



EDUCATION TERMS OF USE

July 2017

THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR USE OF MICROSTRATEGY EDUCATION OFFERINGS (“EDUCATION SERVICES”). BY ELECTRONICALLY ACCEPTING THESE TERMS AND CONDITIONS, YOU (“YOU,” “YOUR”) WILL ENTER INTO AN AGREEMENT (“AGREEMENT”) WITH AN AFFILIATE OF MICROSTRATEGY INCORPORATED LOCATED IN THE COUNTRY WHERE THE EDUCATION SERVICES ARE PURCHASED OR, IF NO SUCH AFFILIATE EXISTS, MICROSTRATEGY SERVICES CORPORATION (“WE,” “US,” “OUR”) UNDER THE TERMS AND CONDITIONS BELOW. IF YOU HAVE PREVIOUSLY ENTERED INTO AN AGREEMENT WITH US GOVERNING YOUR USE OF EDUCATION SERVICES, THAT AGREEMENT TAKES PRECEDENCE OVER THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, “YOU” AND “YOUR” REFERS TO THAT COMPANY.

1. Perennial Education Pass (PEP) Program. Our Perennial Education Pass (“PEP”) program provides our customers and partners with flexible access to our training materials and courses through an annual subscription. Each PEP subscription provides a single individual (“PEP Named User”) global, unlimited access to all instructor-led public training classes (virtual or in-person) and self-paced training courses, and includes all certification exam fees. Each PEP subscription will have a term of twelve (12) months, commencing on the date of purchase. We will notify you that your PEP subscription is set to expire between 30 and 90 days prior to the expiration of the then-current term. If you do not wish to renew the PEP subscription, you must notify us by emailing education@microstrategy.com prior to the expiration of the then-current term; otherwise, the PEP subscription will automatically renew for a subsequent twelve (12) month term at the then-current list price. No more than once during a PEP subscription term, you may reassign a PEP subscription to a new PEP Named User for the remainder of the subscription term if (a) the current PEP Named User has not used the PEP to attend any public instructor-led courses or access any self-paced training courses or (b) the current PEP Named User has terminated employment with you.

2. Training Units. Training Units may be redeemed by you for our education courses and other education offerings at the applicable redemption rates specified in our standard education price list posted at www.microstrategy.com for a period of twelve (12) months, commencing on the date of purchase. Training Units may not be redeemed for the purchase of PEP subscriptions.

3. Instructor-Led Private Classes. For each in-person instructor-led private training class delivered at a non-MicroStrategy location, (a) if the instructor is required to travel to deliver the class, you will reimburse us for the instructor's reasonable travel expenses and (b) if we are required to rent a facility to deliver the class, you will reimburse us for all reasonable facility rental fees we incur. If you purchase or redeem Training Units for an instructor-led private training class and you cancel the class prior to commencement, (i) you will reimburse us for any non-cancelable travel expenses and facility rental fees we incur; and (ii) if you cancel within fourteen (14) business days prior to commencement, you may only reschedule the class to an alternate available date by re-purchasing or redeeming

additional Training Units for the class; if the cancellation is more than fourteen (14) business days prior to commencement, you may reschedule the class to an alternate available date at no additional cost (if you redeemed Training Units for the class, such date must be within the applicable Training Unit redemption period).

4. Courseware for Instructor-Led Training Classes. For each instructor-led training class (whether public or private, virtual or in-person) we deliver to you, we will make electronic versions of the course content files for the class (“Courseware”) available to you, and you may reproduce and distribute one paper copy of the Courseware to each of your employees (or other individual designated by you) who attends the class. Your use of the Courseware is limited to use only by those individuals who attend the class, solely for their own training purposes.

5. eCourseware. If you purchase an eCourseware self-paced training package (“eCourseware Package”), we will provide you with electronic copies of the training content files (“eCourseware Files”) for a single eCourseware module (“eCourseware Module”) for the latest version of our software products and in any one language for which such files are available, and we grant you a non-transferable license to use the eCourseware Files for the sole purpose of training your employees or other individuals designated by you (each, an “eCourseware Named User”) on the use of our software products, up to the maximum number of eCourseware Named Users included in the eCourseware Package. You may permanently replace one eCourseware Named User with another if the original eCourseware Named User no longer has access to reports generated by our software products, and if you wish to allow additional individuals to access the eCourseware Files beyond the maximum number of eCourseware Named Users included in the eCourseware Package, you may do so by purchasing an additional eCourseware Package. If you purchase an eCourseware Package and utilize that package for access to a particular eCourseware Module, and then subsequently wish to purchase a new eCourseware Package for access to an updated version of that eCourseware Module that contains materially new content related to a subsequent version of our software products, your purchase of that eCourseware Package will be considered an “upgrade.”

6. Customized Courseware. If you purchase Customized Courseware for instructor-led training classes (whether public or private, virtual or in-person) or eCourseware Packages, we will provide you with electronic versions of the Customized Courseware for those classes or eCourseware Packages, and your use of the Customized Courseware is subject to the same license and use rights and restrictions described above in Section 4 (for Courseware for instructor-led training classes) and Section 5 (for eCourseware Files). “Customized Courseware” means Courseware or eCourseware Files that are customized by us for you, and includes only Courseware or eCourseware Files for which we offer customization. You are solely responsible for maintaining and updating the Customized Courseware, and we have no obligation to update or modify the Customized Courseware on your behalf. You must request that we deliver the Customized Courseware, and provide us all information necessary for us to perform the customization, during the twelve (12) month period commencing on the date of purchase; otherwise, your right to receive the Customized Courseware will expire.

7. OEM Education Package. Our OEM education package is tailored specifically to the needs of our OEM partners and includes four days of instructor-led training, as further described at www.microstrategy.com.

8. Payment and Invoicing. Except for credit card purchases, we will invoice you upon execution of an order or upon completion of an online purchase. All fees due to us will be payable in full thirty (30) days from the date of the invoice, and will be deemed overdue if they remain unpaid thereafter. All fees are net of any taxes, which will be your responsibility, except for taxes on our income. All orders and purchases are firm and not subject to cancellation, return, refund or offset by you.

9. 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. All education course materials (including Courseware and eCourseware) are copyrighted by us and are our confidential information. Education Services are provided and delivered by us, either directly or through our subcontractors. Notwithstanding anything to the contrary in any written agreement between you and us, if any, you consent to our use of subcontractors to provide Education Services. The terms of this Agreement and any applicable order will supersede the terms in any purchase order or other ordering document that you generate and provide to us. Any terms of trade stated or referenced in any such purchase order (except for names, quantities and addresses) will not be binding on us. 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. This Agreement will not be subject to the United Nations Convention on the International Sale of Goods. 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.