

AFFILIATE PROGRAM AGREEMENT

This Affiliate Program Agreement ("Agreement") between _____ ("[AFFILIATE]"), and MicroStrategy Incorporated d/b/a its business unit Angel.com ("Angel.com") establishes the terms and conditions governing the parties' participation in the Affiliate Program (the "Program"). This Agreement is effective on the date it is signed by both parties ("Effective Date").

1. AFFILIATE PROGRAM

- 1.1 [AFFILIATE] will promote and endorse the Angel.com services to [AFFILIATE]'s customers ("Services").
- 1.2 Exhibit A to this Agreement describes the parties' responsibilities for promotional activities. Each party is responsible for its own costs and expenses for the promotional activities under this Agreement.
- 1.3 [AFFILIATE] will receive a royalty ("Royalty") for new customers it refers to Angel.com under the Program ("Program Customers"). The Royalty, if any, will be calculated and paid in accordance with the terms and conditions set forth in Exhibit B to this Agreement.
- 1.4 Angel.com makes available to Program Customers its standard service offerings.
- 1.5 Program Customers will order Angel.com services directly from Angel.com.
- 1.6 Angel.com will have responsibility for technical support services, billing and collection of fees according to its standard practices and procedures. The parties will cooperate to resolve any Program Customer service problems consistent with Angel.com's policy and procedures.
- 1.7 Each party will use commercially reasonable efforts to distribute the promotional materials provided by the other party to its customers.
- 1.8 Angel.com will provide [AFFILIATE] with a quarterly royalty report substantially in the same form as Exhibit C to this Agreement within 15 days after the last day in each calendar quarter.

2. CONFIDENTIALITY

- 2.1 Recipient shall hold all Confidential Information received during the term of this Agreement in confidence during the term of this Agreement and for four (4) years thereafter ("Confidentiality Period"), and Recipient shall protect all such Confidential Information with the utmost care to prevent unauthorized use or disclosure. During the Confidentiality Period, Recipient shall not use any Confidential Information except as expressly authorized in this Agreement. Recipient shall not disclose, orally or in writing, any Confidential Information to any Person, other than an employee of Recipient with a need to know such Confidential Information, Recipient shall immediately report in writing to Discloser, and shall cooperate with Discloser in the investigation of any unauthorized copying, use, or disclosure of the Provided Items, or any other Confidential Information, that is known to or reasonably suspected by Recipient.
- 2.2 The obligations listed in this section shall not apply to any information which:
 - (a) is already in the public domain or becomes available to the public through no breach of this Agreement by Recipient;
 - (b) was in the Recipient's possession prior to receipt from Discloser, as proven by Recipient's written records;
 - (c) is received by the Recipient from a third party free to disclose such information to Recipient; or
 - (d) is required to be disclosed by applicable statute or regulation or by judicial or administrative process, provided that Recipient shall notify Discloser of such.
- 2.3 "Confidential Information" means any information disclosed by one Party (as "Discloser") to the other Party (as "Recipient"), or otherwise learned by the Recipient from the Discloser, marked "confidential" or disclosed or learned under circumstances that would lead a reasonable person to conclude that the information was confidential. Notwithstanding the foregoing and in all cases whether or not marked "confidential" or otherwise identifiable as confidential. In addition, whether or not marked "confidential" or otherwise identifiable as

confidential, the following information shall be deemed Confidential Information of the Discloser: inventions, technical specifications, technical know-how, product development plans, program flowcharts, education materials, pricing, marketing plans, results of Benchmark Tests and customer lists.

3. MARKS

3.1 Each party grants the other party a non-exclusive, non-transferable, royalty-free license, during the Term, to use the trade names, trademarks, service marks, logos, and designations associated with the Program (collectively "Marks"), (a) according to its quality control standards and (b) in connection with authorized activities under this Agreement.

3.2 Neither party acquires ownership rights in or title to the Marks of the other party.

4. TERM AND TERMINATION

4.1 This Agreement will begin on the Effective Date and continue for a term of 1 year ("Term"). This Term of this Agreement will automatically renew for additional one year Terms unless either party provides written notice to the other party prior to the expiration of the then current terms that it desires to terminate the Agreement.

4.2 Either party may terminate this Agreement at any time if the other Party commits a material breach of this Agreement and fails to correct the breach within thirty (30) days after the aggrieved Party gives written notice specifying the breach.

4.3 Upon termination of this Agreement, **AFFILIATE** will immediately cease promoting the Services.

5. LIMITATION OF LIABILITY AND INDEMNIFICATION

5.1 NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

5.2 EACH PARTY WILL INDEMNIFY AND DEFEND THE OTHER PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS FROM AND AGAINST ALL THIRD PARTY CLAIMS FOR DAMAGES, LOSSES, OR LIABILITIES, INCLUDING ATTORNEY'S FEES, ARISING DIRECTLY FROM PERFORMANCE OF THIS AGREEMENT AND RELATING TO PERSONAL INJURY, DEATH, OR DAMAGE TO PERSONAL PROPERTY THAT IS ALLEGED TO HAVE RESULTED FROM THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY OR ITS SUBCONTRACTORS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS.

6. DISPUTES

6.1 The parties mutually, expressly, irrevocably and unconditionally waive trial by jury for any proceedings arising out of or relating to this agreement. This subsection survives the termination of the agreement.

6.2 Either party is entitled, in addition to all other remedies available, to injunctive and other equitable relief to prevent a breach of Section 6 of this Agreement and to secure the protection of its intellectual property rights in any court of competent jurisdiction in the United States or any state thereof.

7. GENERAL TERMS

7.1 No failure or delay by any party in exercising any right, under this Agreement shall operate as a waiver of any such right. No waiver of any default or breach on any one occasion shall constitute a waiver of any subsequent or other default or breach. No single or partial exercise of any such right shall preclude the further or full exercise of such right. No provision of this Agreement may be waived unless such waiver is in writing and signed by the party against which the waiver is to be effective.

7.2 The parties are independent contractors under this Agreement. The parties' relationship and this Agreement will not constitute or create an association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates. Neither party may bind the other party in any manner whatsoever.

7.3 This Agreement's benefits do not extend to any third party.

7.4 Neither party may assign any rights or obligations under this Agreement without the other party's prior written consent.

7.5 This Agreement may only be modified by a written amendment signed by both parties.

7.6 This Agreement will be governed by applicable federal laws and regulations and the laws of the Commonwealth of Virginia without regard to choice of law principles.

7.7 Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond the control of the responsible party. Force majeure events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.

7.8 No rule of construction requiring interpretation against the drafter will apply to this Agreement's interpretation.

7.9 In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

7.10 Notices required under this Agreement must be submitted in writing to the parties' addresses shown below.

7.11 [AFFILIATE], at its own cost, may designate an independent auditor to audit Angel.com's books and records solely with respect to the Royalties under this Agreement. Any audit will take place during normal business hours, upon reasonable notice and no more than once annually. If the audit reveals an underpayment by Angel.com, Angel.com will pay the amount of variance.

7.12 This Agreement, including all referenced documents, annexes, tariffs, or exhibits, constitutes the entire agreement and understanding between the parties relating to its subject matter. It supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the dates written below.

MicroStrategy Incorporated dba Angel.com

[AFFILIATE]

Signature

Signature

Date

Date

Name

Name

Title

Title

Address:

Address:

1861 International Drive
McLean, VA 22102

EXHIBIT A

PROMOTIONAL ACTIVITIES

1. ANGEL.COM RESPONSIBILITIES

1.1 Angel.com will provide one or more of the following promotional activities:

- (a) Copy and creative material for all Angel.com products and services offered in the Program.
- (b) In-bound call representatives according to Angel.com's standard practice to facilitate Program Customer conversion.
- (c) Designated program manager for administrative support of the Program.
- (d) Customer service to facilitate Program Customer support issues on par with Angel.com's standard practice.
- (e) Promotional copy for use in [AFFILIATE]'s publications or on [AFFILIATE] web sites.
- (f) Logos and trademarks, together with guidelines for their use by [AFFILIATE].
- (g) Suggest specific promotional offers and related promotional activities for targeted promotions featuring Angel.com's products and services at least once quarterly.
- (h) Issuing a press release within 30 days from execution of this Agreement announcing the relationship.
- (i) Consider and/or negotiate in good faith special promotional offers and/or marketing budgets for specific campaigns introduced by [AFFILIATE] from time to time.
- (j) To the extent that Angel.com mentions / links to its partners and affiliates on its web site in its normal course of business, Angel.com will create a link, subject to [AFFILIATE]'s normal brand approvals, on its site to the site where the Program is housed.

2. [AFFILIATE] RESPONSIBILITIES

2.1 [AFFILIATE] will provide one or more of the following promotional activities:

- (a) Promotion of the Program, directly or indirectly, on a quarterly basis to its member base through available marketing media as jointly determined by the parties.
- (b) Listing Angel.com as a preferred partner on its website.
- (c) Promotion of the Program by [AFFILIATE] in new communications, as appropriate.
- (d) The name and contact information (including email) of a dedicated manager for administrative support of the Program within 30 days after the Effective Date.
- (e) Taking reference calls for Angel.com prospects.
- (f) Logos and trademarks, together with guidelines for their use by Angel.com.

EXHIBIT B

PROGRAM ROYALTY

1. ROYALTY PLAN.

1.1 Net Collected Revenue shall mean the total amount of cash compensation received by Angel.com from Program Customers for Services excluding:

- (a) Taxes;
- (b) Credited charges issued to Program Customer accounts.

1.2 [AFFILIATE] will be entitled to a Royalty equal to the following portion of Net Collected Revenue generated by Program Customers for use of the Services:

Basis	Royalty
Net Collected Revenue	15%

1.3 Royalty payments will be made on or before the first day of the third month following the month the Program Customers are billed for the Service on which the Royalty is based.

1.4 If [AFFILIATE] believes a Royalty payment is incorrect, or if more information is needed about a transaction included in the monthly Program detail reports, [AFFILIATE] may submit a written request to the designated Angel.com Program Manager no later than 180 days after Angel.com sends the first Royalty payment with the error. [AFFILIATE]'s request will include the following information: (a) [AFFILIATE] tracking number, (b) customer name and account number, (c) the dollar amount of the suspected error and (d) detailed description regarding the error or detailed request for additional information.

Exhibit C

Reporting Requirements

The parties will work in good faith to establish specific reporting requirements within 30 days after execution of the Agreement.