



**TRAINING SUPPORT DESCRIPTION
FEBRUARY 2014**

TERMS APPLICABLE TO THE INSTRUCTOR-LED TRAINING PROGRAM

The MicroStrategy Instructor-Led Training Program (the “ILT Program”) provides customers and partners with two options for delivery of classroom courses. The following table illustrates an overview of the features of each ILT Program offering.

Feature	Private Class Delivery ¹	Public Class Delivery
Multiple customer participants	Not applicable	√
MicroStrategy public training center available ²	√	√
Instructor-led virtual access classroom available	√	√
Training available at Licensee location	√	Not applicable

1: Each unit of Private Class Delivery purchased includes up to 16 students. Multiple units may be purchased for private classes of more than 16 students.

2: If Licensee elects to use a MicroStrategy public training center for Private Class Delivery, Licensee agrees to pay reasonable facility rental fees.

TERMS APPLICABLE TO HOURLY AND PREPAID HOURLY TRAINING SUPPORT

MicroStrategy provides hourly and prepaid hourly Training Support to help technical and business users understand how to apply MicroStrategy technology to raise their productivity, improve the depth of their analysis, and creatively address business challenges. Defined terms used herein have the meanings as ascribed at <http://www.microstrategy.com/licensing>.

- a. Hourly and prepaid hourly Training Support include, but are not limited to:
 - Train the Trainer
 - Training Needs Analysis
 - Adoption Lead or Project Management
 - Mentoring
 - Course Customizations and Configuration
- b. Any hourly and prepaid hourly Training Support listed on Exhibit A to Licensee’s order shall only be valid for delivery within twelve (12) months from the Effective Date of Licensee’s purchase agreement for such services.
- c. Hourly Training Support Invoicing: Notwithstanding anything to the contrary in Licensee’s purchase agreement for such services, Licensee will be invoiced for hours worked on a time and materials basis on or around the 15th and 30th of each month at the rates specified on Exhibit A to Licensee’s order. The final price may vary from the estimated price.
- d. Prepaid Hourly Training Support Invoicing: Licensee will be invoiced upon execution of Licensee’s purchase agreement for prepaid hourly Training Support specified on Exhibit A to Licensee’s order. MicroStrategy will periodically report to Licensee the actual number of hours worked. All prepaid hourly Training Support will be delivered on a time and materials basis. In the event Licensee authorizes additional hours above those listed on Exhibit A, Licensee will be invoiced for those additional hours periodically on a time and materials basis at the rates listed on Exhibit A. The final hours delivered and net total may vary from the estimated price listed on Exhibit A. In no instance shall prepaid hourly Training Support be deemed to be a fixed price deliverables based service.

TERMS APPLICABLE TO THE ILT PROGRAM, HOURLY TRAINING SUPPORT AND PREPAID HOURLY TRAINING SUPPORT

Cancellation Fees. If Licensee cancels any ILT Program order within ten (10) business days prior to commencement, Licensee agrees to pay a 100% cancellation fee for such ILT Program plus any non-cancelable travel expenses. If Licensee cancels any hourly or prepaid hourly Training Support within ten (10) business days prior to commencement of the engagement, Licensee agrees to pay a cancellation fee calculated as 50% of the number of hours in the confirmed resource engagement up to a maximum of twenty (20) hours plus any non-cancelable travel expenses.

Confidential Information. Confidential Information shall be treated according to the terms of a non-disclosure agreement signed by the parties. In the event that no such agreement exists, Confidential Information shall be treated with the same care as the Recipient treats its own Confidential Information.

Intellectual Property. All education course materials are copyrighted by MicroStrategy.

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