

MICROSTRATEGY OEM AGREEMENT

We are pleased to invite you to participate in the MicroStrategy OEM Program. The goal of this program is to allow us to partner with select companies that we believe can effectively collaborate with us to promote MicroStrategy and our innovative analytics and mobility offerings in a rapidly growing global marketplace. We look forward to working with you.

Authorized OEM Partner. By entering into this agreement, you will become an authorized MicroStrategy OEM partner with the opportunity to develop, market and sell your OEM Solution described in the attachment that embeds our products that are generally available as of the date this agreement is fully executed. You may use those products at no charge to develop your OEM Solution. We will also provide you standard technical support on those products.

OEM Business Models. Your rights to distribute our products embedded in your OEM Solution are granted pursuant to an application-restricted license, and you may sell your OEM Solution as either an on-premise offering or a hosted service. Please select one of the following OEM business models to describe the fees due and owing to us under this license:

- Royalty Model.** You will pay us a royalty fee of _____ percent (___ %) of the license fees payable to you by your customers for each sale of your OEM Solution, subject to any minimum payment requirements described on the attachment.
- Discount Model.** For each product embedded in and sold as part of your OEM Solution on a Named User license or CPU license basis, you will pay us a license fee reflecting a _____ percent (___ %) discount off of our then-current standard list price.

Technical Support. If you license our products on a perpetual license basis, you will pay us a first-year standard technical support fee of *twenty-two percent (22%)* of the royalty or license fee payable to us.

Order Fulfillment and Reporting. You may either place orders with us for our embedded products or report sales of your OEM Solution to us via a quarterly report; please select one of those options below:

- Orders.** You will place orders with us to sell our products as part of your OEM Solution.
- Reporting.** Within five (5) business days following the end of each calendar quarter, you will provide us a report (using a form that we provide to you) that lists all sales of your OEM Solution in that quarter.

Term and Termination. This agreement is subject to the general terms and conditions viewable at www.microstrategy.com/oem-terms, which are incorporated into this agreement by reference. You may terminate this agreement at any time by providing written notice to us. We may terminate this agreement upon written notice to you (1) if you breach a material provision of this agreement and fail to cure the breach within thirty (30) days following such notice, or as otherwise set forth in the General Terms; or (2) at any time following the two-year period beginning on the date of execution of this agreement.

Marketing. Each party has the right to issue a mutually-agreed press release that includes a quotation from one of the other’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.

ACCEPTED AND AGREED TO BY:

**MicroStrategy Services Corporation and
MicroStrategy Limited, on behalf of themselves and
their affiliates (We/Us/Our)**

OEM Partner: _____ (You/Your)

[Signature]

[Signature]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment to MicroStrategy OEM Agreement

Description of OEM Solution:

[Example only – Actual description to be completed]

The OEM Solution will be used by customers to *[describe the purpose of the solution, including the type of data that will be analyzed by the solution]*. MicroStrategy products embedded in the OEM Solution will solely report on and analyze data directly related to the foregoing.

Minimum Payment Requirements: