

MICROSOFT CERTIFIED TRAINER PROGRAM AGREEMENT

BY ACCEPTING THIS MICROSOFT CERTIFIED TRAINER PROGRAM AGREEMENT, YOU AGREE TO BE BOUND BY THE FOLLOWING GENERAL TERMS, THE MCT PROGRAM GUIDE AND THE MCT PROGRAM WEBSITE WHICH ARE ALL INCORPORATED INTO AND FORM PART OF THIS MCT PROGRAM AGREEMENT (TOGETHER, THE "**MCT AGREEMENT**"). YOU MUST ACCEPT THIS MCT AGREEMENT BEFORE YOU CAN PARTICIPATE IN THE MCT PROGRAM.

GENERAL TERMS

1. DEFINITIONS.

Unless otherwise defined herein, the terms in this MCT Agreement will have the same meaning as defined terms in the Microsoft Certified Professional ("**MCP**") agreement. In addition:

"Access Code" means the unique code that the MCT teaching the Training Session associated with the Microsoft Lab Online can redeem at the specified website to obtain limited-time online access to one (1) particular Microsoft Lab Online.

"Authorized Customers" means Learning Partners and Imagine Academy Program Members.

"Courseware Marketplace" means arvato distribution GmbH's [online global commerce and fulfillment platform](#) where MCTs can search for, purchase, and obtain Microsoft Branded Courses and vouchers.

"Imagine Academy Program Member" means an accredited academic institution that has a current, valid subscription to the Microsoft Imagine Academy Program.

"Learning Partner" means a MPN gold, silver or Microsoft Action Pack level member in good standing that is currently participating in the Learning Program under the MPN Program and its Affiliates associated as a location under its MPN program agreement.

"Microsoft" means Microsoft entity identified in Section 14.10 of this MCT Agreement.

"Microsoft Authorized Reseller" means arvato distribution GmbH.

"Microsoft Branded Courses" means the Microsoft branded courseware on Microsoft services, software, and technologies obtained from Courseware Marketplace in digital and print formats.

"Microsoft Certified Trainer" or "**MCT**" means an individual who is currently a member of the Microsoft Certified Trainer Program under the Microsoft Certified Professional Program who holds the Credential in a particular Microsoft technology and who has the instructional skills and technical qualifications to deliver instructor-led training using Microsoft Branded Courses.

"Microsoft Labs Online" or "**MLO**" means the Microsoft online virtual lab environment associated with a particular MOC title.

"Microsoft Official Course" or "**MOC**" means the student-kit version of the Official Microsoft Learning Product instructor-led courseware known as Microsoft Official Course. To clarify, MOC does not include Hands-on Labs, MLO, First Look Clinics, MS Press books, Trainer Kits, or Virtual Environment components.

"Microsoft Partner Network" or "**MPN**" means the Microsoft Partner Network program.

"Private Training Session" means the instructor-led training classes provided by Microsoft Partner Network members for corporate customers to teach a predefined learning objective using Microsoft Branded Courses. These classes are not advertised or promoted to the general public, and class attendance is restricted to individuals employed by or contracted by the corporate customer.

"Public Training Session" means an instructor-led open enrollment training classes using Microsoft Branded Courses that is offered by an Authorized Customer and delivered to the general public. These classes may be advertised through marketing materials or the Internet and can include Students from one to many organizations and/or individuals not affiliated with a particular company or organization.

"Student" means an individual that attends a Training Session.

"Student Kit" means the student version of the Microsoft Branded Courses and any accompanying materials.

"Term" has the meaning given to it under section 10.1.

"Trainer Kit" means the Microsoft Branded Courses and the accompanying materials that are only for use by MCTs to teach a Training Session using Microsoft Branded Courses. Trainer Kits may include Microsoft PowerPoint presentations, trainer preparation guide, train the trainer materials, classroom setup guide, instructor notes and demonstration guides for the Microsoft Branded Courses.

"Training Sessions" means any Public Training Session, Private Training Session and Virtual Training Session.

"Virtual Environment" means the virtualized environment that consists of one or more virtual hard disk images of Microsoft software titles, supporting and configuration files, content, sample applications, and other components.

"Virtual Training Session" means an online, live instructor-led open enrollment training class using Microsoft Branded Courses that is offered by a Learning Partner and delivered to Students real time via the Internet.

"You" means the individual who meets the requirements listed in this MCT Agreement, who Microsoft accepted into the MCT Program and who has accepted the terms of this MCT Agreement.

2. MCT PROGRAM REQUIREMENTS.

Certain requirements must be met throughout the Term of this MCT Agreement to obtain and maintain MCT status. These requirements are in addition to the responsibilities and obligations outlined in the current MCT Program Guide ("**Guide**").

2.1. **Obtaining MCT Status.** To be eligible to participate in the MCT Program, You must meet all of the following requirements:

- a. Currently hold a qualifying Credential who is an active MCP program member
- b. Possess instructional skills
- c. Provide Microsoft with proof of Your instructional skills
- d. Complete and submit the MCT Program online application form and all requested documentation to Microsoft
- e. Agree to the terms and conditions of this MCT Agreement by selecting "I Accept" and submitting

the current MCT Agreement to Microsoft

f. Pay the applicable MCT Program fee

You will receive an email from Microsoft if Your MCT Program application was approved or not approved.

2.2. MCT Program Benefits.

a. You may receive the benefits as described on the MCT Program website. Benefits may vary based on your credentials and country. Some MCT Program benefits may only be available in English. The benefits available under the MCT Program are solely for Your own use and only while You are an active MCT Program member. The benefits may only be used to teach others how to use or support Microsoft technologies.

b. MCT Program benefits may have additional terms, conditions and licenses. Your use of any MCT Program benefit must comply with those additional terms, conditions and licenses, this MCT Agreement and the Guide. You must

- (i) accept those additional terms, conditions and licenses before using any MCT Program benefit, and
- (ii) use the MCT Program benefits according to those additional terms, except as outlined in Section 2.2 c below (Software & Services Subscription) and this MCT Agreement. You may not use the MCT Program benefit(s) if You do not agree to those additional terms.

c. Software & Services Subscription

(i) If you currently hold a Microsoft Certified Solutions Developer or a Microsoft Certified Solutions Provider Credential in good standing, Microsoft may provide you with one of the "**Software & Services Subscription**" benefits as a MCT Program benefit.

(iii) The software, services, subscriptions, accounts, sites, support, documentation and content obtained through a Software & Services Subscription is only for Your use and solely for You to prepare to teach a Training Session. It may not be used for any other purpose.

(iv) The software obtained through a Software & Services Subscription ("**Software**") is licensed, not sold and is licensed on a per user basis. You may install and run the Software on up to three devices owned by You.

(iii) Restrictions.

1. You may not use the Software or component part thereof:

- in a live operating environment;
- in a staging environment, or with data that has not been backed up; or
- for software development or distribution; or in a software development or test environment.

2. None of the Software may be used in the classroom. It may only be installed and run on devices owned by You and solely for You to prepare to teach a Training Session.

3. You may not share, transfer, resell, assign, rent, lease, lend or sublicense the Software and Services Subscription, any Software or product keys.

(v) Product keys. The Software may require a product key to install or access it. You are responsible for the use of any keys assigned to You.

(vi) YOU ACKNOWLEDGE AND AGREE:

- the use rights and restrictions in this section 2.2 (c) supersede the terms of any Microsoft license agreement that you may encounter in the Software, even if installation or use of that Software requires you "acceptance" of a separate license agreement; and
- You will comply with any additional terms, conditions and licenses that are applicable to, accompany or are included with any of the Software, services, subscriptions, accounts, sites, support, documentation or content obtained through a Software & Services Subscription. The provisions of this MCT Agreement will control in the case of any conflict

between this MCT Agreement and those additional terms conditions and licenses, but solely to the to the extent of any inconsistency.

2.3. Microsoft Branded Courses and Trainer Kit Requirements.

a. You may only use Microsoft Branded Courses and Trainer Kits to prepare and teach (i) Public Training Sessions for Authorized Customers at their business location, (ii) Virtual Training Sessions for Learning Partners, and (iii) Private Training Sessions for MPN members at their business location.

b. Your use of Microsoft Branded Courses and Trainer Kits must strictly comply with the restrictions and guidelines in this MCT Agreement, the Guide and all additional terms, conditions and licenses that are applicable to, accompanies, or is included with the Microsoft Branded Courses and the Trainer Kits. You must accept the additional terms, conditions and licenses before you can use any Microsoft Branded Courses title or Trainer Kit.

c. You will only teach the MOC titles associated with the Credentials You have earned. Your official Microsoft transcript list Your Credentials as well as the MOC titles You are qualified to teach.

You will comply with all Trainer Kit restrictions and requirements, including:

- i. Trainer Kits may only be used for Training Session using Microsoft Branded Courses.
- ii. You may only use the Trainer Kit associated with the Microsoft Branded Courses You are teaching.
- iii. You may not use Trainer Kits or any component thereof in the delivery of non-Microsoft Branded Courses or for any other purpose.
- iv. Trainer Kits may not be distributed to any individual (including Students).

Learning Partners are obligated to provide each Student with one (1) validly licensed copy of the Student Kit for the Microsoft Branded Courses taught in each Training Session. Please notify Microsoft by emailing mlsecure@microsoft.com in the event that the Learning Partner fails to do so.

2.4. Supplemental Materials. You may teach additional content ("**Supplemental Materials**") when teaching a Training Session that uses Microsoft Branded Courses, provided that

- a. the Supplemental Materials are clearly differentiated from the Microsoft Branded Courses;
- b. it is not suggested or implied that the Supplemental Materials are from Microsoft or that Microsoft endorses or recommends the Supplemental Materials,
- c. the Supplement Materials are advertised as third-party Supplemental Materials,
- d. You warrant and represent that any Supplemental Materials used in the Training Session do not and will not infringe or misappropriate any copyright, patent, trade secret, trademark, trade name or other proprietary right held by any third party.
- e. You hereby agree to defend, indemnify, and hold Microsoft harmless from and against any damages, liability, costs, or expenses, including attorneys' fees and costs, arising out of third party claims in connection with such Supplemental Materials.

2.5. Agreements with Third-Parties. You are solely responsible for negotiating, entering into and fulfilling the terms of any and all agreements with customers to prepare and teach any Training Session. Any such agreement will be the sole and exclusive obligation of You and the customer. Microsoft will have no obligation of any kind or nature to You or the customer arising out of or relating to such agreements.

2.6. Customer Satisfaction. You are required to direct Students to submit online evaluations at the conclusion of every Training Session using the training evaluation system designated by Microsoft ("**Training Evaluation Tool**"). You must obtain and maintain a customer satisfaction rating of average or above.

2.7. Confidential Information. At all times during the Term, and for three (3) years thereafter, You will hold in strictest confidence, and will not use or disclose to any third party, any Microsoft Confidential Information. The term "Microsoft Confidential Information" means all non-public information, knowhow and trade secrets in any form that Microsoft has designated as being confidential; or a reasonable person knows or reasonably should understand to be confidential. The following types of information, however marked, are not Microsoft Confidential Information: information that (a) is or becomes publicly available without a breach of this MCT Agreement, (b) was lawfully known to You without an obligation to keep it confidential, or (c) is received from another source who can disclose it lawfully and without an obligation to keep it confidential. Further, You may disclose Microsoft Confidential Information as required by governmental or judicial order, provided You give Microsoft prompt written notice prior to such disclosure, and comply with any protective order (or equivalent) imposed on such disclosure.

2.8. Compliance.

- a. You must remain in full compliance with the most current version of the MCT Agreement, the MCP program agreement and any additional requirements on the MCT Program website throughout the term of this MCT Agreement to remain in the MCT Program.
- b. Microsoft may provide You with access to MCT benefits, Microsoft Branded Courses, Virtual Environments, Software, MLOs, Trainer Kits and content which may have additional terms, conditions, and licenses, which You must accept prior to Your use. You must abide by those additional terms, conditions and licenses when using any MCT benefit, Microsoft Branded Courses, Virtual Environment, Software, MLO, Trainer Kit or other content and Your use constitutes acceptance of any additional terms. The terms in this MCT Agreement supersede any conflicting terms in those additional terms, conditions and licenses, but solely to the extent of any inconsistency.
- c. You may not modify, distribute, copy, transmit, post, display, publish, create derivative works from, or reverse-engineer any Microsoft Branded Courses, Virtual Environments, Software, MLOs, Trainer Kits or other content without prior written permission from Microsoft.
- d. You agree to participate in any on-location or remote inspection and/or audit that Microsoft and/or its designees may conduct. Such audits and/or inspections may include, without limitation: physical on-site audits and inspections regarding Your use of any MCT benefit, Microsoft Branded Courses, Virtual Environments, Software, MLOs, Trainer Kits, Training Session materials, Student rosters, and Training Evaluation Tool results.
- e. You will not engage in any misconduct that could compromise the confidentiality, integrity, or security of Microsoft Certifications or the MCT Program.
- f. You agree to abide by the standards and requirements designed to prevent the piracy and fraudulent use of any Microsoft product, technology or service, including the Microsoft Branded Courses, Virtual Environments, Software, MLOs, Trainer Kits, content, and intellectual property associated with Microsoft technologies and services. Piracy/fraud includes:
 - i. Unauthorized copying, access to, use or distribution of any MCT benefit, Microsoft Branded Courses, Virtual Environments, Software, MLOs, Trainer Kits, Microsoft software, information relating to Microsoft Certification exams, including exam questions and answers, or information and content obtained or accessed under the MCT Program; and
 - ii. Any fraudulent reporting, including Student evaluations.

3. **PRIVACY.**

3.1. **Personal Information.** You acknowledge and agree that Microsoft collects certain information about You to run the MCT Program and that the Credentials You have earned and Your MCT Program activities may be tracked and associated with Your personal information. See the Microsoft Online Privacy Statement for more information on how we may collect and use Your personal information.

3.2. **Use of Personal Information.** You agree that Microsoft may occasionally contact You to invite You to participate in surveys and research.

3.3. **Disclosure of Personal Information.** You grant Microsoft the right to

- a. share Your name, contact information (including email address), employers' company name, the Credentials You have earned and Your status in the MCT Program with:
 - i. other Microsoft programs to verify Your and Your employer's compliance with other Microsoft program requirements, and
 - ii. with Microsoft Affiliates, the Microsoft Authorized Reseller and with the third-party exam delivery providers and testing centers that deliver Microsoft Certification Exams in connection with Your participation in the MCT Program.
- b. publish Your name, biographical information, contact information, including email address and website URLs, Microsoft Certification Credentials and status, and Your employer's company name, in whole or in part in connection with Your participation in the MCT Program.

4. **TRADEMARKS.**

4.1. **Limited Trademark License.**

a. The "**MCT Marks**" are those Microsoft Certified Trainer trademarks and logos as identified in the MCP Credential and Logo Usage Guidelines and MCP logo builder tool. You must be a current MCT Program member in good standing to use the MCT Marks. Microsoft grants You a non-exclusive, nontransferable, limited, revocable, royalty-free license to use the MCT Marks in accordance with the Microsoft Certified Professional Credential and Logo Usage Guidelines solely in connection with Your preparation and teaching of Microsoft Branded Courses provided: (i) You are a current MCT Program member in good standing, and (ii) You are compliant with this Agreement and the Microsoft Certified Professional Credential and Logo Usage Guidelines.

b. Your right to use the MCT Marks will immediately terminate upon expiration or termination of this MCT Agreement or upon Your termination from the MCT Program. Microsoft retains all right, title and interest in and to the MCT Marks. Microsoft reserves all rights not expressly granted in this MCT Agreement. Microsoft is the sole owner of the MCT Marks and all associated intellectual property rights and is the sole beneficiary of any goodwill related to Your use of them.

4.2. **Restrictions.** You may not use or reproduce the MCT Marks in any manner other than as described in the MCP Credential and Logo Usage Guidelines and in any applicable artwork provided by Microsoft. You will use the MCT Marks in a manner that does not derogate from Microsoft's rights in the MCT Marks, and will take no action that may interfere with or diminish Microsoft's rights in the MCT Marks or damage Microsoft's reputation or goodwill in the MCT Marks. You will not use the MCT Marks in a way that may cause confusion about whether any products or services You offer are Microsoft products or services.

5. VIRTUAL ENVIRONMENT.

5.1. **Virtual Use**. You may only use a Virtual Environment to prepare for and teach a Public Training Session teaching the Microsoft Branded Course title associated with that Virtual Environment for Authorized Customers. You may not use the Virtual Environments for any other purpose.

5.2. **Restrictions**. The Virtual Environment has additional terms, conditions and licenses. Your use of any Virtual Environment component is conditional based upon your agreement to the applicable additional terms, conditions, and licenses. If you do not agree to the additional terms, conditions and licenses, you may not use that benefit. You may only use the Virtual Environment as expressly set forth in the related terms, conditions and licenses and the terms and conditions in this MCT Agreement. Without limitation of the foregoing:

- a. You may only access, install, download and use the Virtual Environment listed in the classroom setup guide for the Microsoft Branded Course title that is the subject of the Public Training Session You are teaching. You may not access, install, download or use any other Virtual Environment components.
- b. You may only use the Virtual Environment components as a single unit and You may not separate the Virtual Environment components.
- c. You may install individual copies of the Virtual Environment only on those classroom computers owned or controlled by an Authorized Customer for use by Students while under Your personal supervision, and only while attending the Public Training Session.
- d. You must comply with the following security requirements:
 - Microsoft may deactivate the Virtual Environment's operating system. Before making any such Virtual Environment available to Students, You will obtain from Microsoft a product key for the operating system software component for each Virtual Environment and will activate such software with Microsoft using such product keys.
 - You may not install the Virtual Environment on more classroom computers than the number of Students enrolled in the Public Training Session.
 - You may not allow any third-party to download or copy the Virtual Environment and any of its components. You must strictly comply with the additional terms, conditions, licenses and the Microsoft instructions relating to installation, use, activation, deactivation and security of Virtual Environment.
 - You may not modify the Virtual Environment or any of its components except You may make changes to configurations (e.g., mouse) and settings that a normal end user would make to enhance their computing experience.

5.3. **Access** Microsoft reserves the right to discontinue providing You with access to or use of the Virtual Environment, its components and the Microsoft Learning Download Center at any time for no reason.

6. RESERVATION OF RIGHTS

Microsoft owns all right, title and interest in and to the MCT Marks, Microsoft Branded Courseware, MLOs, Software, Trainer Kits, Virtual Environments, and other content, documentation, information and materials obtained via the MCT Program. The MCT Marks, Microsoft Branded Courseware, MLOs, Software, Trainer Kits, Virtual Environments, and other content, documentation, information and materials obtained via the MCT Program are licensed not sold. Microsoft reserves all rights not expressly granted in this MCT Agreement. No additional rights or licenses whatsoever (including, without limitation, any implied

licenses, or any license under trademark or patent rights) are granted by implication, estoppel, or otherwise.

7. CONDUCTING BUSINESS

7.1. **Business Practices.** You will conduct all business in Your capacity as an MCT in a manner that:

- a. does not in any way adversely impact Microsoft's reputation;
- b. avoids deceptive, misleading, or unethical practices;
- c. complies with all applicable laws, regulations and ordinances (including export laws and regulations);
- d. complies with copyright and other intellectual property and proprietary rights protections; and
- e. complies with the terms and conditions in this MCT Agreement.

7.2. **Trademark Restrictions.** Nothing in this MCT Agreement authorizes You to use any Microsoft trademarks, service marks, or logos except as expressly referenced in this MCT Agreement.

7.3. **Participation in Online Newsgroups.** You agree that Your participation in any MCT communication activities such as newsgroups, forums, bulletin boards, and online chats that Microsoft may provide will be done in accordance with all terms of use and code of conduct applicable for such sites.

7.4. **No Endorsement.** You may not advertise, imply, or suggest in any manner that You are employed by, affiliated with, endorsed or sponsored by Microsoft except to state, if true and consistent with the terms of this MCT Agreement, that You have successfully completed all requirements to deliver Microsoft Branded Courses. You may not make any representations, warranties, or promises on behalf of Microsoft. During the term of this MCT Agreement, You will insert the following language in any contract pursuant to which You, acting as a MCT, will provide training on Microsoft software and technologies:

"Microsoft is not a party to this contract and will have no liability or obligations whatsoever with respect to the services that are the subject of this contract. The Microsoft Certified Trainer title designates that I have successfully completed Microsoft's corresponding certification and program requirements that reflect the skills required to deliver certain Microsoft courseware. I am solely responsible for the services provided under this contract and the services I provide are not sponsored by Microsoft."

7.5. **Anti-Piracy.** You will take all available steps to protect Microsoft's intellectual property and You will not engage in any fraud or infringement of Microsoft's intellectual property in any form. This includes unauthorized reproduction, distribution, or use of Microsoft software, products or technologies. You will promptly notify Microsoft at tctips@microsoft.com (or such other contact information specified by Microsoft from time to time) of any suspected counterfeiting, piracy or other infringement of Microsoft intellectual property and you will cooperate with Microsoft in the investigation.

8. CHANGES TO THE MCT PROGRAM.

Microsoft reserves the right to discontinue the MCT Program, to change the MCT Program or any aspect of it at any time, including the MCT Program requirements and benefits. Microsoft will give You sixty (60) days' written notice if Microsoft intends to discontinue the MCT Program. These notices will be sent to the email or address provided by You in Your MCT Program application. All other changes will be posted on the MCT Program website. You are responsible for checking the MCT Program website regularly for changes. Changes are effective on the date the changes are posted. Changes do not apply retroactively. If You do

not agree to the changes, Your sole remedy is to terminate Your MCT Agreement and Your participation in the MCT Program.

9. AUDITS.

During the Term of this MCT Agreement and for three (3) years thereafter, Microsoft reserves the right to audit all aspects of Your participation in the MCT Program to verify statements issued by You, including Your technical knowledge and instruction skills, Your compliance with this MCT Agreement, Program Guide and all licenses, and other terms that are applicable to, accompanies or is included with any MCT benefit, Microsoft Branded Courses, Virtual Environment component, MLO, Trainer Kit and other content. The audit may also include review of the Student rosters for the Training Sessions taught by You. It is Your responsibility to keep and maintain all usual and proper documentation that indicate Your compliance with all such requirements. In the event You are audited, You will receive an audit letter from the MCT Program administrators requesting specific information. You agree to furnish the information and documents requested by the date stated on the audit letter and to fully participate and assist in any audit performed by Microsoft or its designees and to provide access to all requested records, information, and facilities. You will secure all necessary rights required to perform an audit under this MCT Agreement, including rights for You to share Students' and customers' personal information with Microsoft. By invoking the rights and procedures described above, Microsoft does not waive its right to enforce the MCT Agreement or to protect its intellectual property by any other means permitted by law.

10. TERM AND TERMINATION.

10.1. **Term**: This MCT Agreement is effective as of the Effective Date and will automatically terminate one (1) year from the Effective Date ("**Term**"), unless terminated earlier in accordance with this MCT Agreement.

10.2. **Renewal**. This MCT Agreement will not renew automatically. Microsoft has no obligation to renew Your MCT Program membership or enter into a new MCT agreement with You. You are ineligible to re-enroll in the MCT Program if previously terminated for cause.

10.3. **Termination without Cause**. Either party may terminate this MCT Agreement at any time, without cause, on 30 days' prior written notice.

10.4. **Automatic Termination**. Should You lose Your status as a MCT or MCP during the term of this MCT Agreement, this MCT Agreement will automatically terminate.

10.5. **Termination with Cause**. Microsoft, at its sole discretion, may immediately terminate this MCT Agreement if:

- a. You fail to comply with any of the terms and conditions in this MCT Agreement or the Program Guide,
- b. You fail to comply with the terms governing the use of the MCT Marks,
- c. You intentionally falsified Your instructional presentation skills, or You do not provide Microsoft with proof of Your instructional skills when requested,
- d. You fraudulently report Your Training Evaluation Tool customer/Student evaluations or if Your dissatisfied rating exceeds 10% for six consecutive months in Your Training Evaluation Tool evaluations,
- e. You engage in misappropriation or unauthorized disclosure of any trade secret or Microsoft Confidential Information or pirate any Microsoft software, technology or product, or otherwise infringe any other intellectual property right of Microsoft;

- f. You engage in activities prohibited by law or that compromises the integrity of the MCT certification;
- g. a government agency or court finds that services You provided concerning the Microsoft Branded Courses are defective in any way, or
- h. You misrepresent Your certification status or relationship with Microsoft. Depending on the severity of noncompliance, You may also be permanently decertified and terminated from the MCT and MCP programs. If this happens, You will also permanently lose Your MCT and MCP Credentials. This strict application of certification requirements is intended to protect the majority of MCTs who abide by the certification requirements.

10.6. **Effect of Termination.** In all events of expiration or termination of this MCT Agreement, Your membership in the MCT Program is terminated and all rights granted to You under the MCT Program are immediately terminated. You must immediately:

- a. Cease all activity relating to the MCT Program;
- b. Cease all use of the MCT Marks;
- c. Cease all access to and use of, uninstall and destroy all copies of all Trainer Kits, Virtual Environments and its components, Software and content provided to You as a result of Your participation in the MCT Program;
- d. Stop identifying itself as a participant in the MCT Program;
- e. Cease teaching MOC titles;
- f. Discontinue all uses of any MCT Program benefit; and
- g. Cease all access to the Microsoft Learning Download Center and the MCT website.

Within 10 days after expiration or termination of this MCT Agreement, You must permanently delete and destroy all Trainer Kits, Software, content and Virtual Environments and its components from all Your devices. Upon request, You will provide Microsoft with a signed certificate of destruction. Microsoft will not be liable to You or any third party for costs or damages of any sort resulting from (a) the termination of this MCT Agreement in accordance with its terms, (b) Your termination from the MCT Program, or (c) changes to the MCT Program or the MCT Program benefits.

10.7. **Waiver of Rights and Obligations.** You hereby agree to disclaim and waive all obligations or requirements under applicable law to the extent that prior judicial approval is required for termination of this MCT Agreement.

10.8. **Survival.** Section 1 Definitions and all defined terms herein and Sections 2.4 (d) and (e) Supplemental Materials, 2.7 Confidential Information, 4.1(b) Trademark License, .6 Reservation of Rights, 10.6 Effect of Termination, 10.7 Waiver of Rights and Obligations, 10.8 Survival, 11 Disclaimer of Warranties, 12 Limitation of Liability, 13 Indemnification and 14 Miscellaneous will survive the expiration or termination of this MCT Agreement and Section 9 Audits will survive for 3 years.

11. DISCLAIMER OF WARRANTIES.

EXCEPT AS PROVIDED HEREIN, MICROSOFT DOES NOT GUARANTEE YOUR SATISFACTION WITH THE MCT PROGRAM, OR YOUR RESULTS. THE MCT PROGRAM AND ITS BENEFITS ARE PROVIDED "AS-IS," AND AS AVAILABLE WITHOUT WARRANTIES OF ANY KIND. MICROSOFT EXPRESSLY DISCLAIMS ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND SUPPLIERS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MICROSOFT OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATES IN ANY WAY TO THIS MCT AGREEMENT, THE MCT PROGRAM OR THE USE OF OR INABILITY TO USE ANY MCT PROGRAM BENEFIT. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, EVEN IF MICROSOFT HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

13. INDEMNIFICATION.

You will at Your own expense and at Microsoft's request, defend, indemnify, and hold Microsoft, its Affiliates and their respective successors, officers, directors, employees and agents harmless from and against any and all third-party demands, claims, and/or liabilities ("**Claims**") related to: (a) the promotion, sale, performance, or distribution of Your services as an MCT; (b) Your use of the MCT Marks in a manner which is in any way inconsistent with the terms of this MCT Agreement, (c) Microsoft's termination of Your Microsoft certification or of this MCT Agreement pursuant to the terms and conditions hereof, (d) Your infringement, misuse or misappropriation of any third-party IP or personal rights; or (e) Your failure to comply with applicable laws, rules or regulations. In the event Microsoft seeks indemnification from You under this provision, Microsoft will provide reasonably prompt notice in writing of the Claim(s) against Microsoft. Microsoft reserves the right, at its option, to assume full control of the defense of any such Claim with legal counsel of its choice or to tender the defense to You and have legal counsel of its choice monitor the defense. If Microsoft assumes full control of the defense of any such claim, any settlement of that Claim requiring payment from You will be subject to Your prior written approval, which approval will not be unreasonably withheld. You will reimburse Microsoft promptly upon demand for any expenses reasonably incurred by Microsoft in defending any such Claim, including, without limitation, its attorneys' fees and costs, as well as any judgment on or settlement of the Claim.

14. MISCELLANEOUS

14.1. **Notices.** Notices may be provided by electronic or physical mail. Notices to Microsoft should be sent to the appropriate Microsoft contracting entity identified in Section 14.10 (Microsoft Contracting Entity) to the attention of the Microsoft Certified Trainer program. All notices to You in connection with this MCT Agreement will be sent to You at the email address in Your MCT Program application. It is Your responsibility to keep Your contact address (email and shipping) information with us updated.

14.2. **Severability.** If any court of competent jurisdiction determines that any provision of this MCT Agreement is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

14.3. **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.

14.4. **Non-Exclusivity.** Your participation in the MCT Program is voluntary. Nothing in this MCT Agreement restricts You from teaching, supporting, promoting, distributing or using non-Microsoft technology.

14.5. **Export Restrictions.** You acknowledge that the Microsoft products and software are of U.S. origin. You agree to comply with all applicable international and national laws that apply to these products and software, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft products, see <http://www.microsoft.com/exporting/>.

14.6 **Relationship.** Each party is independent of the other party. This MCT Agreement does not create an exclusive relationship between the parties. This MCT Agreement does not create an employer-employee relationship, partnership, joint venture, or agency relationship, does not create a franchise. You may not (a) bind Microsoft, (b) vary any Microsoft terms, conditions, warranties, or covenants, or (c) create or purport to create in favor of any person any rights that Microsoft has not previously authorized in writing.

14.7 **Assignment.** You may not assign this Agreement, or assign, sublicense or transfer any rights or obligations hereunder, whether by operation of contract, law or otherwise, and any attempted assignment by You in violation of this section will be void.

14.8. **Entire Agreement.** The terms and conditions of the most current version of the MCP program agreement are incorporated into and form part of this Agreement. To avoid doubt, the incorporated terms include terms of general application in the MCP program agreement (including terms concerning Applicable Law, Attorney Fees, Relationship and Assignment are included therein insofar as such general terms are relevant to this Agreement. This Agreement (including referenced incorporated agreements) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement will not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by duly authorized representatives of the parties.

14.9. **Order of Precedence** In the event of conflict between the MCP program agreement and this MCT Agreement, this MCT Agreement will control.

14.10. **Microsoft Contracting Entity.** The Microsoft contracting entity for this MCT Agreement is determined by the country or region where you are located. See details below:

14.10.1. The Microsoft entity for the following countries or regions is indicated below: Anguilla, Antarctica, Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bermuda, Bolivia, Bonaire, Brazil, British Virgin Islands, Canada, Cayman Islands, Chile, Colombia, Costa Rica, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, French Guiana, Grenada, Guadeloupe, Guam, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mexico, Montserrat, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Saba, Sint Eustatius, Sint Maarten, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Saint Pierre and Miquelon, Saint Vincent and the Grenadines, Suriname, Trinidad and Tobago, Turks and Caicos Islands, United States, Uruguay, Venezuela and Virgin Islands :

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052 USA

14.10.2. The Microsoft entity for the following countries or regions is indicated below: Afghanistan, Aland Islands, Albania, Algeria, Andorra, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Benin, Bosnia and Herzegovina, Botswana, Bouvet Island, Bulgaria, Burkina Faso, Burundi, Cabo Verde, Cameroon, Central African Republic, Chad, Channel Islands, Comoros, Côte d'Ivoire, Croatia, Cyprus, Czech Republic, Democratic Republic of the Congo, Denmark, Djibouti, Equatorial Guinea, Egypt, Eritrea, Estonia, Ethiopia, Faroe Islands, Finland, France, French Polynesia, Gabon, Gambia, The Gaza Strip, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Guinea, Guinea Bissau, Hungary, Iceland, Iraq, Ireland, Isle of Man, Israel, Italy, Jordan, Kazakhstan, Kenya, Kosovo, Kuwait, Kyrgyzstan, Latvia, Lebanon, Lesotho, Liberia, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Mayotte, Moldova, Monaco, Mongolia, Montenegro, Morocco, Mozambique, Namibia, Netherlands, New Caledonia, Niger, Nigeria, Norway, Oman, Pakistan, Poland, Portugal, Qatar, Reunion, Romania, Russia, Rwanda, San Marino, São Tomé and Príncipe, Saudi Arabia, Senegal, Serbia, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, South Africa, Spain, St. Helena, Svalbard and Jan Mayen, Swaziland, Sweden, Switzerland, Tajikistan, Tanzania, Togo, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Vatican City, West Bank, Western Sahara, Yemen, Zambia and Zimbabwe:

Microsoft Ireland Operations Limited
The Atrium, Block B, Carmenhall Road
Sandyford Industrial Estate
Dublin, 18, Ireland

14.10.3. The Microsoft entity for the following countries or regions is indicated below: Australia, Bangladesh, Bhutan, British Indian Ocean Territory, Brunei, Cambodia, Cook Islands, Democratic Republic of Timor-Leste, Fiji, French Polynesia, French Southern Territories, Hong Kong SAR, Indonesia, Kiribati, Lao Peoples Democratic Republic, Macao, Malaysia, Maldives, Marshall Islands, Mayotte, Micronesia, Nauru, Myanmar, Nepal, New Zealand, Niue, Northern Mariana Islands, Palau, Papua New Guinea, Philippines, Pitcairn, Samoa, Singapore, Solomon Islands, Sri Lanka, Thailand, Timor-Leste, Tokelau, Tonga, Tuvalu, Wallis and Futuna Islands, Vanuatu and Vietnam:

Microsoft Regional Sales Corporation
438B Alexandra Road #04-09/12
Block B, Alexandra Technopark
Singapore 119968

14.10.4. The Microsoft entity for India is:

Microsoft Corporation India Pvt. Ltd.
Level 10, Tower C,
DLF EPITOME – Building No. 5
DLF Cyber City, Phase III
Gurgaon 122002

14.10.5. The Microsoft entity for Japan is:

Microsoft Japan Co., Ltd
Shinagawa Grand Central Tower
2-16-3 Konan, Minato-Ku

Tokyo, Japan 108-0075

14.10.6. The Microsoft entity for Taiwan is:

Microsoft Taiwan Corporation
8F, No 7, Sungren Rd.
Shinyi Chiu, Taipei
Taiwan 110

14.10.7. The Microsoft entity for the People's Republic of China is:

Microsoft (China) Company Limited
1st Floor, Microsoft Tower, LSH Plaza,
8 Wangjing Street, Chaoyang District, Beijing
100102, PRC

14.10.8. The Microsoft entity for the Republic of Korea is:

Microsoft Korea, Inc
15F, Tower A, The K-Twin Towers
50, Jongno 1 gil, Jongno-gu
Seoul, Korea, 110-150

14.11. **Applicable law.** Applicable law, jurisdiction and venue for this MCT Agreement are identified below. This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief for a violation of intellectual property rights, confidentiality obligations or enforcement of recognition of any award or order. Injunctive relief or enforcement of recognition may be sought in any appropriate jurisdiction.

a. **Generally.** Except as provided in Section 14.11 (b), the laws of the State of Washington govern this MCT 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.

b. **Other terms.** If Your principal place of business is in one of the countries or regions listed below, the corresponding provision applies and supersedes Section 14.11 (a) to the extent that it is inconsistent:

i. If Your principal place of business is in Australia and its external territories, Bangladesh, Bhutan, British Indian Ocean Territory, Brunei, Cambodia, Cook Islands, Democratic Republic of Timor-Leste, Fiji, French Polynesia, French Southern Territories, Hong Kong SAR, India, Indonesia, Kiribati, Lao Peoples Democratic Republic, Macao, Malaysia, Maldives, Marshall Islands, Mayotte, Micronesia, Myanmar, Nauru, Nepal, New Zealand, Niue, Northern Mariana Islands, Palau, Papua New Guinea, Philippines, Pitcairn, Samoa, Singapore, Solomon Islands, Sri Lanka, Thailand, Timor-Leste, Tokelau, Tonga, Tuvalu, Wallis and Futuna Islands, Vanuatu or Vietnam, this Agreement is construed and controlled by the laws of Singapore.

a. If Your principal place of business is in Australia or its external territories, Brunei, Malaysia, New Zealand or Singapore, You consents to the non-exclusive jurisdiction of the Singapore courts.

b. If Your principal place of business is in Bangladesh, Hong Kong S.A.R., India, Indonesia, Macao S.A.R., Philippines, Sri Lanka, Thailand or Vietnam, any dispute arising out of or in connection with this MCT Agreement, including any question regarding its existence, validity

or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC**"), which rules are deemed to be incorporated by reference into this section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon in Bangladesh, India, Indonesia, Philippines, Sri Lanka, Thailand or Vietnam (as appropriate), or elsewhere. If Your principal place of business is in India, the courts of New Delhi will have exclusive jurisdiction to entertain any suits relating to enforcement of the award and/or for award of any interim protection.

- ii. If Your principal place of business is in Japan, the following applies: The MCT Agreement will be construed and controlled by the laws of Japan. You consent to exclusive original jurisdiction and venue in the Tokyo District Court.
- iii. If Your principal place of business is in Afghanistan, Aland Islands, Albania, Algeria, Andorra, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Benin, Bosnia and Herzegovina, Botswana, Bouvet Island, Bulgaria, Burkina Faso, Burundi, Cabo Verde, Cameroon, Central African Republic, Chad, Channel Islands, Comoros, Côte d'Ivoire, Croatia, Cyprus, Czech Republic, Democratic Republic of the Congo, Denmark, Djibouti, Equatorial Guinea, Egypt, Eritrea, Estonia, Ethiopia, Faroe Islands, Finland, France, French Polynesia, Gabon, Gambia, The Gaza Strip, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Guinea, Guinea Bissau, Hungary, Iceland, Iraq, Ireland, Isle of Man, Israel, Italy, Jordan, Kazakhstan, Kenya, Kosovo, Kuwait, Kyrgyzstan, Latvia, Lebanon, Lesotho, Liberia, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Mayotte, Moldova, Monaco, Mongolia, Montenegro, Morocco, Mozambique, Namibia, Netherlands, New Caledonia, Niger, Nigeria, Norway, Oman, Pakistan, Poland, Portugal, Qatar, Reunion, Romania, Russia, Rwanda, San Marino, São Tomé and Príncipe, Saudi Arabia, Senegal, Serbia, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, South Africa, Spain, St. Helena, Svalbard and Jan Mayen, Swaziland, Sweden, Switzerland, Tajikistan, Tanzania, Togo, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Vatican City, West Bank, Western Sahara, Yemen, Zambia or Zimbabwe this MCT Agreement is governed by and construed according to the laws of Ireland. You consent to the jurisdiction of and venue in the Irish courts in all disputes relating to this MCT Agreement.
- iv. If Your principal place of business is in the People's Republic of China, the following applies. For purpose of this MCT Agreement, the People's Republic of China does not include Hong Kong SAR, Macao SAR, or Taiwan:

The MCT Agreement will be construed and controlled by the laws of the People's Republic of China. You consent to submit any dispute relating to the MCT Agreement to binding arbitration. The arbitration will be at the China International Economic and Trade Arbitration Commission in Beijing ("CIETAC") according to its then current rules.
- v. If Your principal place of business is in Colombia or Uruguay, the following applies:

All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this MCT Agreement will be settled by arbitration. The arbitration will be according to the UNCITRAL Arbitration Rules as presently in force. The appointing authority

will be the International Chamber of Commerce ("ICC") acting according to the rules adopted by the ICC for this purpose. The place of arbitration will be Seattle, Washington, U.S.A. There will only be one arbitrator. The award will be in law and not in equity and will be final and binding on the parties. The parties hereto irrevocably agree to submit all matters and disputes arising in connection with this agreement to arbitration in Seattle, Washington, U.S.A.

- vi. If Your principal place of business is in Republic of Korea, the following applies:
The MCT Agreement will be construed and controlled by the laws of Republic of Korea. You consent to the exclusive original jurisdiction and venue in the Seoul Central District Court.

- vii. If Your principal place of business is in Taiwan, the following applies:
The terms of this MCT Agreement will be governed by and construed according to the laws of Republic of China. The parties hereby designate the Taipei District Court as the court of first instance having jurisdiction over any disputes arising out of or in connection with this MCT Agreement.

14.12. **Modification/Prior MCT Agreements**. This MCT Agreement may not be modified except in a writing signed by authorized representatives of both parties. This MCT Agreement supersedes any prior written or oral agreements between the parties with regard to the subject matter herein, including any prior MCT Agreements.