

## MICROSTRATEGY EDUCATION TERMS OF USE

THE TERMS AND CONDITIONS SET FORTH BELOW GOVERN THE PURCHASE, USE AND PROVISION OF MICROSTRATEGY EDUCATION OFFERINGS, AS DESCRIBED AT [WWW.MICROSTRATEGY.COM](http://WWW.MICROSTRATEGY.COM) ("EDUCATION SERVICES"). BY ELECTRONICALLY ACCEPTING SUCH TERMS AND CONDITIONS, YOU ("CUSTOMER") AGREE TO ENTER INTO AN AGREEMENT ("AGREEMENT") WITH AN AFFILIATE OF MICROSTRATEGY SERVICES CORPORATION LOCATED IN THE COUNTRY WHERE THE EDUCATION SERVICES ARE PURCHASED OR, IF NO SUCH AFFILIATE EXISTS, MICROSTRATEGY SERVICES CORPORATION ("MICROSTRATEGY") UNDER THE TERMS AND CONDITIONS SET FORTH BELOW.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" REFERS TO SUCH COMPANY.

### 1. PERENNIAL EDUCATION PASS (PEP) PROGRAM

1.1 PEP Program Description. The MicroStrategy Perennial Education Pass ("PEP") program provides MicroStrategy customers and partners with flexible access to MicroStrategy training materials and courses through an annual subscription. Each PEP subscription provides a single individual (each, a "PEP Named User") global, unlimited access to all instructor-led public training classes (virtual or in-person) and includes all certification exam fees.

1.2 Term of PEP Subscription. Except as otherwise set forth in an order, each PEP subscription shall have a term of twelve (12) months, commencing on the date of the invoice (if Customer purchases PEP subscription(s) and is invoiced for such PEP subscription(s)) or the date of purchase (if Customer purchases PEP subscription(s) via credit card).

1.3 Cancellation of Virtual or In-Person Instructor-Led Public Classes Registered Under PEP Subscription. PEP Named Users may register for any virtual instructor-led public training class or any in-person instructor-led public training class on a seat available basis. If a PEP Named User cancels his or her registration to any such class within ten (10) business days prior to the class or fails to attend the class without notice to MicroStrategy, MicroStrategy reserves the right to charge a USD 500 cancellation fee and prohibit all of the Customer's PEP Named Users from registering for additional classes until such cancellation fee is paid.

1.4 Transfer of PEP Within Term of Current PEP Subscription. Customer may reassign a PEP subscription to a new PEP Named User for the remainder of the PEP subscription period in the event that: (a) the current PEP Named User has not used the PEP to attend any public instructor-led courses during the subscription period or (b) the current PEP Named User has terminated employment with Customer; *provided, however*, that reassignment pursuant to this Section may occur only once during the PEP subscription period.

### 2. TRAINING UNITS

2.1 Training Unit Redemption. Training Units may be redeemed by Customer for MicroStrategy education courses and other education offerings at the applicable redemption rates specified in MicroStrategy's standard education price list posted at [www.microstrategy.com](http://www.microstrategy.com). Training Units may not be redeemed for the purchase of PEP subscriptions.

2.2 Training Unit Redemption Period. Except as otherwise set forth in an order, Training Units may be redeemed by Customer for a period of twelve (12) months, commencing on the date of the invoice (if Customer purchases Training Unit(s) and is invoiced for such Training Unit(s)) or the date of purchase (if Customer purchases Training Unit(s) via credit card).

### 3. INSTRUCTOR-LED PRIVATE CLASSES

3.1 Reimbursement of Travel Expenses. For each in-person instructor-led private training class delivered at a non-MicroStrategy location by an instructor who is required to travel to deliver the class, Customer shall reimburse MicroStrategy for the instructor's reasonable travel expenses incurred in connection with the delivery of such class.

3.2 Reimbursement of Facility Rental Fees. For each in-person instructor-led private training class delivered at a non-MicroStrategy location where MicroStrategy is required to rent a facility to deliver such class, Customer shall reimburse MicroStrategy for all reasonable facility rental fees incurred by MicroStrategy in connection with such class. For the avoidance of doubt, for in-person instructor-led private training classes delivered at a MicroStrategy location,

Customer shall be required to purchase or redeem Training Units for the use of the MicroStrategy facility where the class is delivered.

3.3 Cancellations. If Customer purchases or redeems Training Units for an instructor-led private training class and Customer cancels such class prior to the commencement of the class:

(a) Customer shall reimburse MicroStrategy for any non-cancelable travel expenses and facility rental fees incurred by MicroStrategy; and

(b) if such cancellation is within ten (10) business days prior to the commencement of the class, Customer may only reschedule the class to an alternate available date by re-purchasing or redeeming additional Training Units for the class; if such cancellation is more than ten (10) business days prior to the commencement of the class, Customer may reschedule the class to an alternate available date at no additional cost (if Customer redeemed Training Units for the class, such date must be within the applicable Training Unit redemption period).

#### 4. COURSEWARE AND TRAINING MATERIALS

4.1 Courseware Provided; Limited Use. For each instructor-led public training class (virtual or in-person) and instructor-led private training class (virtual or in-person) delivered to Customer by MicroStrategy, MicroStrategy shall provide Customer with electronic versions of the course content files ("Courseware") for such class. Customer shall have the right to reproduce and distribute one paper copy of the Courseware to each End User who attends the class. Customer's use of such Courseware is limited to use only by those End Users who attend the class, solely for such End Users' own training purposes. "End User" means one identified individual who accesses reports generated by MicroStrategy software products, solely in connection with Customer's internal business purposes, and not for any development, technical training or other non-business purposes.

#### 4.2 Customized Courseware.

(a) If Customer purchases or redeems Training Units for Customized Courseware for a particular instructor-led public training class (virtual or in-person) or instructor-led private training class (virtual or in-person) delivered to Customer by MicroStrategy, MicroStrategy shall provide Customer with electronic versions of the Customized Courseware for such class. Customer shall have the right to reproduce and distribute one paper copy of the Customized Courseware to each End User who attends the class. Customer's use of such Customized Courseware is limited to use only by those End Users who attend the class, solely for such End Users' own training purposes. "Customized Courseware" means Courseware for which MicroStrategy offers customization that is customized by MicroStrategy for Customer.

(b) If Customer purchases or redeems Training Units for Customized Courseware and has at least one instructor complete a "Train the Trainer" course on the particular MicroStrategy education course offering associated with such Customized Courseware, MicroStrategy grants Customer a non-transferable license to use the Customized Courseware for the sole purpose of training End Users on the use of MicroStrategy software products. Customer is solely responsible for maintaining and updating the Customized Courseware, and MicroStrategy has no obligation to update or modify such Customized Courseware on Customer's behalf.

#### 4.3 MicroStrategy Web eCourseware.

(a) If Customer purchases or redeems Training Units for a MicroStrategy Web eCourseware self-training package, MicroStrategy shall provide Customer with electronic versions of the training content files for such self-training package ("Web eCourseware"), and MicroStrategy grants Customer a non-transferable license to use the Web eCourseware for the sole purpose of training End Users on the use of MicroStrategy software products, up to the number of End Users purchased.

(b) If Customer purchases or redeems Training Units for Customized Web eCourseware, MicroStrategy grants Customer a non-transferable license to use the Customized Web eCourseware for the sole purpose of training End Users on the use of MicroStrategy software products, up to the number of End Users purchased. "Customized Web eCourseware" means Web eCourseware that is customized by MicroStrategy for Customer.

(c) In connection with the foregoing license, Customer may permanently replace one End User with another if the original End User no longer has access to reports generated by MicroStrategy software products, and may add additional End Users by purchasing an additional MicroStrategy Web eCourseware self-training package. Customer is solely responsible for maintaining and updating the Web eCourseware (including, as applicable, Customized Web eCourseware), and MicroStrategy has no obligation to update or modify such materials on Customer's behalf. Should MicroStrategy update the Web eCourseware (including, as applicable, Customized Web eCourseware), Customer may purchase or redeem Training Units for such updates at MicroStrategy's then-current list price.

## 5. GENERAL TERMS

5.1 Purchases Non-Cancelable; Fees and Redeemed Training Units Non-Refundable. Purchases of Education Services are non-cancelable and all fees paid in connection with such purchases are non-refundable. Further, any Training Units redeemed for MicroStrategy education courses and offerings are non-refundable, subject to Customer's right to reschedule an in-person instructor-led private training class in accordance with Section 3.3(b) above.

5.2 Payment and Invoicing. If Customer purchases Education Services and is invoiced for such Education Services (*i.e.*, Customer does not purchase via credit card), Customer will be invoiced, as applicable, upon execution of an order or upon completion of an online purchase. Payment is due in full within thirty (30) days from the date of invoice. All fees payable for Education Services do not include taxes, and Customer shall be responsible for paying any applicable taxes, except taxes on MicroStrategy income.

5.3 MicroStrategy-Delivered Courses Only; Use of Subcontractors. References in this Agreement to education course offerings, including instructor-led public training classes (virtual or in-person) and instructor-led private training classes (virtual or in-person) shall be deemed to refer solely to classes delivered by MicroStrategy, either directly or through its subcontractors. Notwithstanding anything to the contrary in any written agreement between Customer and MicroStrategy, if any, Customer hereby consents to MicroStrategy's use of subcontractors to provide any Education Services.

5.4 Confidential Information. Any Confidential Information exchanged between Customer and MicroStrategy shall be treated according to the terms of a non-disclosure agreement (or other agreement containing confidentiality terms) executed by the parties. In the event that no such agreement exists, Confidential Information shall be treated with the same care as the Recipient of such Confidential Information treats its own Confidential Information. "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, any education course materials (including Courseware, Web eCourseware and any customizations thereto) shall be deemed to be Confidential Information of which MicroStrategy is the Discloser. 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.

5.5 Intellectual Property. All education course materials, including Courseware, Web eCourseware and any customizations thereto, are copyrighted by MicroStrategy.

5.6 Purchase Order Terms Not Binding. The terms of this Agreement (and, as applicable, any order for Education Services executed by Customer and MicroStrategy) shall supersede the terms in any Customer purchase order or other ordering document. Any Customer terms of trade stated or referenced in a Customer purchase order (except for names, quantities and addresses) shall not be binding on MicroStrategy.

5.7 Governing Law. 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.

5.8 Complete Agreement. This Agreement constitutes the complete agreement between MicroStrategy and Customer and supersedes all prior agreements, estimates, presentations, purchase orders, and representations, whether written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.