

**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 <sup>1</sup>	Public Class Delivery
Multiple customer participants	Not applicable	√
MicroStrategy public training center available <sup>2</sup>	√	√
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 WEB ONLINE TRAINING**

In the event Licensee purchases Web Online Training (as defined below) and subject to all payment of fees, MicroStrategy grants Licensee a non-transferable license to use such Web Online Training. Such license shall be for the sole purpose of training End Users (as defined below) in the use of MicroStrategy products. Licensee shall have the right to use Web Online Training to train up to the number of End Users specified in Licensee’s applicable order. Licensee acknowledges and agrees that it may permanently replace one End User with another if the original End User no longer has access to reports generated by MicroStrategy products. Licensee may add additional End Users by purchasing an additional Web Online Training package. Should MicroStrategy update Web Online Training content, Licensee may purchase such updates at the then-current list price. As used herein, “Web Online Training” shall mean the content and simulation files based on MicroStrategy online web courses customized by MicroStrategy for Licensee using third-party authoring tools. As used herein, “End User” shall mean one identified individual who accesses reports generated by MicroStrategy products, solely in connection with Licensee’s internal business purposes, and not for any development, technical training or other non-business purposes. Additional customization may be purchased under the Terms Applicable to Hourly and Prepaid Hourly Training Support.

**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 15<sup>th</sup> and 30<sup>th</sup> 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 STARTER PACKAGE**

The Starter Package (the “Starter Package”) is comprised of two (2) Global ePEPs (as described in the PEP Program Description located at <http://www.microstrategy.com/licensing>) and one unit of Private Class Delivery (as described above under Terms Applicable to the Instructor-Led Training Program).

**TERMS APPLICABLE TO THE ILT PROGRAM; WEB ONLINE TRAINING; AND 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.