



EVENT SPONSORSHIP TERMS AND CONDITIONS

July 2016

These Sponsorship Terms and Conditions (“Agreement”) apply to an event sponsorship application for one or more MicroStrategy events (each, an “Event”) held at a location managed by a third party facility (each, a “Facility Manager”) that incorporates these terms and conditions entered into between an affiliate of MicroStrategy Incorporated (“we,” “us,” “our”) and the sponsoring entity identified on the event sponsorship application (“you,” “your”).

1. Materials. All materials that you advertise, distribute, display, or present are subject to our review and approval, which we may withhold or withdraw for any reason. Combustible or explosive materials and substances must be flame proofed. You may not store packaging containers, excelsior wrappings, or similar materials in the exhibit area. Your information may not be included in an Event’s printed materials onsite if you do not submit requested deliverables and a signed event sponsorship application by the dates specified in the prospectus and exhibitor manual.

2. Use of Exhibit Space and Damage to Facility. We and Facility Manager may limit the number of your representatives at any time. Your representatives will wear identification we or Facility Manager provide at all times. We may relocate your assigned exhibit space for any reason. You will confine all sponsorship activities to your assigned exhibit space, sponsorship level, and scheduled hours. All exhibits must be installed before, occupied during, and dismantled after the Events in accordance with our schedule and our and Facility Manager’s instructions. Exhibit materials not removed by the time indicated in the exhibitor manual will be removed at your expense. Unless we and Facility Manager provide you prior written consent, you will not: (a) use alcoholic beverages in your exhibit space; (b) operate contests, lotteries, raffles, or games of chance; or (c) distribute literature for products or services of another firm or individual. You may not sublet, assign, or transfer any part of this Agreement or your assigned exhibit space. You are liable for any damage you or your representatives and employees cause to the Event facility.

3. Available Services. We will designate independent contractors to make certain services (e.g., drayage, moving, cartage, furniture, signs, etc.) available to you. Such services will be listed in the exhibitor manual. We will have no liability for the services performed or materials delivered by such designated contractors. You will not use any other independent contractor without our prior written consent.

4. Restrictions. If we or Facility Manager believe your acts or omissions are contrary to best interest of an Event, or if you breach any provision of this Agreement, we may restrict any exhibit, rescind an event sponsorship application, or require you or any of your employees or representatives to cease any activity or leave an Event. You will not be entitled to a refund in the event of such restriction, rescission, cessation, or eviction.

5. Passes. We are the only authorized seller of Event passes (“Passes”). You will not engage in sales activities relating to Passes or use Passes in promotions, lotteries, competitions, or as part of any package without our prior written consent. Passes obtained and individuals

attempting to use Passes in breach of this provision will be refused entry to an Event.

6. Marks. You grant us the right to use your name and logo to market the Events. You will not use our name, logo, or marketing material without our prior written consent.

7. Cancellations. We will refund you 50% of the sponsorship fees for an Event less a \$200 administrative fee if we receive your written cancellation notice at the address on the event sponsorship application more than forty-five (45) days before the start of such Event. We will not issue a refund if we receive your cancellation notice less than forty-five (45) days before the start of such Event. No partial cancellations by you are permitted. We may cancel any Event for any reason at any time upon written notice to you. Unless otherwise stated, upon cancellation by us, we will have no liability to you except to refund the sponsorship fees you paid under this Agreement for the Event we cancel less a pro rata share of our and Facility Manager’s actual expenses incurred in connection with such Event.

8. Unions. You will observe all union contracts in effect with Facility Manager and other organizations. We and Facility Manager have no responsibility or liability to you for interference with the Events caused by disputes involving union personnel.

9. Contact Information and Participation. We may share your and your employees’ and representatives’ contact information that you provide to us with Facility Manager and our contractors for use solely in connection with supporting the Events. We may also record, photograph, reproduce, distribute, and publish, in any form, your and your employees’ and representatives’ participation at the Events, and you will ensure such employees and representatives sign any related applicable releases.

10. Insurance. During the term of this Agreement, you will maintain: (a) Comprehensive General Liability Insurance with limits no less than \$1,000,000 for each occurrence of bodily injury (including death) or property damage and \$2,000,000 aggregate; (b) Automobile Liability Insurance with a minimum \$1,000,000 "combined single limit" coverage (for both bodily injury and property damage); (c) Workers Compensation as required by law; and (d) Employer’s Liability Insurance limits no less than \$1,000,000. All insurance coverages will: (i) be primary and non-contributory; (ii) include a waiver of subrogation; (c) and list us and Facility Manager as additional insureds. Upon request, you will provide us and Facility Manager with a Certificate of Insurance showing that such policies are in effect and will not be cancelled without thirty (30) days’ written notice to us. Compliance with this provision

will not relieve you from liability under any provision of this Agreement.

11. Indemnification. You will indemnify, defend, and hold us, our affiliates, officers, directors, employees, agents, and representatives harmless from and against all losses, liabilities, claims, judgments, damages, demands, suits, causes of action, costs or expenses (including reasonable attorneys' fees or amounts owed to Facility Manager or third parties in connection with an Event) arising out of or related to: (a) your acts or omissions related to the Events; or (b) your breach of the warranties under this Agreement.

12. Warranties. You represent and warrant that you will: (a) not advertise, distribute, perform, display, demonstrate, or present materials that infringe any third party rights or that are false, misleading, deceptive, obscene, or defamatory; (b) comply with all applicable foreign, federal, state, local, and municipal laws, rules, regulations, ordinances, codes, statutes, and requirements, including, but not limited to, the Americans with Disabilities Act and all applicable fire and safety requirements; (c) comply with the exhibitor manual; (d) comply with all conditions, rules, and regulations under which Facility Manager provides facilities to us; (e) not encourage absence of attendees from the Events during Event hours; and (f) obtain all rights, permissions, and consents necessary to share your and your employees' and representatives' contact information with us.

13. Limitation of Liability. WE, FACILITY MANAGER, AND EVENT CONTRACTORS WILL NOT BE LIABLE TO YOU FOR PERSONAL INJURY OR DEATH OR LOSS, DAMAGE, THEFT OR DESTRUCTION OF PROPERTY. IN NO EVENT WILL YOU, WE, FACILITY MANAGER, OR EVENT CONTRACTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY 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. THE CUMULATIVE AGGREGATE LIABILITY OF US, FACILITY MANAGER, OR EVENT CONTRACTORS FOR EACH EVENT SPONSORSHIP APPLICATION RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY YOU TO US FOR THE EVENT SPONSORSHIP APPLICATION THAT IS THE SUBJECT OF THE DISPUTE.

14. Fees and Payment. Sponsorship fees stated on the applicable event sponsorship application are net of taxes, which will be your responsibility, except for taxes on our income. Unless we otherwise agree, sponsorship fees will be payable in full in the currency listed on an event sponsorship application, by the earlier of thirty (30) days from the invoice date or before the start of your first selected Event. Except as otherwise noted, an event sponsorship application is firm and not subject to cancellation, return, refund or offset by you.

15. Other Provisions. 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. You are responsible for all acts or omissions of your employees, agents, representatives, and subcontractors. Each party will treat the other party's confidential information with the same care as it treats its own confidential information. Neither party will be responsible for delay of performance due to causes beyond its control. Notices will be in writing and deemed given when personally delivered or sent by electronic mail or a commercial overnight courier. You will provide notices to us at the address on the event sponsorship application, Attn: General Counsel, email: crequest@microstrategy.com. No joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement. This Agreement will be governed by the laws of the Commonwealth of Virginia 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 will be subject to the exclusive jurisdiction of the state and federal courts with jurisdiction over Fairfax County, Virginia. Both parties irrevocably consent to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding. As between this Agreement and an event sponsorship application, the latter prevails but only with respect to that event sponsorship application. The terms of this Agreement and any applicable event sponsorship application will supersede the terms in any purchase order (including any terms of trade) or other ordering document that you generate and provide to us. If any provision of this Agreement is held to be unenforceable, then such provision will be construed, as nearly as possible, to reflect the parties' intentions with all other provisions remaining in full force and effect. The failure of either party to enforce any right in this Agreement will not constitute a waiver of such right unless agreed to in writing by the waiving party. Any provision of this Agreement that would reasonably be expected to survive will survive the termination of this Agreement. There are no intended third party beneficiaries of this Agreement. This Agreement comprises the entire agreement between you and us and supersedes all, written or oral, prior or contemporaneous negotiations, discussions, agreements or statements. This Agreement may only be amended by a written document signed by both parties.