



## CUSTOM VISUALIZATION LICENSE TERMS AND CONDITIONS

October 2016

These Visualization License Terms and Conditions ("Agreement") are entered into between MicroStrategy Incorporated ("we," "us," "our") and the entity that creates and submits to us one or more dashboards or visualizations using our software products (each, a "Custom Visualization") for inclusion in our dashboard and visualization galleries ("you," "your").

**1. License Grant.** You grant us and our affiliates a non-exclusive, non-transferable, royalty-free, worldwide license, subject to the terms and conditions of this Agreement and in accordance with applicable law, to (a) market, demonstrate and publicly display the Custom Visualizations to our customers and prospective customers, including in our marketing materials, at our events, as part of our webcasts, in corporate presentations and on our website, and use your name and logo in connection with the foregoing; and (b) make the Custom Visualizations available for download by our customers and permit those customers to utilize the Custom Visualizations as part of their MicroStrategy software environment. For clarity, our use of the Custom Visualizations is at our sole discretion, and we are not obligated to exercise the licenses granted above.

**2. Intellectual Property Ownership.** We, our affiliates and our licensors will own all right, title and interest in and to our software products. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, "Trademarks"). Our use of your Trademarks will be subject to the reasonable trademark guidelines you provide to us in writing.

**3. Warranty.** You warrant that (a) the Custom Visualizations are your original work of authorship and that the use of the Custom Visualizations will not infringe the rights of a third party, including privacy or intellectual property rights; and (b) to the extent that you provide data to us as part of the Custom Visualizations, (i) any data you provide to us will be accurate, (ii) you have the right to provide such data to us, and (iii) our use of such data under this Agreement will not infringe a right of a third party, including privacy or intellectual property rights. You will defend us against any claims related to, and indemnify us against any damages or losses that we incur as a result of, your breach of the foregoing warranties.

**4. Term and Termination.** This Agreement may only be terminated according to this section. We may terminate this Agreement at any time by providing written notice to you. You may terminate this Agreement upon written notice to us if we breach a material provision of this Agreement and fail to cure

the breach within thirty (30) days following such notice. Upon termination, the licenses granted under this Agreement will terminate, except that any customer of ours that has downloaded and is utilizing the Custom Visualizations may continue to do so in perpetuity.

**5. Other Provisions.** Each party will treat the other party's confidential information with the same care as it treats its own confidential information and, upon termination of this Agreement, will return to the other party any of its confidential information under its control. This Agreement and the parties' relationship under it will be interpreted under and governed by the laws of the Commonwealth of Virginia and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement, the parties' relationship under it or the Products will be subject to the exclusive jurisdiction of the state and federal courts with jurisdiction over Fairfax County, Virginia. Both parties hereby irrevocably consent to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding. In any dispute, the prevailing party will be entitled to recover its cost of enforcing its claim, including but not limited to reasonable attorney fees. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement or your use of the Products. The failure of either you or us to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the party otherwise entitled to exercise or enforce it. Any provision of this Agreement that would reasonably be expected to survive will survive the termination of this Agreement. This Agreement comprises the entire agreement between you and us and supersedes all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral.