

MICROSOFT CERTIFIED TRAINER PROGRAM AGREEMENT

This Microsoft Certified Trainer (“MCT”) Program Agreement (“MCT Agreement”) is a legal document between Microsoft and You regarding your participation in the Microsoft Certified Trainer Program (“MCT Program”). Please read this MCT Agreement carefully. You will be asked to accept the terms of this MCT Agreement to enroll and participate in the MCT Program. **BY SELECTING “I ACCEPT” BELOW, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THE PROGRAM GUIDE AND THE PROGRAM WEBSITE. THE PROGRAM GUIDE AND PROGRAM WEBSITE ARE INCORPORATED INTO AND FORM PART OF THIS AGREEMENT. YOU MUST ACCEPT THIS AGREEMENT BEFORE YOU CAN PARTICIPATE IN THE MCT PROGRAM. IF YOU DO NOT AGREE, DO NOT SELECT “I ACCEPT”.**

THIS AGREEMENT IS EFFECTIVE ON THE DATE MICROSOFT PROVIDES YOU WITH WRITTEN CONFIRMATION THAT YOU HAVE BEEN ACCEPTED IN THE MCT PROGRAM (“EFFECTIVE DATE”).

AGREEMENT

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:
 - 1.1. **“Access Code”** means the unique code that the MCT teaching the Training Session associated with the Microsoft Lab Online can redeem at the specified Microsoft website to obtain limited-time online access to one (1) particular Microsoft Lab Online.
 - 1.2. **“Authorized Customers”** means Learning Partners, IT Academy members, and other entities approved in writing by Microsoft.
 - 1.3. **“Competency”** means the requirements a MCT must meet to teach a particular Microsoft Courseware title.
 - 1.4. **“IT Academy”** means an accredited academic institution that is a current member of Microsoft IT Academy MCT Program.
 - 1.5. **“Learning Partner”** means a silver or gold level MPN member in good standing that currently hold and maintain an active Learning Competency status under the MPN Program and its Affiliates associated as a location under its MPN program agreement.
 - 1.6. **“Microsoft”** means Microsoft entity identified in Section 14.8 of this MCT Agreement.
 - 1.7. **“Microsoft Authorized Reseller”** means arvato distribution GmbH.
 - 1.8. **“Microsoft Certified Trainer”** or **“MCT”** means an individual who is currently a member of the Microsoft Certified Trainer Program under the Microsoft Certification Program who holds the Competency to teach a particular Microsoft technology and who has the instructional skills and technical qualifications to deliver instructor-led training using Microsoft Courseware.
 - 1.9. **“Microsoft Courseware”** means the Microsoft-branded instructor-led training course licensed from Microsoft that educates individuals on Microsoft services, software or technologies.

- 1.10. **“Microsoft Labs Online”** or **“MLO”** means the Microsoft online virtual lab environment associated with a particular MOC title.
- 1.11. **“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.
- 1.12. **“Microsoft Partner Network”** or **“MPN”** means the Microsoft Partner Network program.
- 1.13. **“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 Courseware. 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.
- 1.14. **“Public Training Session”** means an instructor-led open enrollment training classes using Microsoft Courseware 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.
- 1.15. **“Student”** means an individual that attends a Training Session.
- 1.16. **“Student Kit”** means the student version of the Microsoft Courseware and any accompanying materials.
- 1.17. **“Trainer Kit”** means the Microsoft Courseware and the accompanying materials that are only for use by MCTs to teach a Training Session using Microsoft Courseware. 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 Courseware.
- 1.18. **“Training Sessions”** means any Public Training Session, Private Training Session and Virtual Training Session.
- 1.19. **“You”** means the individual who meets the eligibility requirements listed in this MCT Agreement, who Microsoft accepted into the MCT Program and who has accepted the terms of this MCT Agreement.
- 1.20. **“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 and sample applications for use solely when teaching an Authorized Training Session.
- 1.21. **“Virtual Training Session”** means an online, live instructor-led open enrollment training class using Microsoft Courseware that is offered by a Learning Partner and delivered to Students real-time via the Internet.

2. **MCT 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**”). If You fail to meet these requirements, You may be terminated from the MCT Program and all rights granted under the MCT Program will be immediately revoked.

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

- a. satisfy all enrollment requirements described in the current version of the Guide;
- b. complete and submit to Microsoft the online MCT Program application and all requested documentation;
- c. agree to the terms and conditions of this MCT Agreement by selecting “I Accept” and submitting the current MCT Program agreement to Microsoft.;
- d. pay the applicable MCT Program fee; and
- e. You received an email from Microsoft that your MCT Program application was approved (You will also receive an email if your application was 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.
- 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), this Agreement and Guide. You may not use the MCT Program benefit(s) if You do not agree to those additional terms.
- c. MCT Software & Services Subscription.
 - i. As a MCT Program benefit, Microsoft may provide You with the one set of the benefits described on the MCT Program benefit website as “**Software & Services Subscription**”. You must currently hold a Microsoft Certified Solutions Developer or a Microsoft Certified Solutions Provider Credential to receive the MCT Developer Software & Services Subscription.
 - ii. License Grant. The Software and Services Subscription is licensed to You on a per user basis. You may install, use or access the Software & Services Subscription (or component parts thereof) on up to three devices owned by You solely for You to prepare to teach Training Sessions.
 - iii. License Restrictions.
 1. You may not use the Software and Services Subscription (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 and/or test environment.
 2. The Software and Services Subscription (or any component part thereof) may not be used in the classroom or for any purpose. Microsoft reserves all rights in and to the Software and Services Subscription not expressly granted by Microsoft.

3. You may not share, transfer, resell, or assign the Software and Services Subscription (or component parts thereof), any software keys or your license to use the Software and Services Subscription.
- iv. Product keys. The Software and Services Subscription may require a key to install or access it. You are responsible for the use of any keys assigned to You.
- v. **YOU ACKNOWLEDGE AND AGREE:**
 - that in order to install or access the Software & Services Subscription (or components parts thereof), You may be required to accept license terms and conditions that are inconsistent with the use rights in section 2.2 c. ii above;
 - the use rights in section 2.2 c. ii above supersede the license terms and/or use conditions that may be displayed to you while installing or accessing any part of the Software & Services Subscription benefit; and,
 - the license grant in Section 2.2c.ii above governs Your use of the Software and Services Subscription (and components parts thereof) even if installation, use or access of any component of the Software and Services Subscription requires “acceptance” of separate license terms or use conditions.
- vi. If there is a conflict between the terms of this Agreement and any other license terms or use conditions the terms of this Agreement shall control but solely for this Agreement and solely to the extent of any inconsistency.

2.3. Microsoft Courseware and Trainer Kit Requirements.

- a. You may only use Microsoft Courseware and Trainer Kits to prepare and teach (i) Public Training Sessions for Learning Partners and IT Academy members 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 Courseware and Trainer Kits will strictly comply with the restrictions and guidelines in this MCT Agreement and the Guide and all additional terms, conditions and licenses that are applicable to, accompanies, or is included with the Microsoft Courseware and the Trainer Kits. You must accept the additional terms, conditions and licenses before using any Microsoft Courseware title or Trainer Kit;
- c. You will only teach the Microsoft Courseware titles associated with the Microsoft Certification & the [Competencies](#) You have earned as listed in your Microsoft transcript; and
- d. You will comply with all Trainer Kit restrictions and requirements, including:
 - i. Trainer Kits may only be used for Training Session using Microsoft Courseware.
 - ii. You may only use the Trainer Kit associated with the Microsoft Courseware You are teaching.
 - iii. You may not use Trainer Kits or any component thereof in the delivery of non-Microsoft Courseware or for any other purpose.
 - iv. Trainer Kits may not be distributed to any individual.

Learning Partners are obligated to provide each Student with one (1) validly licensed copy of the Student Kit for the Microsoft Courseware 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 Courseware, provided that
- a. the Supplemental Materials are clearly differentiated from the Microsoft Courseware;
 - 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 modified 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, know-how 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 will remain in full compliance with the most current version of the MCT Agreement, the Guide and any additional requirements on the MCT Program website throughout the Term of this MCT Agreement.
- b. You will only teach the MOC titles associated with the Microsoft Certification Competencies You have earned. A list of MOC titles associated with each Competency is available in your official Microsoft transcript. Your transcript will also list your credentials as well as the MOC titles You are qualified to teach.
- c. Microsoft may provide You with access to MCT benefits, Microsoft Courseware, Virtual Environment components, MLOs, Trainer Kits and other content which may have additional terms, conditions, and licenses. You must accept and abide by the additional terms before using any MCT benefit, Microsoft Courseware, Virtual Environment component, MLO, Trainer Kit or other content and your use constitutes acceptance of any additional terms. You may not use the MCT benefit, Microsoft Courseware, Virtual Environment components, MLOs, Trainer Kits and other content if You do not agree to these terms.

- d. You may not modify, distribute, copy, transmit, post, display, publish, create derivative works from, or reverse-engineer any Microsoft Courseware, Virtual Environment component, MLO, Trainer Kit or other content without expressed prior written permission from Microsoft.
- e. 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 Courseware, Virtual Environment components, MLOs, Trainer Kits, Training Session materials, Student rosters, and Training Evaluation Tool results.
- f. You will not engage in any misconduct that could compromise the confidentiality, integrity, or security of Microsoft Certifications or the MCT Program.
- g. You agree to abide by the standards and/or requirements designed to prevent the piracy and/or fraudulent use of any component of any MCT benefit, the Microsoft Courseware, Virtual Environment, MLOs, Trainer Kits and other content and intellectual property associated with Microsoft technologies and services. Piracy/fraud includes:
 - i. Unauthorized copying, use or distribution of any component of MCT benefit, Microsoft Courseware, Virtual Environment, MLO, Trainer Kit, Microsoft software, information relating to Microsoft Certification exams, including exam questions and answers, or information and content obtained or accessed under the MCT Program.
 - 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 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. **MCT TITLE, LOGO AND ACCESS CODE.**

- 4.1. *Grant.* Subject to and expressly conditioned upon your successful completion of all MCT Program requirements and your continued compliance with the terms and conditions of this MCT Agreement and Microsoft Certification requirements, Microsoft hereby grants You the right to use the Microsoft Certified Trainer designation and MCT Logo in accordance with the Microsoft Certified Professional Credential and Logo Usage Guidelines and/or in any applicable artwork provided by Microsoft solely in connection with your preparation and teaching of Microsoft Courseware. Your right to use the MCT Credential and Logo will immediately terminate upon

expiration or termination of this MCT Agreement or upon your termination from the MCT Program and You must immediately stop all use of the MCT Credential and MCT Logo.

- 4.2. *Restrictions.* You may not use or reproduce the MCT Credential or MCT Logo in any manner other than as described in the MCP Credential and Logo Usage Guidelines and/or in any applicable artwork provided by Microsoft. You will use the MCT Logo and MCT Credential in a manner that does not derogate from Microsoft's rights in the MCT Logo and MCT Credential, and will take no action that may interfere with or diminish Microsoft's rights in the MCT Logo or MCT Credential or damage Microsoft's reputation or goodwill in the MCT Logo and MCT Credential. You will not use the MCT Logo or MCT Credential in a way that may cause confusion about whether any products or services You offer are Microsoft products or services.
- 4.3. *Ownership.* All rights not expressly granted herein are reserved by Microsoft. You acknowledge and agree that Microsoft owns the MCT Logo and MCT Credential and any associated goodwill, and that Microsoft retains all right, title and interest in and to the MCT Logo and MCT Credential. Microsoft is the sole beneficiary of the goodwill associated with your use of the MCT Credential and MCT Logo.

5. VIRTUAL ENVIRONMENT.

- 5.1. You may only use the Virtual Environment and its components to prepare for and teach a Public Training Session that uses the Microsoft Courseware title associated with the Virtual Environment components.
- 5.2. *Restrictions.* The Virtual Environment components have additional terms, conditions and licenses. You must accept the additional terms, conditions and licenses before using any Virtual Environment component. You may only use the Virtual Environment components as expressly set forth in the related terms, conditions and licenses and the terms and conditions in this MCT Agreement and Program Guide. Without limitation of the foregoing:
 - a. You may only access, install, download and use the Virtual Environment components listed in the classroom setup guide for the Microsoft Courseware 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, and/or
 - You may make changes if and as necessary to the written lab exercises.

5.3. 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. MLOs.

You may use MLOs solely to prepare for and teach the MOC title associated with the MLO provided You comply with the following requirements:

- a. MLO may be used solely to prepare for and teach the MOC title associated with the Access Code for a Learning Partner's Training Session.
- b. You may redeem the Access Code no sooner than seven (7) days prior to the start date of the Training Session. Your access to the MLO will automatically terminate on the last day of the Training Session.
- c. Each valid Access Code may be redeemed once for limited-time online access to the specified MLO and only at the specific website referenced on the Access Code.
- d. You must have an active account at the website specified on the Access Code to redeem the Access Code. You will be required to enter your email address and password to sign into the MLO website and enter the unique Access Code to "activate" or to access the MLO.
- e. Any sale, distribution or transfer of Access Codes is expressly prohibited.
- f. Access Codes are not transferable between MLOs or websites.
- g. Expired, stolen or lost Access Codes will not be replaced.
- h. Access Codes may not be redeemed for cash, credit, or refunds and are void if altered in any way.
- i. You will strictly abide by any additional licenses, terms and conditions that are applicable to the Access Codes, the MLO websites and MLOs. You may not use MLOs if You do not agree to these terms.

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 Courseware. 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 right to change 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. You are responsible for notifying Microsoft if your address changes.

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 MCT Program requirements, this MCT Agreement, Program Guide and all licenses and other terms that are applicable to, accompanies or is included with any MCT benefit, Microsoft Courseware, 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/or documents requested by the date stated on the audit letter and to fully participate and assist in any audit performed by Microsoft and/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 Program 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 Logo or the MCT Credential,
 - 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 Courseware 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. In this case, 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 logo and MCT Credential;
- c. Cease all access to and use of, uninstall and destroy all copies of all Trainer Kits, Virtual Environments and its components and all 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 MCT website.

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*, 2.6 *Confidential Information*, 2.7 (e) *Compliance*, 4.3 *Ownership*, 9 *Audits*, 10.6 *Effect of Termination*, 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.

11. DISCLAIMER OF WARRANTIES. EXCEPT AS PROVIDED HEREIN, MICROSOFT DOES NOT GUARANTEE YOUR SATISFACTION WITH THE MCT PROGRAM, OR YOUR RESULTS. MCT PROGRAM 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, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MICROSOFT AND 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 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.

3. 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 Logo, or MCT Credential in a manner which is in any way inconsistent with the terms of this MCT Agreement, (c) Microsoft's termination of your Microsoft certification and/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.

13. MISCELLANEOUS

- 14.1. *Notices.* All notices required by this MCT Agreement to be sent to Microsoft must be addressed to Microsoft Certified Trainer Program, Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399. All notices required by this MCT Agreement to be sent to You will be sent to the shipping address on your 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, 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. *Entire Agreement.* The terms and conditions of the most current version of the Microsoft Certification Program Agreement are incorporated into and form part of this Agreement. To avoid doubt, the incorporated terms include terms of general application in the Microsoft Certification 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.
- 14.7. *Order of Precedence* In the event of conflict between the Microsoft Certification Program Agreement and this MCT Agreement, this MCT Agreement will control. If a particular subject is

addressed in the Microsoft Certification Program Agreement and not in this Agreement, then the terms of the Microsoft Certification Program Agreement will control.

14.8. *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:

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

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052 USA

14.8.2. The Microsoft entity for the following countries or regions is indicated below: Afghanistan, Albania, Algeria, Andorra, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Benin, Bosnia and Herzegovina, Botswana, Bouvet Island, Bulgaria, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Comoros, Congo, Cote d'Ivoire, Croatia, Cyprus, Czech Republic, Democratic Republic of Sao Tome and Principe, Democratic Republic of the Congo, Denmark, Djibouti, Egypt, Estonia, Ethiopia, Faeroe Islands, Finland, France, Gabon, Gambia, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Guadeloupe, Guinea-Bissau, Hungary, Iceland, Ireland, Israel, Italy, Jordan, Kazakhstan, Kenya, Kosovo, Kuwait, Kyrgyzstan, Latvia, Lebanon, Lesotho, Liberia, Liechtenstein, Lithuania, Luxembourg, Libya, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Moldova, Monaco, Mongolia, Montenegro, Morocco, Mozambique, Namibia, the Netherlands, New Caledonia, Niger, Nigeria, Norway, Oman, Pakistan, Poland, Portugal, Qatar, Republic of Cape Verde, Republic of Equatorial Guinea, Republic of Guinea, Republic of Senegal, Reunion, Romania, Russian Federation, Rwandese Republic, Saint Helena, San Marino, Saudi Arabia, Serbia, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, South Africa, Spain, Svalbard and Jan Mayen, Swaziland, Sweden, Switzerland, Tajikistan, Tanzania, Togo, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Vatican City State, Yemen, Zaire, Zambia and Zimbabwe:

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

14.8.3. The Microsoft entity for the following countries or regions is indicated below: Australia and its external territories, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, Cook Islands, Fiji, French Polynesia, French Southern Territories, Hong Kong, Indonesia, Kiribati, Lao People's Democratic Republic, Macao, Malaysia, Maldives, Marshall Islands, Mayotte, Micronesia, 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 and Vietnam:

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

14.8.4. The Microsoft entity for India is:

Microsoft Corporation India Pvt. Ltd.
9th Floor, Cyber Greens, Tower A,
DLF Cyber City, Sector 25A,
Gurgaon 122002
Haryana, India

14.8.5. The Microsoft entity for Japan is:

Microsoft Japan Co., Ltd
Shinagawa Grand Central Tower
2-16-3 Konan, Minato-Ku, Tokyo
108-0075 Japan

14.8.6. The Microsoft entity for Taiwan is:

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

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

Microsoft (China) Company Limited
6F Sigma Center
No. 49 Zhichun Road Haidian District
Beijing 100080, P.R.C

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

Microsoft Korea, Inc
5th Floor, West Wing
POSCO Center
892 Daechi-Dong Gangnam-Gu
Seoul, 135-777, Korea

14.9. *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 14.9 (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 14.9 (a) to the extent that it is inconsistent:
- i. If your principal place of business is in Australia and its external territories, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, Cook Islands, Fiji, French Polynesia, French Southern Territories, Hong Kong SAR, Indonesia, Kiribati, Lao People's Democratic Republic, Macao SAR, Malaysia, Maldives, Marshall Islands, Mayotte, Micronesia, 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 and Vietnam, this MCT Agreement is construed and controlled by the laws of Singapore.
 1. If your principal place of business is in Australia or its external territories, Brunei, Malaysia, New Zealand or Singapore, You consent to the non-exclusive jurisdiction of the Singapore courts.
 2. If your principal place of business is in Bangladesh, Bhutan, Cambodia, Cook Islands, Fiji, French Polynesia, French Southern Territories, Hong Kong SAR, Indonesia, Kiribati, Lao People's Democratic Republic, Macao SAR, Maldives, Marshall Islands, Mayotte, Micronesia, Nauru, Nepal, Niue, Northern Mariana Islands, Palau, Papua New Guinea, Philippines; Pitcairn, Samoa, Solomon Islands, Sri Lanka, Thailand, Timor-Leste, Tokelau, Tonga, Tuvalu, Wallis and Futuna Islands, Vanuatu and Vietnam, any dispute related to this MCT Agreement, including any question regarding its existence, validity or termination, will be referred to and finally resolved by arbitration in Singapore according to the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"). The SIAC Arbitration Rules are incorporated by this reference into the MCT Agreement. The Tribunal will consist of one arbitrator appointed by the Chairman of SIAC. The language of the arbitration will be English. The arbitrator's decision will be final, binding and incontestable and may be used as a basis for judgment thereon in Bangladesh, Indonesia, Philippines, Sri Lanka, Thailand or Vietnam (as appropriate), or elsewhere.
 - ii. If your principal place of business is in India, the following applies: The MCT Agreement will be construed and controlled by the laws of India, and You consent to submit any dispute arising out of or in relation to the MCT Agreement including any question regarding its existence, validity or termination, and any addendum to the binding arbitration in Singapore under the Singapore International Arbitration Centre in Singapore, which rules are deemed to be incorporated by reference into this MCT Agreement. The tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in India.
 - iii. 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. The prevailing party in any action related to this MCT Agreement may recover its reasonable attorneys' fees, costs and other expenses.

- iv. If your principal place of business is in Afghanistan, Albania, Algeria, Andorra, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Benin, Bosnia and Herzegovina, Botswana, Bouvet Island, Bulgaria, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Comoros, Congo, Cote d'Ivoire, Croatia, Cyprus, Czech Republic, Democratic Republic of Sao Tome and Principe, Denmark, Djibouti, Egypt, Estonia, Ethiopia, Faeroe Islands, Finland, France, Gabon, Gambia, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Guadeloupe, Guinea-Bissau, Hungary, Iceland, Ireland, Israel, Italy, Jordan, Kazakhstan, Kenya, Kosovo, Kuwait, Kyrgyzstan, Latvia, Lebanon, Lesotho, Liberia, Liechtenstein, Lithuania, Luxembourg, Libya, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Moldova, Monaco, Mongolia, Montenegro, Morocco, Mozambique, Namibia, the Netherlands, New Caledonia, Niger, Nigeria, Norway, Oman, Pakistan, Poland, Portugal, Qatar, Republic of Cape Verde, Republic of Equatorial Guinea, Republic of Guinea, Republic of Senegal, Reunion, Romania, Russian Federation, Rwandese Republic, Saint Helena, San Marino, Saudi Arabia, Serbia, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, South Africa, Spain, Svalbard and Jan Mayen, Swaziland, Sweden, Switzerland, Tajikistan, Tanzania, Togo, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Vatican City State, Yemen, Zaire, Zambia, Zimbabwe, the following applies:

The 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.

- v. 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 and any addendum 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.

- vi. 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.

- vii. 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. The prevailing party in any action to enforce a right or remedy under this MCT Agreement or to interpret a

provision of this MCT Agreement will be entitled to recover its reasonable attorneys' fees, costs and other expenses.

viii. 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 Taiwan. 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.

14.10. *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.