



## MATC GENERAL TERMS AND CONDITIONS

February, 2020

These MATC General Terms and Conditions for MicroStrategy Partners (“General Terms”) apply to an agreement executed between an affiliate of MicroStrategy Incorporated (“we,” “us,” “our”) and an authorized MicroStrategy partner (“you,” “your”) that incorporates these General Terms (collectively, the “Agreement”).

### 1. Definitions.

Capitalized terms used in these General Terms will have the meanings set forth below.

“MATC” means a MicroStrategy partner who is a member of the MATC Program (as defined in the Agreement) and who is authorized to represent itself as a MicroStrategy Authorized Training Center in the Territory, subject to the certification and other requirements in the Agreement and these General Terms.

“MATC Instructor” means a MicroStrategy-certified instructor who has met the certification requirements set forth in the Agreement, using only the Training Materials licensed by MicroStrategy under these General Terms.

“Training Course” means a MicroStrategy course taught by a MicroStrategy-certified instructor in a Training Facility, as described in the Agreement and these General Terms.

“Training Facility” means the location(s) within the Territory preapproved in writing by us where the Training Courses may be provided by an MATC Instructor, as set forth in the Agreement and these General Terms.

“Training Materials” means collectively the courseware, content files, manuals and any other educational materials made available to you on MicroStrategy’s website or provided to you by us for the purposes of the MATC Program.

#### 1. Your Role as an MATC

Subject to the certification and other requirements in the Agreement and these General Terms, we recognize you as an MATC and grant you a limited, non-exclusive, non-transferable, revocable license, during your MATC Program membership, to (i) use the Training Materials for the sole purpose of providing Training Courses in the Territory; and (ii) provide enrolled students with access to the Training Materials, for the sole purpose of providing such students Training Courses in the Territory; all of the foregoing according to the terms and conditions in the Agreement and these General Terms. This license is

not a license to resell the Training Materials or to use the Training Materials for any purposes other than those expressly provided in this section. Any such action shall be a material breach of the Agreement.

From time to time, we may request that your MATC Instructors provide training services at our or other third-party training facilities. Subject to MATC Instructor availability, you agree to make such training services available to us at daily rates (plus reasonable travel and living expenses) mutually agreed to between you and us. Such subcontracted training services will be governed by a separate work order between you and us.

### 2. Training Materials

We will provide you with access to the Training Materials for the purposes set forth in the Agreement and these General Terms. It is your responsibility to obtain the latest Training Materials and supporting content from us and to ensure you utilize such version of the Training Materials when delivering Training Courses. If Training Materials are required in a local language not currently available, you may request that we provide translated materials. We will provide such translations if we deem them necessary in our sole discretion. All Training Materials and any other MicroStrategy educational materials are copyrighted by us and are our Confidential Information. Except as otherwise set forth in these General Terms, you and your Representatives will not make any copies of such materials. Any customization of the Training Materials must be authorized by us in advance and in writing and must be made in a separate appendix or equivalent document, without modification to our original Training Materials. Any Training Material customizations, modifications, or derivative works of any kind are MicroStrategy’s intellectual property and are owned exclusively by MicroStrategy. You may reproduce and distribute one paper copy of the applicable Training Materials to each student or MATC Instructor who attends a Training Course. Training Materials are limited to use only by those individuals who attend a class, solely for their own training purposes and you will ensure that any



individuals to whom you provide the Training Materials are bound by an obligation not to reproduce, share or disclose such materials. You are responsible for enforcing the foregoing obligation vis-à-vis any individuals you provide Training Materials to, and you are liable to us hereunder for any failure of such individuals to use the Training Materials pursuant to these General Terms. Students completing any Training Course shall be permitted to retain one (1) copy, in print media only, of the applicable Training Materials, provided that such materials contain MicroStrategy proprietary rights notice and copyright. Students shall not be permitted to retain any copies of any Products, related Documentation, or electronic copies of any Training Materials. You will take all necessary and precautionary steps to protect our proprietary rights in, and prevent unauthorized use copying, or piracy of, the Training Materials. You will use the same degree of care as is used with respect to your own proprietary information of like importance, but in no event less than reasonable care. You will promptly notify us of any unauthorized use of the Training Materials that comes to your attention and will cooperate with us to eliminate or cure such use.

### **3. Certain Obligations and Restrictions**

You and your affiliates, employees, agents, third-party contractors and anyone else accessing or using the Training Materials on your behalf (“Representatives”) will not, directly or indirectly (a) use the Training Materials to create any products substantially similar to any MicroStrategy educational materials; (b) rent or lease the Training Materials or any other MicroStrategy educational materials; (c) make the Training Materials available to anyone other than the MATC Instructors and students registered for the specific Training Course to which the materials pertain, in the Territory; or (d) create any derivative works of the Training Materials without our prior written consent, including but not limited to any revisions or modifications thereof, provided however that you may alter course structure and delivery (without altering content).

### **4. Royalty Reports.**

All quarterly reports that you send us pursuant to the Agreement will completely and accurately detail your Training Course sales. We will invoice you for all amounts payable to us after we receive a quarterly report. All fees due to us are payable, in full and in the currency listed on a quarterly report, pursuant to the terms of the Agreement. All quarterly reports are firm

and not subject to cancellation, return, refund or offset by you. We may suspend your right to distribute our Products and/or your membership in the MATC Program if you fail to provide us any required quarterly report in a timely manner. We may designate one or more of our affiliates to exercise our rights and fulfill our obligations, including invoicing you.

### **5. Course Scheduling**

You will work with us to prepare the course schedule for the MATC Program on a quarterly basis (the “Quarterly Schedule”). The final Quarterly Schedule will be approved by us in writing and we may publish it online at <https://www.microstrategy.com>. You agree to designate one primary point of contact for course scheduling purposes.

### **6. Enrollment**

You are responsible for enrollment, registration, classroom set-up and break-down, invoicing, and collection of payment from all students who participate in a Training Course at the Training Facilities. In no event will we or our affiliates be liable for any charges or losses incurred by you in connection with cancellation of students and Training Courses.

You may market Training Courses and offer promotions and discounts on such courses, provided however that all costs incurred, and discounts offered will be borne exclusively by you.

### **7. MATC Instructor Certification**

Training Courses will be taught only by MATC Instructors who have met the certification and other MATC Program requirements in the Agreement and these General Terms. You will not, directly or indirectly (a) offer any Training Courses, or curriculum pertaining to the use of our Products, which have not been reviewed and approved by us; (b) hire any third party agents as MATC Instructors, who have not signed a non-disclosure agreement with us and/or who have failed to meet the MATC Instructor certification and other MATC Program requirements; or (c) issue or provide MicroStrategy certificates, awards or any other documentation conferring certification status to any student, MATC Instructor, or individual.

### **8. Training Facilities and Environment**

You will not provide Training Courses at locations other than the Training Facilities without our prior



written approval. Training Facilities will be preapproved by us in writing and will have at least one (1) computer or tablet for each enrolled student and/or the possibility for students to connect their own devices. You will maintain, at your sole expense, adequate and sufficient facilities and equipment to deliver Training Courses in accordance with MicroStrategy standards as specified by us from time to time. The environment used for delivering Training Courses will be a cloud-based environment reflecting the then-current latest generally available release of the MicroStrategy platform. Training Courses will be

taught using the “Tutorial Project” mode or equivalent.

**9. Additional Audit Rights.**

We have the right to audit the performance of each MATC Instructor and any submitted course evaluations at any time. Such audit shall focus on the training environment and the ability of each MATC Instructor to deliver the curriculum and Training Course. We may also audit any Training Facilities upon notice to you.