



MICROSTRATEGY EDUCATION TERMS OF USE

July 2015

THE TERMS AND CONDITIONS SET FORTH BELOW GOVERN THE PURCHASE, USE AND PROVISION OF MICROSTRATEGY EDUCATION OFFERINGS, AS DESCRIBED AT WWW.MICROSTRATEGY.COM ("EDUCATION SERVICES"). BY ELECTRONICALLY ACCEPTING THESE TERMS AND CONDITIONS, YOU ("YOU," "YOUR") 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 ("WE," "US," "OUR") UNDER THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU HAVE PREVIOUSLY ENTERED INTO AN AGREEMENT WITH US GOVERNING YOUR PURCHASE AND USE OF EDUCATION SERVICES, THAT AGREEMENT TAKES PRECEDENCE OVER THIS AGREEMENT.

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 TERMS "YOU" AND "YOUR" REFERS TO SUCH COMPANY.

1. PERENNIAL EDUCATION PASS (PEP) PROGRAM

1.1 PEP Program Description. The MicroStrategy 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 (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 will have a term of twelve (12) months, commencing on the date of the invoice (if we invoice you for the fees due for the PEP subscription) or the date of purchase (if you purchase the PEP subscription via credit card). 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.

1.3 Transfer of PEP Within Term of Current PEP Subscription. You may reassign a PEP subscription to a new PEP Named User for the remainder of the PEP subscription term 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 term or (b) the current PEP Named User has terminated employment with you; *provided, however*, that reassignment pursuant to this Section may occur only once during the PEP subscription term.

2. PARTNER TRAINING PASS (PTP) PROGRAM

2.1 PTP Program Description. The MicroStrategy Partner Training Pass ("PTP") program provides certain of our designated and approved partners with flexible access to our self-paced training through an annual subscription. Each PTP subscription provides all of your employees and employees of your wholly-owned subsidiaries global, unlimited access to all self-paced training and certification exams available in our partner training curriculum. On or immediately following the fifth (5th) business day following the date on which you purchase a PTP subscription, we will make access to such training materials available to any such employee who has created an account in our learning portal prior to such date and designated you as his or her employer when creating the account. Thereafter, you may provide to us in writing (by email to education@microstrategy.com) the names of additional employees who require access to such training materials for the remainder of the PTP subscription and we will make access to such training materials available to those employees within (30) days thereafter.

2.2 Term of PTP Subscription. Except as otherwise set forth in an order, each PTP subscription will have a term of twelve (12) months, commencing on the date of the invoice (if we invoice you for the fees due for the PTP subscription) or the date of purchase (if you purchase the PTP subscription via credit card).

3. TRAINING UNITS

3.1 Training Unit Redemption. 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. Training Units may not be redeemed for the purchase of PEP or PTP subscriptions.

3.2 Training Unit Redemption Period. Except as otherwise set forth in an order, Training Units may be redeemed by you for a period of twelve (12) months, commencing on the date of the invoice (if we invoice you for the fees due for the Training Units) or the date of purchase (if you purchase the Training Units via credit card).

4. INSTRUCTOR-LED PRIVATE CLASSES

4.1 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, you will reimburse us for the instructor's reasonable travel expenses incurred in connection with the delivery of such class.

4.2 Reimbursement of Facility Rental Fees. For each in-person instructor-led private training class delivered at a non-MicroStrategy location where we are required to rent a facility to deliver such class, you will reimburse us for all reasonable facility

rental fees incurred by us in connection with such class. For the avoidance of doubt, for in-person instructor-led private training classes delivered at a MicroStrategy location, you will be required to purchase or redeem Training Units for the use of the MicroStrategy facility where the class is delivered.

4.3 Cancellations. If you purchase or redeem Training Units for an instructor-led private training class and you cancel such class prior to the commencement of the class:

(a) you will reimburse us for any non-cancelable travel expenses and facility rental fees incurred by us; and

(b) if such cancellation is within ten (10) business days prior to the commencement of the class, you 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, 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).

5. COURSEWARE AND TRAINING MATERIALS

5.1 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 you by us, we will provide you with electronic versions of the course content files ("Courseware") for such class. You will have the right to reproduce and distribute one paper copy of the Courseware to each End User who attends the class. Your 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 our software products, solely in connection with your internal business purposes, and not for any development, technical training or other non-business purposes.

5.2 Customized Courseware.

(a) If you purchase or redeem 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 you by us, we will provide you with electronic versions of the Customized Courseware for such class. You will have the right to reproduce and distribute one paper copy of the Customized Courseware to each End User who attends the class. Your 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 we offer customization that is customized by us for you.

(b) If you purchase or redeem Training Units for Customized Courseware and have at least one instructor complete a "Train the Trainer" course on the particular education course offering associated with such Customized Courseware, we grant you a non-transferable license to use the Customized Courseware for the sole purpose of training End Users on the use of our software products. You are solely responsible for maintaining and updating the Customized Courseware, and we have no obligation to update or modify such Customized Courseware on your behalf.

5.3 MicroStrategy Web eCourseware.

(a) If you purchase or redeem Training Units for a MicroStrategy Web eCourseware self-paced training package, we will provide you with electronic versions of the training content files for such self-paced training package ("Web eCourseware"), and we grant you a non-transferable license to use the Web eCourseware for the sole purpose of training End Users on the use of our software products, up to the number of End Users purchased.

(b) If you purchase or redeem Training Units for Customized Web eCourseware, we grant you a non-transferable license to use the Customized Web eCourseware for the sole purpose of training End Users on the use of our software products, up to the number of End Users purchased. "Customized Web eCourseware" means Web eCourseware that is customized by us for you.

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

6. GENERAL TERMS

6.1 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 our education courses and offerings are non-refundable, subject to your right to reschedule an in-person instructor-led private training class in accordance with Section 4.3(b) above.

6.2 Payment and Invoicing. If you purchase Education Services and are invoiced for such Education Services (*i.e.*, you do not purchase via credit card), you 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 you will be responsible for paying any applicable taxes, except taxes on our income.

6.3 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) will be deemed to refer solely to classes 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 hereby consent to our use of subcontractors to provide any Education Services.

6.4 Confidential Information. Each party will treat the other party's confidential information with the same care as it treats its own confidential information. All education course materials (including Courseware, Web eCourseware and any customizations thereto) will be deemed to be our confidential information.

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

6.6 Purchase Order Terms Not Binding. The terms of this Agreement (and, as applicable, any order for Education Services executed by you and us) will supersede the terms in any purchase order submitted by you. Terms of trade stated or referenced in your purchase order, or any terms to which we have not specifically agreed in writing, will not be binding on us.

6.7 Governing Law. The laws of the Commonwealth of Virginia, excluding its conflicts of laws, will govern this Agreement, and all matters arising out of or relating to this Agreement. The UN Convention for the International Sale of Goods will not apply to this Agreement in whole or in part.

6.8 Complete Agreement. This Agreement constitutes the complete agreement between you and us 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 will be deemed to amend or modify this Agreement.