



MICROSTRATEGY PERENNIAL EDUCATION ONLINE PASS AGREEMENT

1.1 The Perennial Education Pass Program Online Pass (the “**Online PEP Pass**”) price listed on Exhibit A is for the term listed on Exhibit A, commencing on the date of invoice.

1.2 Each Online PEP Pass entitles Licensee to designate one (1) Named User to access to all online courses hosted by MicroStrategy during the term of the Online PEP Pass. Additional Online PEP Named Users may be purchased separately. MicroStrategy shall create an account for each Online PEP Named User and shall provide a user name and password to access the online courses.

1.3 An Online PEP Pass may be reassigned to a new Online PEP Named User to be used for the remainder of the subscription period, in the event any of the following occurs: (a) the current Online PEP Named User has not used the Online PEP Pass to access online courses during the subscription period; (b) the current Online PEP Named User has terminated employment with the Licensee (provided however, reassignment pursuant to this subsection (b) may occur only once during the subscription period); or (c) the current Online PEP Named User can no longer access online courses due to serious illness or injury.

1.4 Licensee designates the following as its Online PEP Named Users. If Licensee has purchased more than two Online PEP Passes, additional Online PEP Named Users should be listed on a separate sheet.

| Name | Email |
|------|-------|
| 1. | |
| 2. | |

1.5 Upon execution by both parties, this Agreement shall be a non-cancelable, non-refundable order by Licensee. Licensee shall be invoiced upon execution of this Agreement. Payment is due in full, within thirty (30) days from the date of invoice. Any dispute Licensee may have to an invoice must be brought within thirty (30) days of the date of the invoice, otherwise the invoice shall be deemed correct. Prices do not include taxes. Licensee shall be responsible for paying any applicable taxes, except taxes on MicroStrategy income.

1.6 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. The UN Convention for the International Sale of Goods shall not apply to this Agreement in whole or in part.

1.7 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. All Licensee purchase orders shall be governed by the terms of this Agreement. Licensee’s purchase order number to be used for invoice processing is _____ . Licensee agrees that failure to provide a purchase order number herein shall have no impact on its obligation to remit payment.

1.8 MicroStrategy retains all intellectual property and other rights in the various education services offerings and course materials. Such education service offerings and course materials are Confidential Information. Licensee shall not be entitled to copy any MicroStrategy education materials.

1.9 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.

1.10 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. Fax or electronically scanned copies of such signed documents may be used in lieu of the originals for any purpose.

1.11 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. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party.

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

| | |
|---------------------------------------|------------------------------------|
| _____ Print Name of Licensee Above | MicroStrategy Services Corporation |
| _____ Signature | _____ Signature |
| _____ Date Executed | _____ Date Executed |
| _____ Name | _____ Name |
| _____ Title | _____ Title |
| Address: | |