



MICROSTRATEGY LEARNING UNITS AGREEMENT NUMBER

1 TERMS APPLICABLE TO A PURCHASE OF EDUCATION PACKAGES AND LEARNING UNITS

- 1.1 MicroStrategy shall provide education services as specified on Exhibit A attached hereto.
1.2 Learning Units: (a) are valid for 12 months from the Effective Date of this Agreement; (b) are non-refundable; (c) cannot be used towards the purchase of any other Products or Services.
1.3 Licensee shall redeem one (1) Learning Unit for one (1) day of public training for each individual.
1.4 Upon execution by both parties, this Agreement shall be a non-cancelable, non-refundable order by Licensee.
1.5 Licensee shall be invoiced upon execution of this Agreement. Payment is due in full, within thirty (30) days from the date of invoice.
1.6 Prices do not include taxes. Licensee shall be responsible for paying any applicable taxes, except taxes on MicroStrategy income.
1.7 The laws of the Commonwealth of Virginia, excluding its conflicts of laws, shall govern this Agreement, and all matters arising out of or relating to this Agreement.
1.8 Any Licensee terms of trade stated or referenced in Licensee purchase order, or any terms to which MicroStrategy has not specifically agreed in writing (except for names, quantities and addresses), shall not be binding on MicroStrategy.
1.9 MicroStrategy retains all intellectual property and other rights in the various education services offerings and course materials.
1.10 Unless otherwise defined in this Agreement, capitalized terms in this Agreement shall have the same meaning as ascribed at http://www.microstrategy.com/licensing/ on the Effective Date of this Agreement.
1.11 This Agreement may be executed in two counterparts, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same Agreement.
1.12 This Agreement constitutes the complete agreement between the parties and supersedes all prior agreements and representations, written or oral, and any contemporaneous oral agreements or representations, concerning the subject matter of this Agreement.

The terms and conditions of this Agreement are agreed to by:

Signature lines for Licensee and MicroStrategy Services Corporation, including fields for Name, Title, Date Executed, and Address.