except for any Products which technically require deployment in a different operating environment.

5.   Renewal of Cloud Platform Term Licenses. Except as otherwise specified on an order, for all limited term Product licenses that you purchase from us, (a) upon expiration of the license term specified on the order, you have the option to renew such term Product licenses for subsequent license terms of equal duration, each at a renewal term license fee equal to the term license fee for the prior, expiring license term (which will not account for any transaction incentives included on a prior order) increased by the greater of CPI and five percent (5%), and (b) you agree to renew such term Product licenses unless you provide written notice to us at least ninety (90) days before expiration of the then-current license term that you desire not to renew. For each such renewal, we grant you a license to the applicable Products for the duration of the license term effected by the renewal, governed by the same terms and conditions that governed your initial term license purchase.

6.   Additional Limited Warranties and Remedies. We warrant that (a) for a period of six (6) months from the effective date of an order ("Cloud Platform Warranty Period"), each Product listed on the order and Updates delivered for the Product during the Cloud Platform Warranty Period will perform in substantial conformance with the technical specifications set forth in the Documentation; and (b) prior to release, we scan each version of the Products using a nationally recognized virus scanning program and we will remove any virus detected by such virus scanning program prior to releasing such version of the Products. For any breach of the warranty set forth in subsection (a) above, your exclusive remedy and our entire liability will be (1) the correction of the Product errors that caused the breach of the warranty; or (2) replacement of the Product; or (3) if neither of the foregoing can be reasonably effected by us, the refund of the license fees and any unused, prepaid Technical Support Services fees paid for the Product, provided that the Product licenses are terminated.

IV. MICROSTRATEGY CLOUD ENVIRONMENT SERVICE TERMS

The terms of this Section IV ("MicroStrategy Cloud Environment Service Terms") apply exclusively to the provision of the MCE Service. To the extent there is any conflict between these MicroStrategy Cloud Environment Service Terms and the Cloud Platform License Terms, these MicroStrategy Cloud Environment Service Terms will prevail.

1.   Access Grant. During the term of your access to the MCE Service as set forth on an order ("MCE Service Term"), we grant you and your affiliates a non-exclusive, non-transferable right, subject to the terms and conditions of this Agreement and in accordance with applicable law, to grant Named Users located anywhere in the world access to our MCE Service (including the Documentation and reports, dashboards, dossiers and other output generated by the MCE Service) solely in support of your internal business operations, in a manner consistent with the Documentation and license type(s) and terms specified on an order. We will provide you access to your MCE Service environment by sending you an IP address or URL. During the MCE Service Term, you may only access and use the "Cloud Platform" version of our Products as part

of the MCE Service provided by us pursuant to these MicroStrategy Cloud Environment Service Terms.

2. License Type. Your use of our Products as part of the MCE Service will be under a Named User or CPU license type, as specified on an order. Each Named User license to a Product as part of the MCE Service entitles a Named User to access and use that Product in one production environment and up to two non-production environments. Each CPU license to a Product as part of the MCE Service entitles you to assign the Product to a single CPU in one production environment and up to two non-production environments, for use in support of an unspecified number of Named Users.

3. MCE Service Duration. Subject to the terms of this Agreement and the applicable order, each MCE Service Term will be for the period specified on the order, commencing on the effective date of the order. During the MCE Service Term, the MCE Service is non-cancelable and non-refundable.

4. Deployment Method. We will manage and operate the MCE Service on your behalf in an Amazon Web Services or Microsoft Azure public cloud. If the "Cloud Platform for AWS" operating environment is specified on the order, we will provide the MCE Service solely in an Amazon Web Services environment that we procure on your behalf. If the "Cloud Platform for Azure" operating environment is specified on the order, we will provide the MCE Service solely in a Microsoft Azure environment that we procure on your behalf.

5. Support. During the MCE Service Term, we will provide Standard Technical Support Services and Cloud Support to you. Standard Technical Support Services will be provided according to our then-current technical support policy and procedure listed at microstrategy.com. Under "Cloud Support," our Cloud Support engineers will provide ongoing support to help you maximize the performance and agility – and minimize the cost – of your MicroStrategy Cloud Platform deployment, as further described in the MCE Service Guide.

6. Additional PaaS Components. Each order will contain a list of the Products and Additional PaaS Components included with the MCE Service. Except as otherwise set forth on an order, all Additional PaaS Components are payable by you in advance and we will invoice you following the execution of an order. The following components comprise the Additional PaaS Components:

(a) Cloud Architecture: Base Offering. Our "Cloud Architecture" offering consists of the following cloud infrastructure service offerings: (i) **one (1) production node** with up to 512 GB RAM; (ii) **one (1) non-production development node** with up to 64 GB RAM; and (iii) **one (1) non-production utility node** with up to 32 GB RAM. We will procure these offerings on your behalf from Amazon Web Services (if you purchase the "Cloud Architecture-AWS" offering) or Microsoft Azure (if you purchase the "Cloud Architecture-Azure" offering) to host the MicroStrategy Cloud Platform in a MicroStrategy Cloud Environment, as further described in the MCE Service Guide. These infrastructure service offerings will be operated out of a data center location or region that you and we mutually determine. You may request in writing that we procure additional cloud infrastructure service offerings during the MCE Service Term and we will procure those on your behalf through the execution of a new order. We will also invoice you periodically for any additional fees that we incur from Amazon Web Services or Microsoft Azure, as applicable, arising from your use of the MCE Service plus five percent (5%). As part of the "Cloud Architecture" offering, we will also provide you cloud environment support for the nodes described in this section, which includes support of your MicroStrategy Cloud Platform (in both production and

non-production environments) managed by MicroStrategy experts in the MicroStrategy Cloud Environment. Such support also includes MicroStrategy and Amazon Web Services or Microsoft Azure experts, as applicable, and the provision of 24x7 monitoring, daily backups, updates and quarterly system reviews, as further described in the MCE Service Guide.

(b) Cloud Architecture: Additional Nodes. You may also purchase additional Cloud Architecture nodes for your MicroStrategy Cloud Environment. Each additional production node and each additional non-production node will include up to 512 GB RAM, as further described in the MCE Service Guide.

7. Renewal of MCE Service. Except as otherwise specified on an order, (a) upon expiration of the MCE Service Term specified on the order, you have the option to renew your right to access the MCE Service (for Products and Additional PaaS Components of the same types and quantities) for subsequent MCE Service Terms of equal duration, each at a renewal MCE Service fee equal to (i) the MCE Service fees attributable to the Products for the prior, expiring MCE Service Term (which will not account for any transaction incentives included on a prior order), increased by the greater of CPI and five percent (5%), plus (ii) the MCE Service fees attributable to the Cloud Architecture offerings on your initial order; and (b) you agree to renew your right to access the MCE Service unless you provide written notice to us at least ninety (90) days before expiration of the then-current MCE Service Term that you desire not to renew. For each such renewal, we grant you a right to access the MCE Service for the duration of the MCE Service Term effected by the renewal, governed by the same terms and conditions that governed your initial MCE Service purchase.

8. Perpetual Cloud Platform Licenses. In the event the MCE Service incorporates the "Cloud Platform" version of our Products licensed by you on a perpetual license basis, then (i) following the expiration of the MCE Service Term, you will maintain a license to the Products, governed by the Cloud Platform License Terms; and (ii) notwithstanding anything to the contrary in this Agreement, you will pay annual standard Technical Support Services fees during the MCE Service Term according to the "Technical Support" section of this Agreement.

9. Suspension of Access and Removal of Customer Content. We reserve the right to suspend your access to the MCE Service if you or any of your Named Users breach a material provision of this Agreement, and to remove any improper Customer Content that is uploaded or transferred to the MCE Service in violation of this Agreement.

10. MCE Service Obligations and Restrictions. You will promptly notify us of any unauthorized use of any password or account or any other known or suspected breach of security of the MCE Service. If you become aware of any violation of your obligations by a Named User, you will immediately terminate such Named User's access to the MCE Service and Customer Content. We and our affiliates are not responsible for unauthorized access to your Named User accounts, except to the extent caused by our breach of this Agreement. Except for our responsibilities as expressly set forth in an order, you are responsible for the development, content, operation, maintenance, and use of Customer Content and compliance with the MCE Service Guide and all MCE Service policies that we make available to you from time to time. If one of our Third-Party Solution infrastructure providers materially diminishes any Third-Party Solution included with the MCE Service or terminates its agreement with us, we will replace that Third-Party Solution with a materially equivalent solution.

11. Additional Limited Warranties and Remedies. We warrant that (a) the MCE Service will perform in substantial conformance with the technical specifications set forth in the Documentation during an MCE

Service Term; and (b) the functionality of the MCE Service will not decrease during an MCE Service Term; and (c) our employees and contractors will perform any Services listed on an order in a manner conforming to generally accepted industry standards and practices. For any breach of the warranties set forth in subsections (a) or (b) above, your exclusive remedy, and our entire liability, will be (1) the correction of the MCE Service errors that caused the breach of the warranty; or (2) if such correction cannot be reasonably effected by us, the termination of all orders governed by these MicroStrategy Cloud Environment Terms and the refund of any unused, prepaid fees paid for the Additional PaaS Components. For any breach of the warranty set forth in subsection (c) above, your exclusive remedy and our entire liability will be re-performance of the Services at no cost to you.

12. Return of Customer Content Following Termination. Upon termination of all orders governed by these MicroStrategy Cloud Environment Terms, we will make all Customer Content available for your download in the format in which it was stored as part of the MCE Service for thirty (30) days after termination, after which time it will be deleted.

13. Operational Notices. Notwithstanding anything to the contrary in the Agreement, we may give notices regarding the MCE Service to you by means of a general notice posted on the log-in page of the MCE Service. Such notices will be deemed to have been given the first time you (or any of your Named Users) log in to the MCE Service after the notice has been posted. Notices under an MCE Service policy will be given in accordance with the terms of the policy.

V. SERVICES TERMS

The terms of this Section V ("Services Terms") apply exclusively to the provision of our Technical Support, Education, and Consulting Services offerings.

1. Pricing Models. Each type of Service purchased under these Services Terms will be provided under one of the following pricing models.

    (a) Annual Subscription. Services sold under an "Annual Subscription" pricing model will be designated on an order by an "Annual" interval at a fixed annual fee. We will provide these Services to you for a period of twelve (12) months beginning on the effective date of the order, except as otherwise set forth below. Annual Subscription Services are payable by you in advance following the execution of an order and are renewable thereafter as described further below.

    (b) Hourly. Services sold under an "Hourly" pricing model will be designated on an order by a "Project" interval at an hourly rate for an estimated number of hours. We will deliver these Services at your request on a time and materials basis during the twelve (12) month period beginning on the effective date of the order; the number of hours that we actually deliver may vary from the estimated number of hours listed on the order. For clarity, these types of Services are not provided on a fixed-fee basis and we do not guarantee completion of deliverables within a specific number of hours. If the parties anticipate that the hours to be delivered will exceed the estimated hours set forth on the order, we will request your approval to exceed the estimate and will not deliver those excess hours until we receive your approval; such approval may be provided by email or in an executed change order. We will invoice you periodically for hours delivered and expenses we incur while providing the Services.

    (c) Prepaid Hourly. Services sold under a "Prepaid Hourly" pricing model will be designated on an order by an "Annual" interval at an hourly rate for a set number of hours. Prepaid Hourly Services are payable by you in advance and we will invoice you for the total number of stated hours following the execution of an order. We will deliver these Services at your request on a time and materials basis up to the number of hours stated on the order; hours not requested during the twelve (12) month period beginning on the effective date of the order will expire. We will invoice you for Services delivered in excess of the stated hours at the Prepaid Hourly rates listed on the order; we will also invoice you periodically for expenses we incur while providing the Services.

2. Technical Support.

    (a) Levels of Technical Support Offerings. We offer four (4) levels of Technical Support Services – Standard Support, Extended Support, Premier Support and Elite Support – each of which is provided by us in accordance with and described in the Technical Support Policy. We will provide you the level of Technical Support Services specified on an order. Each of these support offerings is provided on an Annual Subscription basis.

    (b) Support Liaisons. You may designate a set number of Support Liaisons (as defined in our Technical Support Policy) for each or your DSIs based on the level of Technical Support Services you purchase. You may also purchase additional Support Liaisons on an Annual Subscription basis.

    (c) Enterprise Support. As part of your Technical Support Services subscription, you may be eligible to receive certain "Enterprise Support" services as specifically described in the Technical Support Policy. You may also purchase Enterprise Support via an order on a Prepaid Hourly basis.

    (d) Additional Technical Support Terms. Each order for perpetual Product licenses will state the fee for Standard Technical Support Services for a period of twelve (12) months commencing on the date of delivery of those Products; this fee will be priced as a percentage of the license fees on the order. Except as otherwise specified on an order, (a) upon expiration of the initial annual subscription term, you have the option to renew Standard Technical Support Services on those Product licenses 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 Standard Technical Support Services unless you provide written notice to us at least ninety (90) days before expiration of the then current subscription term that you desire to have your Technical Support Services lapse on all of your Product licenses. Standard Technical Support Services for term licenses is included as part of the term license fee. For each Product license, we will deliver to you, at your request, an Update at no charge as part of a Technical Support Services subscription. Updates will not include new products that we market separately. We warrant that we will not materially decrease the level of Technical Support Services provided during an active subscription to such Technical Support Services.

3. **Education.** We offer education and training Services on either an Annual Subscription or Hourly basis, as described below. Education offerings may be purchased via an order or an online purchase. In the case of education offerings purchased online, references to an order will be deemed to refer to the online purchase, and references to the "effective date of an order" will be deemed to mean the date of online purchase. Further, and notwithstanding anything to the contrary in this Agreement, if you purchase certain education offerings online via a credit card and choose a monthly billing option, we will charge the credit card provided to us on a monthly basis during the term of your subscription.

(a) Types of Education Offerings.

(i) Education Passes. Education Passes are sold on an Annual Subscription basis and provide our customers and partners with flexible access to our training materials, courses and other education offerings as described further below. Each Education Pass provides a single individual ("Education Pass User") global access to instructor-led public training classes (virtual or in-person) and self-paced training courses, and includes all applicable certification exam fees. There are two types of Education Passes: an "Architect Education Pass," that provides the Education Pass User with unlimited access to all live or on-demand courses and annual certifications specific to Architects and the establishment of an Intelligence Center, and access to our "Expert.Now" offering, as further described below; and an "Analyst Education Pass," that provides the Education Pass User with access to all live or on-demand courses and annual certifications specific to Analysts. Except as otherwise set forth on an order, each Education Pass subscription will automatically renew for successive twelve (12) month terms at the then-current list price unless you provide written notice to us (via email to education@microstrategy.com) at least thirty (30) days before expiration of the then-current subscription term that you do not wish to renew such subscription. No more than once during an Education Pass subscription term, you may reassign an Education Pass subscription to a new Education Pass User for the remainder of the subscription term if the current Education Pass User has not used the Education Pass to attend any public instructor-led courses or access any self-paced training courses or if the current Education Pass User has terminated employment with you.

(1) Trial Architect Education Passes. Each of your employees with a corporate email address may register for and receive an Architect Education Pass for a trial period of 30 days, commencing on the date of registration ("Trial Period"). During the Trial Period, such individual will have access to all of the benefits of an Architect Education Pass (including access to Expert.Now), except that, during the Trial Period, such individual will not be able to obtain any certification for Architects and will not have access to certification exams. Following the expiration of the Trial Period, such individual's rights to access the benefits of an Architect Education Pass will terminate, and may only be extended through your purchase of an Architect Education Pass.

(ii) Education Services. Education Services are sold on an Hourly basis. Under an "Education Services" engagement, we will assist you with customizing and adapting our courseware and training classes to your application standards, data sets, customizations and use cases. You will reimburse us for all reasonable expenses we incur when delivering these Education Services. We grant you a license to use the work product we develop as part of an Education Services engagement in support of your internal business operations.

(b) Additional Education Terms.

(i) Instructor-Led Private Classes. For each in-person instructor-led private training class delivered at a non-MicroStrategy location, (a) if the instructor is required to travel to deliver the class, you will reimburse us for the instructor's reasonable travel expenses and (b) if we are required to rent a facility to deliver the class, you will reimburse us for all reasonable facility rental fees we incur.

(ii) Courseware for Instructor-Led Training Classes. For each instructor-led training class (whether public or private, virtual or in-person) we deliver to you, we will make electronic versions of the course content files for the class ("Courseware") available to you, and you may reproduce and distribute one paper copy of the Courseware to each of your employees (or other individual designated by you) who attends the class. Your use of the Courseware is limited to use only by those individuals who attend the class, solely for their own training purposes.

(iii) Intellectual Property and Subcontractors. All education course materials (including Courseware) are copyrighted by us and are our Confidential Information. Education and training Services are provided and delivered either directly by us or through our subcontractors. Notwithstanding anything to the contrary in any written agreement between you and us, if any, you consent to our use of subcontractors to provide education and training Services.

(iv) Expert.Now. Each Education Pass User who holds an Architect Education Pass ("Architect Pass User") will receive access to "Expert.Now," a MicroStrategy education offering that enables the user to request access to and join video chat rooms with MicroStrategy analysts and architects ("Experts") during normal business hours to request tailored guidance and instruction on the features and functionality of MicroStrategy products. We will provide access to Expert.Now through the MicroStrategy Community site and any other interface that we make available to you. The Expert.Now offering is subject to the availability of an Expert with expertise in the subject area for which guidance is requested; if an Expert is not available immediately upon request, the Architect Pass User may schedule a video chat session with an Expert during the next window of availability at his/her convenience. For clarity, Expert.Now is an education offering and is not part of Technical Support Services. In connection with your use of the Expert.Now offering, you will not transfer to us or provide us any access to (1) Protected Data (except for Protected Data related to your contact persons); or (2) material in violation of third-party privacy rights; or (3) libelous, or otherwise unlawful or tortious material; or (4) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; or (5) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.

4. **Consulting.** We offer consulting Services on an Hourly basis, either as a packaged consulting Service offering or as an individual consultant resource Service offering, each as more particularly described below.

(a) Types of Consulting Services.

(i) Packaged Consulting Services. For packaged consulting Service offerings, we will perform the applicable tasks

described below at your request on an Hourly basis at a single blended rate, regardless of the consultant(s) we engage to provide the Services. For these offerings, we will determine the level of consultant(s) who will provide the Services at our sole discretion, and the location where the Services will be performed (either onsite or remotely from our offshore Global Delivery Center).

(1) Platform Services. Under a "Platform Services" engagement, we will assist you with architecting, configuring, and deploying your Product architecture; tasks may include designing a best practice-based architecture that includes separate environments for development and user testing to enable end users to experience great application performance across applications during peak hours while minimizing system cost; developing a sizing strategy to maximize platform efficiency; configuring administration services and security settings including provisioning users, scheduling, subscriptions, system monitoring, OS patches, and back-ups; and designing an upgrade strategy to enable you to start using the latest innovations from MicroStrategy faster.

(2) Application Services. Under an "Application Services" engagement, we will assist you with defining, developing and deploying end-to-end enterprise or departmental applications; tasks may include determining the optimal technology approach and caching strategy to deliver effective, high-performance applications; leveraging a best practice approach for building new applications which includes conducting user workshops, building wireframes, iterating, testing, documenting and mentoring to increase adoption; and enhancing, optimizing or redesigning existing applications for improved user experience, faster performance or extended functionality.

(3) Analytics Services. Under an "Analytics Services" engagement, we will assist you with designing and configuring a scalable and reusable federated enterprise data layer that supports a single version of the truth; tasks may include configuring and optimizing connections to databases, big data sources, NoSQL sources, and enterprise applications to access enterprise data for use in analytics and mobility applications; designing an optimized in-memory strategy and publishing high performance data sets to Analysts, Data Scientists and Developers, and Architects, so they can build analytics, models and applications faster on trusted data; and conducting regression testing, reviewing the schema, resolving issues, and implementing a process for on-going data integrity management.

(4) Mobility Services. Under a "Mobility Services" engagement, we will assist you with defining, developing and deploying end-to-end enterprise mobile architecture and applications; tasks may include implementing a successful mobile strategy in a heterogeneous device environment that optimizes the experience for iOS and Android users; leveraging a best practice approach for building new mobile apps which includes conducting user workshops, building wireframes, iterating, testing, documenting and mentoring to increase adoption; developing a caching strategy that optimizes the performance and offline experience of apps; determining the optimal deployment strategy and navigating security requirements and industry regulations; and enhancing, optimizing or redesigning existing apps for improved user experience, faster performance or extended functionality such as write-back capabilities or mobile alerting via push notifications.

(ii) Individual Consultant Resources. We also offer consulting Services at certain individual consultant resource levels – Specialist, Master, Expert and Fellow. For these individual consultant resource Service offerings, we will perform the applicable tasks set forth on an order or a statement of work at your request on an Hourly basis at the hourly rates applicable to each resource. Each of these resource levels are available either onsite or remotely from our offshore Global Delivery Center.

(b) Additional Consulting Terms. You will reimburse us for all reasonable expenses we incur when delivering the Services. We grant you a license to use the work product we develop as part of a consulting Services engagement in support of your internal business operations.

5. Additional Limited Warranty Applicable to all Service Offerings. We warrant that our employees and contractors will perform any 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 reperformance of the Services at no cost to you.

SCHEDULE 1 - TERRITORY-SPECIFIC TERMS

The terms of this Schedule 1 ("Territory-Specific Terms") reflect certain legal and operational requirements in each jurisdiction where our Products and Services are delivered. For each order under this Agreement, the terms and conditions stated below corresponding to the applicable Territory supplement and amend this Agreement for that order.

1. **United States and Canada**. If the Territory is the United States or Canada, the MicroStrategy contracting entity on the order is **MicroStrategy Services Corporation**, a Delaware corporation with offices at 1850 Towers Crescent Plaza, Tysons Corner, Virginia, United States 22182, and the following terms apply:

    (a) the Governing Law will be the laws of the Commonwealth of Virginia, United States, and controlling United States federal law; and

    (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of United States state and federal courts with jurisdiction over Fairfax County, Virginia, United States.

    (c) Any Products acquired with United States Federal Government funds or intended for use within or for any United States federal agency are provided in accordance with FAR 12.212, Computer Software (October 1995), 52.227-19, Commercial Computer Software Restricted Rights (June 1987), and DFARS part 227.7202, Commercial Computer Software and Commercial Computer Software Documentation (October 1998).

    (d) 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.; and

    (e) References to "CPI" will be deemed to mean 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.

2. **Argentina**. If the Territory is the Republic of Argentina, the MicroStrategy contracting entity on the order is **MicroStrategy Brasil Ltda. Sucursal Argentina**, with offices at Avenida Corrientes 800, 35th Floor, offices 102 & 103, C1008 CABA, Argentina, and the following terms apply:

    (a) the Governing Law will be the laws of the Republic of Argentina; and

    (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Buenos Aires, Argentina; and

    (c) the second sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "In no event will we or any of our affiliates and licensors be liable to you or any of your affiliates for any indirect, special, incidental, consequential, or exemplary damages, including without limitation for loss of business, loss of income, revenue, earnings, net worth or profit, loss of opportunity or damage to reputation;" and

    (d) the "Orders and Payment" section of the General Terms is deleted and replaced with the following: "You will be invoiced upon execution of and according to the terms of an order. All fees due to us will be payable in full thirty (30) days from the date of receipt of the invoice and will be deemed overdue if they remain unpaid thereafter. 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 the then-current interest rate of Banco De La Nación Argentina for discounted commercial paper transactions (tasa activa para operaciones de descuento de documentos), accruing monthly from the due date until such amount is paid. All fees are due to us in the currency listed on an order; notwithstanding the foregoing, if an order includes fees listed in the currency of legal tender in the United States of America ("Dollars"), such fees must be paid in Dollars or their equivalent in Argentinian Pesos, at the sell rate of the Dollar published by Banco De La Nación Argentina on the day prior to the date of effective payment. Fees listed on an order do not include V.A.T. If a stamp tax applies to an order, fifty percent (50%) of such tax will be borne by us and the remaining fifty percent (50%) will be borne by you. We will pay the full amount of the applicable tax to the corresponding agencies and will subsequently invoice you for the portion of the tax you are responsible for. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you"; and

    (e) the second sentence of the "Notices" section of the General Terms is deleted and replaced with the following: "You will provide notices to: MicroStrategy Brasil Ltda. Sucursal Argentina, Attention: Legal Representative, Avenida Córdoba 1439, 11th Floor, C1055 AAE Buenos Aires, Argentina; email: crequest@microstrategy.com;" and

    (f) the "Additional Limited Warranties and Remedies" sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from "six (6) months" to "twelve (12) months;" and

    (g) Section 5 of the "Enterprise Platform License Terms," Section 5 of the "Cloud Platform License Terms," and Section 6 of the "MicroStrategy Cloud Environment Service Terms" are inapplicable; and

    (h) the definition of CPI in the Agreement is inapplicable and subsection (a) of the "Additional Technical Support Terms" section of the Services Terms is deleted and replaced with the following: "(a) upon expiration of the initial annual subscription term, you have the option to renew Standard Technical Support Services on those Product licenses for subsequent annual subscription terms, each at an annual fee equal to the prior annual subscription term fee and …"

3. **Australia and New Zealand**. If the Territory is Australia or New Zealand, the MicroStrategy contracting entity on the order is **MicroStrategy Pty. Ltd.**, ABN 59 094 495 020 with offices at Level 4, 68 York Street, Sydney, NSW 2000 Australia, and the following terms apply:

(a) the Governing Law will be the laws of New South Wales, Australia; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of New South Wales, Australia; and

(c) references to "CPI" in the Agreement will be deemed to refer to "Australia CPI."

4. **Belgium, The Netherlands and Luxembourg (Benelux)**. If the Territory is Belgium, the Netherlands or Luxembourg, the MicroStrategy contracting entity on the order is **MicroStrategy Benelux BV, MicroStrategy Belgium BVBA**, and the following terms apply:

(a) the Governing Law will be the laws of the Netherlands for customers with their registered corporate address in the Netherlands and the laws of Belgium for customers with their registered corporate address in Belgium or Luxembourg; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of Amsterdam, Netherlands for customers with their registered corporate address in the Netherlands and to the exclusive jurisdiction of the courts of Brussels, Belgium for customers with their registered corporate address in Belgium or Luxembourg; and

(c) the first sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "To the maximum extent permitted by law and except for (a) our obligations under the "Indemnification" section of this Agreement, (b) bodily injuries or death caused by us, (c) the damages resulting from a party's gross negligence, fraud or intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000."; and

(d) references to "CPI" in the Agreement will be deemed to refer to "the latest published percentage increase in local Consumer Price Index at the time of the renewal."

5. **Brazil**. If the Territory is Brazil, the MicroStrategy contracting entity on the order is **MicroStrategy Brasil Ltda.**, with offices at Rua Irmã Gabriela 51, office 413, Cidade Monções, São Paulo / São Paulo, CEP: 04.571-130, Brazil, and the following terms apply:

(a) the Governing Law will be the laws of Brazil; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the Central Court of the City of São Paulo, Brazil; and

(c) the second sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "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, exemplary damages, or loss of profit, 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."; and

(d) the "Orders and Payment" section of the General Terms is deleted and replaced with the following: "Except as otherwise set forth on an order, invoices will be issued in Reais (R$), within five (5) calendar days of the effective date of an order. All fees due to us will be payable, in full and in the currency listed on an order, thirty (30) days from the date of the invoice and will be deemed overdue if they remain unpaid thereafter. Any amounts which remain unpaid after the due date will be increased based on the variation of the IGP-M, from the due date until such amount is paid, and will be subject to a late charge equal to one percent (1%) per month, pro-rata-die. In addition to the foregoing monetary adjustment, any amounts that remain unpaid for more than ten (10) days after the due date will be increased by an additional two percent (2%) late charge. Fees on an order include all taxes for billing in São Paulo. If there are changes in the taxes or tax rates, fees will be adjusted accordingly to conform to the rates and taxes applicable on the date of the invoice. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you."; and

(e) the second sentence of the "Notices" section of the General Terms is deleted and replaced with the following: "You will provide notices to: MicroStrategy Brasil Ltda., Attention: Legal Representative, at Rua Irmã Gabriela 51, office 413, Cidade Monções, São Paulo / São Paulo, CEP: 04.571-130, Brazil; email: crequest@microstrategy.com"; and

(f) the "Additional Limited Warranties and Remedies" sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from "six (6) months" to "three (3) months;" and

(g) the definition of CPI in the Agreement is inapplicable and subsection (a) of the "Additional Technical Support Terms" section of the Services Terms is deleted and replaced with the following: "(a) upon expiration of the initial annual subscription term, you have the option to renew standard Technical Support Services on those Product licenses for subsequent annual subscription terms, each at an annual fee equal to the prior annual subscription term fee increased by the "IGP-M", or, in its absence, the official index that best reflects the inflation of the prior period and ..."

6. **China**. If the Territory is China, the MicroStrategy contracting entity on the order is **MicroStrategy Singapore Pte. Ltd**, with offices at 1 Harbourfront Avenue, Keppel Bay Tower, #03-02, Singapore 098632, and the following terms apply:

(a) The Governing Law will be the laws of Singapore; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdictions of the courts of Singapore; and

(c) in the event of a conflict between the English-language version and the Chinese-language version of this Agreement, or between the English-language version and the Chinese-language version of an order, the English-language version will prevail; and

(d) references to "CPI" in the Agreement will be deemed to refer to "China CPI."

7. **France**. If the Territory is France, the MicroStrategy contracting entity on the order is **MicroStrategy France SARL**, with offices at Tour Atlantique, 1, Place de la Pyramide, La Défense 9, 92911 Paris La Défense, France, and the following terms apply:

(a) The Governing Law will be the laws of France; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the Courts of the Paris Court of Appeal; and

(c) the first sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "To the maximum extent permitted by law and except for (a) our obligations under the "Indemnification" section of this Agreement, (b) damages resulting from your breach of our intellectual property rights, (c) damages resulting from fraud, gross negligence or willful misconduct of any party, or (d) bodily injury or death caused by the negligence of a party, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000."; and

(d) the "Additional Limited Warranties and Remedies" sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from "six (6) months" to "nine (9) months;" and

(e) references to "CPI" will be deemed to refer to the "Syntec index" which will be calculated using the following formula: $P = (P0 \times S1)/S0$, in which P is the revised price, P0 is the fixed price of the order, S0 is the last Syntec index published at the time of the signature of the order and S1 is the latest Syntec index published on the date of the revision.

8. Germany, Austria and Switzerland (DACH). If the Territory is Germany, the MicroStrategy contracting entity on the order is **MicroStrategy Deutschland GmbH**, with offices at Gustav-Heinemann-Ufer 56, 50968 Cologne, Germany. If the Territory is Austria, the MicroStrategy contracting entity on the order is **MicroStrategy Austria GmbH**, with offices at Regus Business Center Twin Tower, Wienerbergstrasse 11, 1100 Wien. If the Territory is Switzerland, the MicroStrategy contracting entity on the order is **MicroStrategy Switzerland GmbH**, with offices at c/o Rödl & Partner AG, Flurstraße 55, 8048 Zürich. The following terms will apply for each of Germany, Austria and Switzerland:

(a) If your contractual partner is MicroStrategy Deutschland GmbH, the Governing Law will be the laws of the Federal Republic of Germany; if your contractual partner is MicroStrategy Austria GmbH, the Governing Law will be the laws of Austria; if your contractual partner is MicroStrategy Switzerland GmbH, the Governing Law will be the laws of Switzerland;

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdictions of (i) the ordinary courts of Cologne, Germany, if your contractual partner is MicroStrategy Deutschland GmbH; (ii) the courts of Vienna, if your contractual partner is MicroStrategy Austria GmbH, and (iii) the courts of Zurich, if your contractual partner is MicroStrategy Switzerland GmbH;

(c) the third sentence of the "Term and Termination" section of the General Terms is deleted and replaced as follows: "We may terminate this Agreement, any order or Product license upon prior written notice (a) if you breach a material provision of this Agreement and fail to cure such breach within thirty (30) days following such notice, (b) as provided in the "Indemnification" section of these General Terms or the applicable "Additional Limited Warranties and Remedies"

section of this Agreement or (c) if a direct or indirect competitor of us gains direct or indirect control or dominant influence over you";

(d) the first sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "To the maximum extent permitted by law and except for (a) our obligations under the "Indemnification" section of this Agreement, (b) bodily injuries or death caused by us, (c) the damages resulting from a party's gross negligence, fraud or intentional misconduct, (d) your breach of our intellectual property rights or (e) any damage that falls under the Product Liability Act ("Produkthaftungsgesetz" or "Produktehaftpflichtgesetz," for Switzerland), the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000.";

(e) The "Additional Limited Warranties and Remedies" section of the Enterprise Platform License Terms and the Cloud Platform License Terms is deleted and replaced with the following: "We warrant that for a period of one (1) year from the date of an order ("Warranty Period") each Product listed on the order and Updates delivered for the Products during the Warranty Period will conform to the technical specifications set forth in the Documentation. For any breach of warranty set forth above, we shall remedy the breach by correcting the defect or replacing the defected Product. In case we are unable within a reasonable period of time to remedy the breach, you may request a reduction of the fees paid for the defected Product ("Minderung") or rescind the contract ("Rücktritt"). You may not rescind the contract if the defect is not material. Furthermore, you can claim damages ("Schadensersatz") from us in accordance with the Limitation of Liability section of the General Terms. Defects shall be notified to us in writing, the notice containing details of the error symptoms, to the extent possible evidenced by written documentation. The notice shall enable us to reproduce the error or defect."; and

(f) references to "CPI" in the Agreement will be deemed to refer to the respective German, Austrian or Swiss CPI.

9. Israel. If the Territory is Israel, the MicroStrategy contracting entity on the order is **MicroStrategy Israel Ltd**, registered in Israel, with company number 515761740, whose registered office is at 58 Harakevet St., Tel Aviv 6777016 Attn: Barnea & Co. Law Offices, and the following terms apply:

(a) the Governing Law will be the laws of England and Wales; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and

(c) the second sentence of the "Data Protection" section of the General Terms is deleted and replaced with the following: "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 and Israel) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements."; and

(d) references to "CPI" in the Agreement will be deemed to refer to the Consumer Price Index for the United Kingdom for the previous 12 months.

10. **Italy**. If the Territory is Italy, the MicroStrategy contracting entity on the order is **MicroStrategy Italy S.r.l.**, with offices at Corso Italia 13, 20122, Milan, Italy, with tax identification number 12313340155, and the following terms apply:

(a) The Governing Law will be the laws of Italy; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of Milan; and

(c) the second sentence of the "Notices" section of the General Terms is deleted and replaced with the following: "You will provide notices to: MicroStrategy Italy, S.r.l. Attention: Legal Representative, at Corso Italia 13, 20122, Milan, Italy; email: crequest@microstrategy.com"; and

(d) references to "CPI" in the Agreement will be deemed to refer to "Italy CPI."

11. **Japan**. If the Territory is Japan, the MicroStrategy contracting entity on the order is **MicroStrategy Japan Inc.**, with offices at Shin-Hanzomon Bldg, 2nd Floor, 13-1 Ichiban-cho, Chiyoda-ku, Tokyo 102-0082, Japan and the following terms apply:

(a) The Governing Law will be the law of Japan; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of Japan; and

(c) in the event of a conflict between the English-language version and the Japanese-language version of this Agreement, or between the English-language version and the Japanese-language version of an order, the English-language version will prevail; and

(d) references to "CPI" in the Agreement will be deemed to refer to "Japan CPI."

12. **Korea**. If the Territory is Korea, the MicroStrategy contracting entity on the order is **MicroStrategy Korea Co., Ltd**, with offices at 3F, LG Twintel II Building, 157-3 Samsung-Dong, Kangnam-Gu, Seoul 135-090, Korea and the following terms apply:

(a) the Governing Law will be the laws of Korea; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of Seoul Central District Court in Korea; and

(c) in the event of a conflict between the English-language version and the Korean-language version of this Agreement, or between the English-language version and the Korean-language version of an order, the English-language version will prevail; and

(d) references to "CPI" in the Agreement will be deemed to refer to "Korea CPI."

13. **Mexico (and other Territories)**. If the Territory is Mexico, Colombia, Uruguay, Bolivia, Paraguay, Peru, Ecuador or any country located in Central America, the MicroStrategy contracting entity on the order is **MicroStrategy Mexico S. de R.L. de C.V.**, with offices at Javier Barros Sierra #495, Piso 2 Oficina 154 Col. Desarrollo Santa Fe Álvaro Obregón Ciudad de Mexico, CP 01376, Mexico and the following terms apply:

(a) the Governing Law will be the laws of Mexico;

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Mexico D.F.; and

(c) the second sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "In no event will we or any of our affiliates and licensors be liable to you or any of your affiliates for any indirect, special, incidental, consequential, or exemplary damages, including without limitation for loss of business, loss of income, revenue, earnings, net worth or profit, loss of opportunity or damage to reputation"; and

(d) the "Orders and Payment" section of the General Terms is deleted and replaced with the following: "You will be invoiced upon execution of and according to the terms of an order. All fees due to us will be payable in full thirty (30) days from the date of the invoice and will be deemed overdue if they remain unpaid thereafter. 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 three and one-half percent (3.5%) per month from the due date until such amount is paid. All fees are due to us in the currency listed on an order; notwithstanding the foregoing, if an order includes fees listed in the currency of legal tender in the United States of America ("Dollars"), such fees must be paid in Dollars or their equivalent in Mexican Pesos, at the sell rate of the Dollar published by Diario Oficial de la Federación on the day prior to the date of effective payment. Fees listed on an order do not include V.A.T. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you."; and

(e) the second sentence of the "Notices" section of the General Terms is deleted and replaced with the following: "You will provide notices to: MicroStrategy Mexico S. de R.L. de C.V., Attention: Legal Representative, Javier Barros Sierra 495, 2nd Floor, office 154, Col. Desarrollo Santa Fe, Álvaro Obregón, Ciudad de Mexico, Mexico CP 01376; email: crequest@microstrategy.com"; and

(f) the "Additional Limited Warranties and Remedies" sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from "six (6) months" to "ninety (90) days."; and

(g) the following language is added after the second sentence of the "Education Passes" subsection of the Services Terms, without otherwise modifying the rest of such "Education Passes" subsection: "Notwithstanding anything to the contrary, Education Pass subscriptions do not include access to any form of MicroStrategy training offered by third parties that have been authorized to provide such training under our MicroStrategy Authorized Training Center program."

14. **Poland**. If the Territory is Poland, the MicroStrategy contracting entity on the order is **MicroStrategy Poland sp. z o.o** with offices at Przyokopowa 31, 01-208 Warsaw, Poland and the following terms apply:

(a) the Governing Law will be the laws of Republic of Poland; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of Warsaw; and

(c) The "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "TO THE

MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR A) OUR OBLIGATIONS UNDER THE "INDEMNIFICATION" SECTION OF THIS AGREEMENT, B) BODILY INJURIES OR DEATH CAUSED BY US; C) FOR THE DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT, OR D) YOUR BREACH OF OUR INTELLECTUAL PROPERTY RIGHTS OR EXPORT LAWS, THE CUMULATIVE AGGREGATE LIABILITY OF EITHER PARTY AND ALL OF ITS AFFILIATES TO THE OTHER PARTY AND ALL OF ITS AFFILIATES RELATED TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF A) THE AMOUNT OF THE FEES PAID OR PAYABLE TO US IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU AND B) GBP 300,000. IN NO EVENT WILL A PARTY AND ANY OF ITS AFFILIATES BE LIABLE TO THE OTHER PARTY AND ITS AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF EITHER PARTY AND ANY OF ITS AFFILIATES HAS 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."; and

(d) references to "CPI" in the Agreement will be deemed to refer to "Republic of Poland CPI."

15. **Portugal**. If the Territory is Portugal, the MicroStrategy contracting entity on the order is **MicroStrategy Portugal, Sociedade Unipessoal, Lda**, with offices at Avenida da República, 50, 2nd floor, office 202, 1050-196 Lisboa, Portugal, and the following terms apply:

(a) the Governing Law will be the laws of Portugal; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Lisbon, Portugal; and

(c) the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "Except for our obligations under the "Indemnification" section of this Agreement, damages resulting from your breach of our intellectual property rights, damages resulting from a party's intentional misconduct or gross negligence, and bodily injuries, death or property damages caused by the negligence of a party, the cumulative aggregate liability of each party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (a) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (b) EUR 300,000. In no event will either party or any of its affiliates be liable for any indirect or unforeseeable damages, or for loss of business, loss of income, loss of revenue or earnings, loss of net worth or profit, loss of opportunity or damage to reputation."; and

(d) the fourth, fifth and sixth sentences of the "Orders and Payment" section of the General Terms are deleted and replaced with the following: "If any undisputed invoice governed by this Agreement, remains unpaid for thirty (30) or more days after it is due, we may, without limiting our other rights and remedies, suspend technical support services until such amounts are paid in full. In addition, any amounts which remain unpaid after the due date will be subject to the

applicable legal interest rates, from the due date until such amount is paid."; and

(e) the second sentence of the "Notices" section of the General Terms is deleted and replaced with the following: "You will provide notices to: MicroStrategy Portugal, Sociedade Unipessoal LDA, Attention: Legal Representative, at Regus Lisboa, Avenida da República, 50 1050-196 Lisboa, Portugal; email: crequest@microstrategy.com"; and

(f) the following is added as the last sentence to the "Assignment" section of the General Terms: "Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to third parties under the terms of the Copyright Code."; and

(g) the "Additional Limited Warranties and Remedies" sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from "six (6) months" to "twelve (12) months;" and

(h) subsection (b) of the "Additional Limited Warranties and Remedies" section of the Enterpise Platform License Terms is deleted; and

(i) references to "CPI" in the Agreement will be deemed to refer to "Portugal CPI" (Índice de Preço ao Consumidor).

16. **Singapore (and other ASEAN countries), India and Pakistan**. If the Territory is Singapore or any other ASEAN country, India, or Pakistan, the MicroStrategy contracting entity on the order is **MicroStrategy Singapore Pte. Ltd.**, with offices at 1 Harbourfront Avenue, #03-02 Keppel Bay Tower, Singapore 098632 and the following terms apply:

(a) the Governing Law will be the laws of Singapore; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of Singapore; and

(c) references to "CPI" in the Agreement will be deemed to refer to "Singapore CPI."

17. **South Africa**. If the Territory is South Africa, the MicroStrategy con contracting entity on the order is **MicroStrategy South Africa (Proprietary) Limited**, whose registered office is at 1st Floor, Building 6, Parc Nicol Office Park, 3001 William Nicol Drive, Bryanston, Johannesburg, Gauteng, South Africa, and the following terms apply:

(a) the Governing Law will be the laws of South Africa; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of High Court of South Africa; and

(c) the first sentence of the second paragraph of the "Data Protection" section of the General Terms is deleted and replaced with the following: "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 and South Africa) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements."; and

(d) references to "CPI" in the Agreement will be deemed to refer to the Consumer Price Index for South Africa for the previous 12 months.

18. **Spain**. If the Territory is Spain, the MicroStrategy contracting entity on the order is **MicroStrategy Iberica, S.L.U.**, with offices at Plaza Pablo Ruiz Picasso 1, Torre Picasso, Planta 15, 28020 Madrid, Spain, with tax identification number B-60536646, and the following terms apply:

(a) the Governing Law will be the laws of Spain; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Madrid, Spain; and

(c) the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "Except for our obligations under the "Indemnification" section of this agreement, damages resulting from your breach of our intellectual property rights, damages resulting from a party's intentional misconduct or gross negligence, and bodily injuries, death or property damages caused by the negligence of a party, the cumulative aggregate liability of each party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (a) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (b) EUR 300,000. In no event will either party or any of its affiliates be liable for any indirect or unforeseeable damages, or for loss of business, loss of income, loss of revenue or earnings, loss of net worth or profit, loss of opportunity or damage to reputation."; and

(d) the fourth and fifth sentences of the "Orders and Payment" section of the General Terms are deleted; and

(e) the second sentence of the "Notices" section of the General Terms is deleted and replaced with the following: "You will provide notices to: MicroStrategy Iberica, S.L.U. Attention: Legal Department, at Plaza Pablo Ruiz Picasso, Torre Picasso Planta 15, 28020 Madrid, Spain; email: crequest@microstrategy.com"; and

(f) the "Additional Limited Warranties and Remedies" sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from "six (6) months" to "twelve (12) months;" and

(g) references to "CPI" in the Agreement will be deemed to refer to "Spain CPI" as published by the National Statistics Institute of Spain (*Instituto Nacional de Estadística* de España) for the relevant period.

19. **Sweden and Denmark**. If the Territory is Sweden the MicroStrategy contracting entity on the order is **MicroStrategy Sweden AB** with offices at Mäster Samuelsgatan 60, 111 21 Stockholm, Sweden. If the Territory is Denmark, the MicroStrategy contracting entity on the order is **MicroStrategy Denmark ApS** with offices at 2 Axeltorv, c/o Gorrissen Federspiel, 1609 København V, Denmark. The following terms apply for each of Sweden and Denmark:

(a) if the MicroStrategy contracting entity is MicroStrategy Sweden AB, the Governing Law will be the laws of Sweden; if the MicroStrategy contracting entity is MicroStrategy Denmark ApS, the Governing Law will be the laws of Denmark; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdictions of (i) the Maritime and Commercial Court of Stockholm, if the MicroStrategy contracting entity is MicroStrategy Sweden AB; or (ii) the Maritime and

Commercial Court of Copenhagen, if the MicroStrategy contracting entity is MicroStrategy Denmark ApS;

(c) The following sentence is added at the beginning of the "Term and termination" section of the General Terms: "This Agreement shall be for an indefinite term unless terminated by a party in accordance with the provisions of this Agreement."

(d) references to "CPI" in the Agreement will be deemed to refer to "local CPI."

20. **Taiwan**. If the Territory is Taiwan, the MicroStrategy contracting entity on the order is **MicroStrategy Singapore Pte. Ltd**, with offices at 1 Harbourfront Avenue, Keppel Bay Tower, #03-02, Singapore 098632, and the following terms apply:

(a) The Governing Law will be the Law of Singapore; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdictions of the courts of Singapore; and

(c) references to "CPI" shall refer to "China CPI."

21. **United Arab Emirates (Middle East)**. If the Territory is the United Arab Emirates, the MicroStrategy contracting entity on the order is **MicroStrategy Middle East FZ-LLC**, a Free Zone Limited Liability Company, registered in the Emirate of Dubai, with company number 21051, whose registered office is at Dubai Internet City, Building 11 Floor 4 Office No. 401 - 404, 420, Dubai, United Arab Emirates, and the following terms apply:

(a) the Governing Law will be the laws of England and Wales; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and

(c) the first sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "To the maximum extent permitted by law and except for (a) our obligations under the "Indemnification" section, (b) bodily injuries or death caused by us, (c) the damages resulting from one of the party's gross negligence, fraud or intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) US$ 300,000."; and

(d) the third sentence of the "Data Protection" section of the General Terms is deleted and replaced with the following: "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 and the United Arab Emirates) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements."; and

(e) the following is added as the last sentence to the "Assignment" section of the General Terms: "Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to any person not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999."; and

(f) references to "CPI" in the Agreement will be deemed to refer to the Consumer Price Index for the United Kingdom for the previous 12 months.

22. **United Kingdom (and other Territories)**. If the Territory is a country located in the United Kingdom, Greece, Serbia, Slovakia, Hungary, Ireland, Slovenia, Belarus, Russia, Macedonia, Bulgaria, Estonia, Croatia, Norway, Chile, or in any other country not otherwise provided for in this Schedule 1, the MicroStrategy contracting entity on the order is **MicroStrategy Limited**, an entity under registered number 02980957 with offices at Chiswick Park, Building 4, 3rd Floor, 566 Chiswick High Road, Chiswick, London W4 5YE, United Kingdom, and the following terms apply:

(a) the Governing Law will be the laws of England and Wales; and

(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and

(c) the first sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "To the maximum extent permitted by law and except for (a) our obligations under the "Indemnification" section, (b) bodily injuries or death caused by us, (c) the damages resulting from one of the party's gross negligence, fraud or intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) GBP 300,000."; and

(d) the following is added as the last sentence to the "Assignment" section of the General Terms: "Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to any person not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999."; and

(e) references to "CPI" in the Agreement will be deemed to refer to "UK CPI."; and

(f) Additionally, but only if the Territory is Chile, the following language is added after the second sentence of the "Education Passes" subsection of the Services Terms, without otherwise modifying the rest of such "Education Passes" subsection: "Notwithstanding anything to the contrary, Education Pass subscriptions do not include access to any form of MicroStrategy training offered by third parties that have been authorized to provide such training under our MicroStrategy Authorized Training Center program."