

## MICROSOFT CERTIFICATION PROGRAM AGREEMENT

This Microsoft Certification Program Agreement ("**Agreement**") is an agreement between you ("**you**" or "**your**") and Microsoft Corporation ("**Microsoft**"). The terms and conditions of this Agreement apply to (a) any Microsoft Certifications you have attained, and (b) your participation in the Microsoft Certification Program, including your access and use of any Microsoft Certification Program benefit, Microsoft Certification Name, or any Microsoft Certification Logo that Microsoft makes available to you as part of the Program.

By accessing or using a Microsoft Certification Program benefit, Name, or Logo, you are accepting the current version of this Agreement, the Guidelines (as defined below), and any other applicable terms. The most current version of this Agreement can be reviewed by clicking on the following link: [Program Agreement](#). If you do not accept this Agreement, do not access or use any Microsoft Certification Program benefits, Names, or Logos.

### 1. DEFINITIONS

The following terms will have the following meaning where capitalized herein. All other capitalized terms not defined in this Section 1 shall have the definition assigned to them elsewhere in this Agreement.

- 1.1. "**MCP, MOS, or MCT Member Website**" means the MCP, MOS, or MCT member-only websites currently located at [www.microsoft.com/mcp](http://www.microsoft.com/mcp) (MCP), [www.microsoft.com/mos](http://www.microsoft.com/mos) (MOS), and [www.microsoft.com/mct](http://www.microsoft.com/mct) (MCT) or a successor site designated by Microsoft. The Member Websites provide tools and information about the Program.
- 1.2. "**Microsoft Certification**" means passing the requisite Microsoft Certification Exams and meeting and maintaining compliance with all requirements for entitlement to use the corresponding Name or Logo. The current list of Microsoft Certifications is located at [Microsoft Certifications](#).
- 1.3. "**Microsoft Certification Name**" or "**Name**" means the full or abbreviated title of a specific Microsoft Certification that is used to signify achievement of that Microsoft Certification.
- 1.4. "**Microsoft Certification Exam**" or "**Exam**" means the examinations identified by Microsoft that you must pass to attain Microsoft Certification.
- 1.5. "**Microsoft Certification Logo**" or "**Logo**" means the specific Microsoft Certification logo designated for a specific Microsoft Certification that is currently available online at the MCP, MOS, or MCT Member Websites.
- 1.6. "**Microsoft Certification Program**" or "**Program**" means the Microsoft program that certifies technology professionals' skills in designing, developing, implementing and supporting solutions with a particular Microsoft technology and grants certification to individuals who have complied and continue to comply with all the requirements for the applicable Microsoft Certification.
- 1.7. "**Microsoft Certification Program Logo Usage Guidelines**" or "**Guidelines**" means the current specifications established by Microsoft that those who have achieved Microsoft Certification must agree to abide by in order to use the corresponding Name or Logo.

- 1.8. **“Microsoft Certified Professional”** or **“MCP”** means anyone who achieves and currently holds one or more active Microsoft Certifications.
- 1.9. **“Microsoft Office Certification”** means any of the following Microsoft Certifications: Microsoft Office Specialist (MOS), Microsoft Office Specialist Expert (MOS Expert), and/or Microsoft Office Specialist Master (MOS Master).
- 1.10. **“Microsoft Technical Certification”** means any of the following Microsoft Certifications: Microsoft Technology Associate (MTA), Microsoft Certified Technology Specialist (MCTS), Microsoft Certified IT Professional (MCITP), Microsoft Certified Professional Developer (MCPD), Microsoft Certified Masters (MCM), Microsoft Certified Architect (MCA), Microsoft Certified Learning Consultant (MCLC), Microsoft Certified Professional (MCP), Microsoft Certified Database Administrator (MCDBA), Microsoft Certified Application Developer (MCAD), Microsoft Certified Solution Developer (MCSd), Microsoft Certified Desktop Support Technician (MCDST), Microsoft Certified Trainer (MCT), Microsoft Certified Systems Engineer (MCSE) and/or Microsoft Certified Systems Engineer + Security or Messaging (MCSE + S or MCSE + M), Microsoft Certified Systems Administrator (MCSA), Microsoft Certified Systems Administrators + Security or Messaging (MCSA + S or MCSA + M), and/or MCSA Security Specialization plus recertification. Microsoft may alter or add additional Microsoft Technical Certifications from time to time at its sole discretion.

## 2. MICROSOFT CERTIFICATION

- 2.1. *Obtaining Microsoft Certification.* To obtain a Microsoft Certification and to use the corresponding Name and/or Logo, you must have:
  - a. successfully passed all required exams and satisfy all requirements for the Microsoft Certification. Microsoft Certification requirements are available at [Microsoft Certification](#);
  - b. accepted and agreed to comply with the terms and conditions in this Agreement; and
  - c. accepted and agreed to comply with the Guidelines and all Program requirements.
- 2.2. *Maintaining Microsoft Certification.* To maintain a Microsoft Certification(s) and to use the corresponding Name and/or Logo, you must:
  - a. meet all current requirements for the Microsoft Certification;
  - b. comply with the terms and conditions in the Agreement; and
  - c. comply with the Guidelines and all Program requirements.
- 2.3. *Microsoft Certification Exams.* All Microsoft Certification exams, including exam questions and answers thereto, constitute Microsoft confidential information and are protected by trade secret law and by the Non-Disclosure Agreement and General Terms of Use for Microsoft Certification Exams (**“Exam Agreement”**) and may not be disclosed to or discussed with others or posted or published in any forum or through any medium. Anyone caught violating the Exam Agreement or engaging in fraudulent behavior may be decertified and terminated from the Program and/or permanently ineligible to participate in the Program.

### **3. PROGRAM BENEFITS**

- 3.1. *Program Benefits Provided by Third-Party.* Some of the Program benefits may be provided by a third-party. You understand and agree that your relationship with respect to those benefits are with that third-party directly and not with Microsoft. Microsoft is not responsible for any Program benefit provided by a third-party and Microsoft does not sponsor or endorse the third-party vendors or its services or products.
- 3.2. *Additional Terms.* Program benefits may have additional terms, conditions and licenses. You must accept those additional terms before using any Program benefit and use the Program benefits according to the terms of this Agreement and those additional terms, conditions and licenses. You may not use a Program benefit if you do not agree to any applicable additional terms, conditions and licenses.

### **4. USE OF CERTIFICATION NAMES AND LOGOS**

- 4.1. *Grant of Rights.* Subject to and expressly conditioned upon the successful completion of all requirements for the Microsoft Certification, and provided you comply with this Agreement, the Guidelines and all continuing Microsoft Certification requirements, Microsoft hereby grants you the right to use the corresponding Name(s) and Logo(s) for the active Microsoft Certifications for which you have obtained Microsoft Certification as indicated in your transcript located on the Member Websites.
- 4.2. *Restrictions.* You may not use or reproduce the Name or Logos in any manner whatsoever other than as described in this Agreement and the Guidelines, and in any applicable artwork provided by Microsoft. You will use the Name and Logos in a manner that does not derogate from the rights of Microsoft in the Names and Logos, and will take no action that may interfere with or diminish the rights of Microsoft in the Names or Logos.
- 4.3. *Ownership.* All rights not expressly granted herein are reserved by Microsoft. You acknowledge Microsoft's sole ownership of the Names and Logos, and any associated goodwill, and that Microsoft retains all right, title and interest in and to the Names and Logos.

### **5. PRIVACY**

- 5.1. *Disclosure of Your Personal Information.* You acknowledge and agree that Microsoft collects certain information about you to operate and run the Program. Microsoft uses and protects that information as described in the [Microsoft Online Privacy Statement](#). You also agree that the Microsoft Certifications you have earned and your Program activities may be tracked and associated with your personal information.
- 5.2. *License to Microsoft.* You grant Microsoft the right to publish your name, biographical information, contact information, including web site URLs, Microsoft Certification Names and Microsoft Certification status, in whole or in part, in connection with your participation in the Program.
- 5.3. *Access Code.* You will be assigned a unique 'access code' to your information and data. You may wish to provide others with this access code, your password and a link so that they will have access to your data located on your Microsoft Certification transcript. You acknowledge and agree that if you choose to provide your access code to others they will be able to access and view your personal information and Microsoft Certification data located on your Microsoft

## 6. YOUR RESPONSIBILITIES

### 6.1. *Business Practices.*

- a. You agree that all business you conduct in your capacity as a Microsoft Certified Professional and all services you provide concerning Microsoft technologies will be performed in a manner that (i) does not in any way harm the reputation of Microsoft; (ii) avoids deceptive, misleading, or unethical practices; (iii) avoids making any representations, warranties, or guarantees to customers on behalf of Microsoft for Microsoft technologies or otherwise; (iv) complies with all applicable U.S. export regulations and other applicable governmental laws and regulations; and (v) complies with copyright and other intellectual property and proprietary rights protections for Microsoft software, development tools, and other products.
- b. You may not advertise, promote, or suggest in any manner that the services being provided to customers in connection with the Logos and Names are provided by, sponsored by, or associated with Microsoft, or that you are employed by, affiliated with, or sponsored by Microsoft, except to state that you have successfully completed all requirements for the particular Microsoft Certification you have earned, including having passed the applicable Microsoft Certification Exams for a particular version of a Microsoft technology. During the term of this Agreement, you will insert the following language in each contract under which you provide services involving Microsoft technologies:

*"Microsoft is not a party to this Agreement, and will have no liability whatsoever with respect to the services that are the subject of this contract. The Microsoft Certification Name indicates that I have successfully completed the corresponding Microsoft Certification requirements, which reflect commensurate skills required to implement, utilize, support, and maintain solutions with relevant Microsoft technologies. The services I provide under this contract are not provided, licensed, or sponsored by Microsoft."*

- c. You should note that some states and countries regulate the use of the term "engineer," and you should comply as applicable with any such laws in the event you attain any Microsoft Certification Name related to "Microsoft Certified Systems Engineer".

### 6.2. *Trademark Restrictions.* Nothing in this Agreement authorizes you to use any Microsoft trademarks, service marks, or logos except as expressly referenced in this Agreement.

## **7. CHANGES TO THE PROGRAM**

Microsoft reserves the right to discontinue the Program and to change the Program or any aspect of it at any time, including the right to change the Program requirements and/or Program benefits. Microsoft will notify you of changes by posting them on the MCP Member Website. You are responsible for checking the MCP, MOS, or MCT Member Website regularly for changes. Changes are effective on the date the changes are posted. Changes do not apply retroactively. You agree to comply with the most current version of this Agreement, the Guidelines, and any other applicable requirements located at [Program Agreement](#).

You acknowledge and agree that Microsoft may, at its sole discretion, change Microsoft Certification requirements (both initial and continuing) by posting such changes on the Microsoft Learning website or on the MCP, MOS, or MCT Member Websites. You will be allowed three (3) full calendar months from the date Microsoft posts the changes to comply with any such changed requirements. Your right to use a particular Name or Logo may terminate if you do not meet the most current Microsoft Certification requirements associated with the particular Name or Logo.

## **8. NO WARRANTIES**

MICROSOFT DOES NOT GUARANTEE YOUR SATISFACTION WITH THE PROGRAM OR YOUR RESULTS. MICROSOFT AND ITS AFFILIATES AND SUBSIDIARY CORPORATIONS MAKE NO WARRANTIES REGARDING THE PROGRAM, NAMES OR LOGOS, AND HEREBY DISCLAIMS ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW.

## **9. LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT, ITS AFFILIATES AND THEIR RESPECTIVE SUCCESSORS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE PROGRAM (WHETHER FOR PROGRAM BENEFITS, TERMINATION OR OTHERWISE), YOUR MICROSOFT CERTIFICATION, FAILURE TO ACHIEVE MICROSOFT CERTIFICATION, USE OF OR INABILITY TO USE THE NAMES, OR LOGOS. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, EVEN IF THE PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **10. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Microsoft, its affiliates and their respective successors, directors, officers, employees, and agents from and against any and all third-party claims, demands, costs, liabilities, judgments, losses, expenses and damages (including attorneys' fees) arising out of, in connection with, or related to (a) your participation in the Program; (b) your use of any Name and/or Logo in a manner which is in any way inconsistent with the terms of this Agreement; (c) the performance, promotion, sale, or distribution of your services as a Microsoft Certified Professional; (d) the termination of this Agreement by Microsoft pursuant to the terms herein. In the event Microsoft seeks indemnification from you under this provision, Microsoft will promptly notify you in writing of the claim(s) brought against Microsoft for which it seeks indemnification. Microsoft reserves the right, at its option, to assume full control of the defense of such claim with legal counsel of its choice. If it so undertakes, any settlement of such claim requiring payment from you will be subject to your prior written approval. You will reimburse Microsoft upon demand for any expenses reasonably incurred by Microsoft in defending such a claim, including, without limitation, attorney's fees and costs, as well as any judgment on or settlement of the claim in respect to which the foregoing relates.

## **11. TERMINATION**

- 11.1. *Termination Without Cause.* Either party may terminate this Agreement at any time, with or without cause, on thirty (30) calendar day's prior written notice to the other party.
- 11.2. *Termination For Cause.* Microsoft may immediately terminate this Agreement upon written notice on any of the following events:
- a) you fail to comply with any applicable Microsoft Certification requirements;
  - b) you otherwise fail to comply with any of the terms of this Agreement or the Guidelines;
  - c) you engaged in misappropriation or unauthorized disclosure of any trade secret or confidential information of Microsoft;
  - d) you engaged in any other activities prohibited by law or that compromises the integrity of Microsoft Certifications; or
  - e) a government agency or court finds that services you provided concerning the Microsoft technologies to which your Microsoft Certification relates are defective in any way.
- 11.3. *Automatic Termination.* This Agreement will automatically terminate if you lose your status as a MCP or Microsoft cancels the Program.
- 11.4. *Effects of Termination.* In all events of termination of this Agreement, all rights granted to you under the Program are immediately terminated. You will immediately:
- a) cease all activity relating to the Program;
  - b) stop identifying itself as a participant in the Program;
  - c) cease all use of any Name or Logo and Program benefit; and
  - d) destroy any associated materials that you have received as part of the Program.
- 11.5. *Survival.* Sections 1 and all other definitions herein, 2.3, 3.1, 4.3, 8, 9, 10, 11.5 and 12 will survive termination of this Agreement. You agree that Microsoft and its affiliate and subsidiary corporations will not be liable to you or any third party for costs or damages of any sort resulting from (a) the termination of this Agreement in accordance with its terms, and (b) your suspension from or cancellation of the Program.

## **12. MISCELLANEOUS**

- 12.1. *Notices.* All notices required by this Agreement to be sent to Microsoft must be addressed to the following address:
- Microsoft Certification Program  
Microsoft Corporation  
One Microsoft Way, Redmond, WA 98052-6399
- All notices required or permitted by this Agreement will be sent to you at the most recent e-mail address provided by you. It is your responsibility to keep your contact address (email) information with Microsoft updated.
- 12.2. *No exclusivity.* Your participation in this Program is voluntary. Nothing in this Agreement restricts you from supporting, promoting, distributing or using non-Microsoft technology.
- 12.3. *Relationship.* The parties are independent contractors. This Agreement does not create an employer-employee relationship, partnership, joint venture, or agency relationship, and does

not create a franchise. You may not make any representation, warranty, or promise on Microsoft's behalf.

- 12.4. *Governing law and jurisdiction.* The laws of the State of Washington govern this Agreement. If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts in King County, Washington. If not, the parties consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington.
- 12.5. *Attorneys' fees.* If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees, costs, and other expenses, including the costs and fees incurred on appeal or in a bankruptcy or similar action.
- 12.6. *Severability.* If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.
- 12.7. *No Waiver.* Any delay or failure by Microsoft to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.
- 12.8. *Assignment.* You will not assign, transfer, or sublicense this Agreement, or any right granted under this Agreement, in any manner. Any attempted assignment, transfer, or sublicense, by operation of law or otherwise, will be null and void.

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