**BY CLICKING THE “I AGREE” BUTTON, INSTITUTION (A) AGREES TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, THE ATTACHED EXHIBIT, THE MICROSOFT IT ACADEMY PROGRAM GUIDELINES, AND THE MICROSOFT IT ACADEMY PROGRAM WEBSITE (INCLUDING ITS TERMS OF USE AND PRIVACY STATEMENT) WHICH ARE ALL INCORPORATED INTO AND FORM A PART OF THIS AGREEMENT (TOGETHER, THE “*AGREEMENT*”) AND (B) REPRESENTS AND WARRANTS TO MICROSOFT THAT INSTITUTION SATISIFIES ANY AND ALL ELIGIBILITY REQUIREMENTS TO PARTICIPATE IN THIS PROGRAM. INSTITUTION represents THAT the person accepting this Agreement has the requisite authority to accept this Agreement on behalf of Institution. INSTITUTION MUST ACCEPT THIS AGREEMENT BEFORE IT CAN PARTICIPATE IN THE MICROSOFT IT ACADEMY PROGRAM.**

**Microsoft IT Academy Program Agreement**

**TERMS AND CONDITIONS**

1. **Purpose.**

The Microsoft IT Academy Program (“**Program**”) is a subscription-based benefits program designed to help Qualified Educational Users (as defined in section 2 below) deliver training on Microsoft technologies. Participation in this Program is voluntary. Nothing in this Agreement restricts Institution from supporting, promoting, teaching or using non-Microsoft technologies or products.

1. **Definitions.**

*“***Affiliate***”* is any legal entity that owns, is owned by, or is commonly owned with a party. “**Own**” means having more than 50% ownership or the right to direct the management of the entity.

“**Course**" is any Microsoft or third-party instructor-led, online, self-directed, physical or digital courseware that educates individuals on Microsoft software and technologies and is made available to Institution via the Program. Courses include Microsoft Official Academic Course, Microsoft Official Course (“**MOC**”), online learning courses, Microsoft Press Study Guides and Digital Literacy Curriculum titles.

“**Effective Date**” is the date Microsoft notifies Institution of its acceptance into the Program.

“**Faculty**” is any full and part time employee, contractor, Instructor or volunteer who teach or perform research for Institution and use a PC.

“**Institution**” is the entity that meets the Qualified Educational User requirements defined [here](http://www.microsoft.com/licensing/contracts) and has entered into this Agreement.

“**Instructor**” is an individual employed by Institution to teach Courses to Students.

“**Instructor Content**” is any printed or electronic materials designated as Instructor Content on the Program Website, which may include lesson plans and training content.

“**Location**” means each branch campus or site of Institution’s organization who would like to participate in the Program. Each Location is required to obtain and maintain its own Subscription to the Program to participate in the Program.

**“Microsoft”** is the Microsoft entity identified in section 14.14 (*Microsoft Contracting Entity*) of this Agreement.

“**PC**” is a desktop computer, portable computer, workstation or similar device owned or controlled by Institution for the benefit of Institution or Users. A PC does **not** include any device (a) that Institution does not manage, (b) designated or used as a server, or (c) not used as a personal computer.

“**Personal Information**” or “**PII**” is any information used to identify, contact, or locate a person. PII includes a person’s name, address, e-mail address, phone number, fax number, financial information, account numbers, and government-issued ID numbers. PII also includes information associated or combined with PII (such as a personal profile, unique identifier, biometric information, or IP address).

“**Program** **Benefits**” is the Courses, training content, certificates, Instructor Content, marketing collateral, online services, support services, software licenses and other materials and resources made available via the Program.Some Program Benefits are available only to accredited academic institutions.

“**Program Guidelines**” is the Microsoft IT Academy Program Guidelines located on the Program Website that provides information about the Program, its Program Benefits and requirements.

“**Program Website**” is the website currently located at <https://www.microsoft.com/itacademy/members/default.aspx> or equivalent local site or successor site designated by Microsoft available only to Program members. The Program Website provides tools and information about the Program.

“**Qualified Educational User**” is any individual or entity that meets the Qualified Educational User requirements defined [here](http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=7) for the country where it is organized and operates.

“**Student**” is an individual currently attending one of Institution’s classes who meets the Student requirements defined [here](http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=7) for the country where Institution is organized and operates.

“**Subscription**” is a one (1) year subscription to the Program.

“**Term**” has the meaning given in section 9.1 (*Term*).

“**User**” is an individual who is currently (a) Institution’s Faculty member or Student, or (b) an individual who accesses the online learning Program Benefit using their library card issued by Institution.

1. **PROGRAM OVERVIEW.** 
   1. **Enrollment.** Institution must be a Qualified Educational User as defined [here](http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=7) to enroll in the Program. Institution is enrolled in the Program after it accepts this Agreement, pays Microsoft the Subscription fee and is accepted by Microsoft in the Program. Microsoft will provide Institution with email notification if accepted into the Program. Each Location is required to obtain and maintain its own Subscription to participate in the Program.
   2. **Program Administration and Communications**. Microsoft will administer the Program and related Program Benefits through the Program Website and other communication methods.  Microsoft may send Institution important Program announcements and updates.  Institution will have the option to sign up for a Program newsletter and/or other communications from Microsoft or its third-party partners.  Institution can manage its preferences for optional communications by going to the Program Website.
   3. **Program Changes**. Microsoft continuously works to improve the Program. Microsoft reserves the right to update and change the Program, Program Guidelines or discontinue the Program or any aspect of it (including Program Benefits) at any time. Microsoft will give 30 days’ notice of any substantive Program change and 60 days’ notice if Microsoft intends to discontinue the Program. Institution will check the Program Website for all other changes. Changes are effective on the date posted. Institution agrees to comply with the most current requirements and guidelines.
   4. **Advertising and Publicity**. Microsoft will ask Institution’s permission if Microsoft plans to use Institution’s name, Institution’s logo(s), or identity in advertisements or promotions relating to the Program. Institution agrees not to unreasonably withhold or delay its permission. Institution will be deemed to grant its consent if it does not respond to Microsoft’s request within 30 days.
2. **NO SUPPORT**. Microsoft is not obligated to provide support to Institution or to its Users under this Agreement.
3. **PROGRAM REQUIREMENTS AND BENEFITS**.
   1. **Requirements.** Institution must comply with the following requirements throughout the Term to participate in the Program:
4. Institution must be a Qualified Educational User; and
5. Institution must comply with this Agreement and the Program Guidelines.
   1. **Program Benefits**. Microsoft or its suppliers will provide the Program Benefits as set forth in the most current version of the Program Guidelines. Program Benefits vary based on region. Not all Program Benefits are available in all languages and regions.
   2. **Use of Program Benefits**. Institution must have a current, active Subscription to access or use any of the Program Benefits. The Program Benefits available under the Program are solely for Institution and its Users’ own use and solely as a learning aid to teach or learn how to use or support Microsoft technologies. Institution may only use the Program Benefits in the form provided to Institution by Microsoft. All use of any Program Benefit must comply with this Agreement, the Program Guidelines and any additional terms, conditions or licenses applicable to, accompany or associated with that Program Benefit. To ensure compliance with this Agreement, Microsoft may take actions to prevent Institution from using more Program Benefits than authorized under the Program. Microsoft reserves the right to review the status of any customer as a qualified educational user.
   3. **Additional Terms**. Some Program Benefits require additional fees, which Institution or User must pay to use that Program Benefit. Some Program Benefits have additional terms, conditions, and licenses. Institution and its User must comply with those additional terms, conditions and licenses to use the Program Benefit and may not use the Program Benefit if not compliant with those additional terms. The provisions of this Agreement will control in case of any conflict between this Agreement and any additional terms, conditions or licenses, but solely for that Program Benefit and solely to the extent of the inconsistency.
   4. **Software**.
6. The software received under the Program is solely for Institution’s use and only during the Term. The software is licensed on a one copy per PC basis.
7. For each software license acquired by Institution under the Program, Institution may install one (1) copy of the software on one (1) PC for access and use only by Users.
8. The rights granted in section 5.5 (b) are expressly conditioned upon Institution’s compliance with the following terms and conditions:
   1. The software may only be used to teach Microsoft technologies and will not be used for any other purpose;
   2. If Institution is an academic institution, the software may only be installed on PCs located in Institution’s classroom or lab for use solely by an Instructor teaching or a Student attending Institution’s training class under the Microsoft IT Academy Program member brand;
   3. The software licenses received under the Program are solely for Institution’s use. Institution’s acknowledges and agrees that Users must acquire their own licensed software for their own personal computers and devices and Institution will not distribute any of the software to Users or to any other individual;
   4. Institution may not allow remote access to the software installed on PCs;
   5. Institution may not share, transfer, sublicense, resell, or assign the software, any software keys or its license to use the software;
   6. Institution must have a valid license for each software copy;
   7. Institution must have legally licensed copies of all software on all its PCs;
   8. Institution will inform Microsoft of any known or suspected violations of any Microsoft license agreement;
   9. The software may require a key to install or access it. Institution is responsible for the use of any keys assigned to Institution;
   10. Institution’s use of the software will be compliant with this Agreement, the Program Guidelines, and the terms of the license agreement that accompanies or is included with the software;
   11. If there is a conflict between this Agreement and the applicable license agreement, the provisions in this Agreement will control, but solely for the software obtained under the Program and solely to the extent of the inconsistency, even if installation or use of that software requires “acceptance” of a separate license agreement; and
   12. Institution’s right to use the software provided to Institution under this Program will automatically terminate upon expiration or termination of this Agreement.
9. As detailed in section 8 (*Records and Audits*), Microsoft may conduct audits to ensure Institution’s compliance with this section 5.5 (*Software*).
   1. **Courses**. Institution will acquire all Courses from Microsoft or a Microsoft-authorized distributor.
   2. **Program Benefits Provided by Third Parties**. Third parties may provide some Program Benefits. Institution understands and agrees that its relationship with respect to those Program Benefits is directly with the third party and not with Microsoft. Microsoft is not responsible for any Program Benefit provided by a third party and Microsoft does not sponsor or endorse the third-party vendors or its services or products.
10. **INSTITUTION’S Responsibilities.** Institution must meet its responsibilities and obligations as outlined in this Agreement in order to obtain and maintain Program member status, including:
11. Institution must comply with all applicable privacy and data protection laws and regulations. Institution may choose to provide Personal Information to Microsoft on behalf of third parties (including Institution’s Users) and Institution consents to Microsoft’s use of the Personal Information for purposes of administrating this Agreement, the Program and to provide Program Benefits. Institution represents and warrants that it will comply with any applicable law to provide notices to or obtain permissions from any such individuals to allow sharing of their Personal Information with Microsoft for this purpose.
12. Institution must provide its Users with a link to or enrollment code for its Users to access the online Program Benefit for the first time. As required by COPPA or other similar laws, Institution, and not Microsoft, must first obtain verifiable parental consent to collect information and open an account for all individuals under the age of 18 to access and use any online Program Benefit before Institution is authorized to provide any potential User with access to any online Program Benefit, or a link to or enrollment code for the online Program Benefit. Institution will obtain any required consents and will not allow Personal Information to be collected in jurisdictions where such collection is contrary to applicable law.
13. Institution may not sell, sublicense, transfer or assign any Program Benefit.Institution will only use qualified Instructors who have in-depth knowledge of and experience with the Microsoft technology that is the subject of the training class.
14. Institution will only provide Instructor Content to Instructors.
15. Institution may not deliver more than fifteen (15) hours per week of training using MOC titles.
16. Institution is not required to use Courses when it provides training under the Microsoft IT Academy Program member brand; however, where available in the local language, Courses should represent the foundation of the courseware used for delivering training under the Microsoft IT Academy Program member brand.
17. If Institution uses its own courses or third party courses for training it provides under the Microsoft IT Academy Program member brand, Institution will not (i) suggest or imply that these courses are Courses or that Microsoft endorses or recommends these courses, and (ii) the courses used cover the same objective domains as the relevant Microsoft Certification exam. You can find objective domains at <https://www.microsoft.com/learning/en-us/certification-overview.aspx>. This requirement does not apply to training offered by Institution that is not under the Microsoft IT Academy Program member brand.
18. Institution may use supplemental materials that Institution develops or acquires from a third party (“**Supplemental Materials**”) for its classes that use Courses, provided that
19. the Supplemental Materials are clearly differentiated from the Courses;
20. Institution does not suggest or imply that the Supplemental Materials are from Microsoft or that Microsoft endorses or recommends the Supplemental Materials,
21. the Supplement Materials are advertised as third-party Supplemental Materials,
22. Institution warrants and represents that any Supplemental Materials used 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.
23. Institution hereby agrees to defend, indemnify, and hold Microsoft and its Affiliates 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.
24. Institution will take all available steps to protect Microsoft’s intellectual property and to prevent the unauthorized use, access, duplication, distribution, alteration, pirating or other infringement of Microsoft or its licensors’ software, Courses, Instructor Content, other materials and intellectual property. Institution will immediately notify Microsoft of any actual, alleged, or potential unauthorized use, access, duplication, distribution, alteration or other infringement of Microsoft or its licensors’ intellectual property and will cooperate with Microsoft in any investigation.
25. Institution will not modify, distribute, copy, transmit, post, display, publish, create derivative works of, reverse engineer, disassemble or translate any software, Course, Instructor Content, content or materials accessed under the Program except as explicitly authorized by Microsoft in writing.
26. Institution will maintain and not alter, obscure or remove any copyright, trademark or other protective notices, disclaimers, identifications or branding in or on the Courses, software, Instructor Content and any other content obtained as a Program Benefit.
27. Institution confirms that it is entering this Agreement and acquiring the Program Benefits for educational training purposes only. Institution agrees that the provisions of any consumer protection legislation for the relevant jurisdiction will not apply to the extent that law permits contracting out of such legislation.
28. Institution will not represent, suggest or imply that Microsoft is responsible for or assumes any responsibility for the quality of Institution’s services.
29. Institution will immediately terminate all access to any Program Benefit to any individual who ceases being an User as defined in section 2 (*Definitions*) of this Agreement (e.g., individual is no longer Institution’s employee or Student) .
30. **LICENSE GRANTS, OWNERSHIP.** 
    1. **Microsoft Marks**. Subject to Institution’s compliance with this Agreement, Microsoft hereby grants to Institution a non-exclusive, non-transferable, royalty-free, personal license to use the Microsoft IT Academy Program Institution Logo (“**Logo**”) and Microsoft IT Academy Program name (collectively “**Microsoft Marks**”) only during the Term of this Agreement, according to the branding specifications and conditions in Exhibit A and this Agreement. Institution may only use the Microsoft Marks solely in conjunction with its academic services provided in connection with the Program that meet the “**Quality Standards**” as defined below. Microsoft reserves all rights not expressly granted herein. Institution acknowledges Microsoft’s sole ownership of the Microsoft Marks, and all associated goodwill, and that Microsoft retains all right, title, and interest in and to the Microsoft Marks. All goodwill arising from use of the Microsoft Marks by Institution will inure to the sole benefit of Microsoft. Institution will not use the Microsoft Marks in any manner that will diminish or otherwise damage Microsoft’s goodwill in the Microsoft Marks. Institution will not adopt, use, or register any corporate name, trade name, trademark, domain name, service mark or certification mark, or other designation that violates Microsoft’s rights in the Microsoft Marks. Microsoft will have the sole right to, and in its sole discretion may control any action concerning the Microsoft Marks. Institution agrees to fully correct and remedy any deficiencies in its use of the Microsoft Marks or the quality of the services performed in connection with the Program within a reasonable time upon receipt of notice from Microsoft. Institution may use the Microsoft Marks only in the form provided by Microsoft for Program advertising and promotional activities. Institution will not alter, animate or distort the Microsoft Marks nor combine them with any other symbols, words, images or design elements. Institution will not use any of the Microsoft Marks in connection with the transmission or distribution of unsolicited commercial email or in any manner that would violate local law or custom or conflict with Microsoft policies published on <http://microsoft.com> or made available through the Program. Institution will not assign, transfer or sublicense its rights under this **section** in any manner without the prior written consent of Microsoft. Institution will immediately cease all use of the Microsoft Marks upon expiration or termination of this Agreement or upon written notice from Microsoft. Microsoft reserves the right in its sole discretion to terminate or modify this consent for use of the Microsoft Marks at any time.

“**Quality Standards**” means all academic services that:

1. meet or exceed the quality of services provided by Institution before the Effective Date,
2. meet or exceed standards of quality and performance generally accepted in the industry, and
3. comply with all applicable laws, rules, and regulations.
   1. **No Trademark License**. Except for the rights granted in section 7.1 (*Microsoft Marks*), this Agreement does not grant Institution any right, title, interest, or license in or to any of Microsoft’s names, word marks, logos, logotypes, trade dress, designs, or other trademarks. Institution may make descriptive references to Microsoft’s non-stylized word marks (but may not use Microsoft’s logos, logotypes, trade dress, or designs) according to the general Microsoft trademark guidelines located at: <http://www.microsoft.com/en-us/legal/intellectualproperty/Trademarks/Usage/General.aspx>. Institution will promptly correct any misuses of Microsoft’s Trademarks after notice. Nothing herein restricts Microsoft’s right to protect its Trademarks against infringement, dilution, or other misuse.
   2. **Reservation of Rights**. The Courses, software, Microsoft Marks, Instructor Content and other content and materials available via the Program are licensed, not sold. Microsoft and its suppliers reserves all rights not expressly granted herein by Microsoft.
4. **Records and audits.** 
   1. **Records**. During the Term and for one (1) year thereafter, Institution will keep and maintain complete and accurate documentation, books of accounts and records (collectively “**Records**”) related to its activities associated with the Program, including access to, use of and distribution of the Courses, Instructor Content, software, content, materials and services available under the Program. Institution will provide Microsoft or its auditors with these Records when requested by Microsoft. The Records must be sufficient to allow Microsoft to verify Institution’s compliance with the terms of this Agreement.
   2. **audits**. During the Term and for one (1) year thereafter, Microsoft and its auditors may conduct audits of Institution’s Records, systems, and facilities to verify Institution’s compliance with the terms of this Agreement. Institution will secure all adequate rights required to perform an audit under this Agreement, including rights to share Users’ Personal Information with Microsoft and its auditors. Institution will provide Microsoft or its auditors with access to the relevant Records, systems and facilities, and the ability to photocopy Records for audit evidence. Any audit will be conducted during Institution’s normal business hours and in a manner that does not interfere unreasonably with Institution’s normal business activities. Institution will promptly correct any discrepancies disclosed by the audits. If verification or self-audit reveals any unlicensed use, Institution must within 30 days order sufficient licenses to cover its use. If unlicensed use is 2% or more, Customer must reimburse Microsoft for the audit costs and acquire the necessary additional licenses at 125% of the then current price within 30 days. Any audit conducted under this section 8 (*Records and Audits*) will be without prejudice to any other right or remedy afforded to Microsoft under any other provision of this Agreement or any applicable law.
   3. **Training Class Audit.** In addition, Microsoft or a designated representative may audit Institution’s training classes without notice. Such audits may include a formal written critique of Instructors’ technical and subject knowledge and delivery skills, and a review of the equipment, facilities, Student rosters for classes that used Courses, the number of Courses provided to Students, and Course inventory. If Microsoft determines that:
      1. Institution is not delivering Courses in a professional manner,
      2. Institution is not providing an effective learning environment or experience,
      3. the facilities and equipment are not sufficient for quality training to occur, or
      4. the number of Course licenses obtained by Institution does not match the total number of Students trained using Courses and current Course inventory.

Microsoft will notify Institution in writing and if not cured in accordance with section 9.2 (*Termination*) Microsoft may terminate this Agreement and Institution’s Program member status.

1. **Term and termination.** 
   1. **Term**. This Agreement starts on the Effective Date and will automatically terminate one (1) year from the Effective Date (“**Term**”) unless terminated earlier by either party according to section 9.2 (*Termination*). Upon expiration of the Term, if Institution wishes to continue to participate in the Program, it must re-enroll in the Program. This Agreement will not renew automatically and Microsoft may choose not to allow Institution to renew its membership in the Program.
   2. **Termination**.
      1. Either party may terminate this Agreement at any time by providing 30 days’ prior written notice to the other party. Termination may be without cause or the intervention of the courts.
      2. Microsoft, at its sole discretion, may immediately terminate Institution’s membership in the Program if Institution is not compliant with this Agreement.
   3. **Effects of termination or expiration**.In the event of termination or expiration of this Agreement for any reason, all rights granted under the Program will immediately terminate. Institution will immediately:
2. Cease all activity relating to the Program,
3. Uninstall all copies of any software obtained under the Program from all its PCs,
4. Cease all use of the Microsoft Marks and remove all Microsoft Marks from all its websites and marketing materials,
5. Stop identifying itself as a participant in the Program,
6. Discontinue all uses of any Program Benefit, including access to any online learning, and
7. Discontinue all access to, use or distribution of any Courses, Instructor Content and all other content obtained as a Program Benefit.

In addition, within ten (10) days after expiration or termination of this Agreement, Institution will securely delete and destroy all software licensed under the Program and all Courses, Instructor Content, Microsoft Marks and all other content and materials (and copies thereof) received under the Program that is in its possession or under its control. Upon Microsoft’s request, an executive-level officer of Institution will certify such destruction in writing.

* 1. **Waiver of Rights and Obligations.** To the extent necessary to implement the termination of this Agreement, each party waives any right or obligation under any applicable law or regulation to request or obtain intervention of the courts to terminate this Agreement.
  2. **Survival.** Sections 2 (*Definitions*) and all defined terms herein, and sections 6.i (v), 7.3 (*Reservation of Rights*), 9.3 (*Effects of termination or expiration*), 9.4 (*Waiver of Rights and Obligations*), 9.5 (*Survival*), 10 (Representations and *Warranties*), 11 (*No Warranty*), 12 (*Limitation of Liability*), 13 (*Indemnification*) and 14 (*Miscellaneous*) will survive expiration or termination of this Agreement. In addition sections 8.1 (*Records*) and 8.2 (*Audits*) will survive for one (1) year. Neither party will be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

1. **REPRESENTATIONS AND Warranties**
   1. **Institution Representations and Warranties**. Institution represents and warrants that:
   2. It has all rights, power and authority to enter into this Agreement on behalf of Institution,
   3. Its activities relating to the Program, including the use and distribution of the Program Benefits will strictly comply with this Agreement and all applicable laws, statutes and regulations,
   4. It will be responsible for the acts and omissions of its and its Faculty, subcontractors and agents, and
   5. It will have legally licensed copies of Microsoft software on all its PCs.
   6. **Microsoft Representations and Warranties**. Microsoft represents and warrants that
   7. It has all rights, power and authority to enter into this Agreement and grant the rights set forth herein, and
   8. It will use reasonable care and skill to administer the Program.
2. **NO WARRANTY. Microsoft does not guarantee INSTITUTION’S satisfaction with the PROGRAM. THE PROGRAM AND PROGRAM benefits are provided "as-is," and as available, AND WITH ALL FAULTS. MICROSOFT expressly DISCLAIMS ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS SUPPLIERS ALL WARRANTIES WITH REGARDS TO THE PROGRAM AND PROGRAM BENEFITS WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
3. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MICROSOFT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNATIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR THE PROGRAM EVEN IF MICROSOFT KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES. You can recover from Microsoft only direct damages up to U.S. $1.00.**
4. **Indemnification.** Institution will defend, indemnify and hold Microsoft, its Affiliates and the officers, directors, employees and agents of each harmless from any third-party claims, demands or lawsuits (collectively, “**Claim**”) related to Institution’s performance associated with this Agreement, any breach of the warranties set forth in section 10.1 (*Institution Warranties*) or any misuse of the Microsoft Marks. Institution’s obligation under this section includes the payment of any settlements, judgments, damages, costs and fees, including reasonable attorneys’ fees and costs. Microsoft may retain counsel of its choosing and participate in the defense or settlement of any Claim at its sole expense. Institution may not settle any Claim on Microsoft’s behalf without first obtaining Microsoft’s written permission. In the event Microsoft and Institution agrees to settle a Claim, Institution agrees not to publicize the settlement without first obtaining Microsoft’s written permission.
5. **Miscellaneous**.
   1. **Notices**.Notices will be provided either by electronic or physical mail. Notices to Institution will be sent to the contact person identified during enrollment in the ITA profile at the address provided by Institution. Notices to Microsoft will be sent to the Microsoft entity identified in section 14.12 (*Microsoft Contracting Entity*). Notices will be considered delivered on the date shown on the confirmation of delivery. Either party may change the persons to whom notices will be sent by giving notice to the other.
   2. **Relationship**.Each party is independent of the other party.This Agreement does not create an employer-employee relationship, partnership, joint venture, agency or exclusive relationship and does not create a franchise. Neither Institution nor any of its representatives may make any representation, warranty, or promise on Microsoft’s behalf*.*
   3. **Taxes**. Any amounts owed to Microsoft under this Agreement do not include any taxes or duties of any kind. Institution will pay all applicable value added, goods and services, sales, or like taxes owed with respect to any orders placed by Institution under the Program which are permitted to be collected by distributor under applicable law. However, Institution is responsible for paying all taxes and duties levied or based on its activities in connection with this Agreement, including the sale or resale of any goods and services and Microsoft will have no responsibility for the payments. This includes all sales, use, excise, value added, withholding or similar taxes. Institution will indemnify and hold Microsoft and its Affiliates harmless from any taxes or claims, causes of actions, costs (including reasonable attorneys’ fees) and any other liabilities of any nature related to such taxes.
   4. **Export restrictions**. The software, Courses, Instructor Content, content and other Program Benefits are subject to U.S. export jurisdiction. Institution will comply with all applicable international, national and local laws that apply, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
   5. **Laws and Regulations**. Institution will comply with all applicable local, state and federal laws and regulations laws (including export laws and regulations).
   6. **Language**. Microsoft offers this Agreement in several languages. The language version in which Institution accepts this Agreement will control. If Institution is located in Canada, the parties agree that this Agreement, and any associated Program documentation, is written and signed in English. C’est la volonté expresse des parties que la présente convention ainsi que les documents qui s’y rattachent soient rédigés en anglais.
   7. **Attorneys’ fees**. If either Microsoft or Institution employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, and other expenses.
   8. **Waiver**.A party’s delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.
   9. **Severability**. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.
   10. **Assignment**. Institution may not assign this Agreement, or assign or transfer any rights or obligations hereunder, whether by operation of contract, law or otherwise, without first obtaining Microsoft’s written consent, and any attempted assignment by Institution in violation of this section will be void.
   11. **Integration and modification**.
       1. Entire agreement.This Agreement is the entire agreement between the parties regarding its subject matter. It replaces all prior agreements, communications, and representations between the parties concerning the Program.
       2. Amendment.This Agreement may be changed only by an amendment signed by both parties.
   12. **Microsoft Contracting Entity**. The Microsoft contracting entity for this Agreement is determined by the country or region where you are located. See details below:
       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

* + 1. 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

* + 1. 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, Marwill 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

* + 1. 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

* + 1. The Microsoft entity for Japan is:

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

* + 1. The Microsoft entity for Taiwan is:

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

* + 1. The Microsoft entity for the People’s Republic of China is:

Microsoft (China) Company Limited6F Sigma Center  
No. 49 Zhichun Road Haidian District  
Beijing 100080, P.R.C

* + 1. 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

* 1. **Applicable law.** Applicable law, jurisdiction and venue for this 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.
     1. **Generally**. Except as provided in section 14.13 (b) (*Other Terms*), the laws of the State of Washington govern this Agreement. If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts in King County, Washington. If not, the parties consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington.
     2. **Other terms**. If Institution’s principal place of business is in one of the countries or regions listed below, the corresponding provision applies and supersedes section 14.13 (a) (*Generally*) to the extent that it is inconsistent:
     3. If Institution’s 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 or Vietnam, the following applies:

This Agreement is construed and controlled by the laws of Singapore.

* + - * 1. If Institution’s principal place of business is in Australia or its external territories, Brunei, Malaysia, New Zealand or Singapore, Institution consents to the non‑exclusive jurisdiction of the Singapore courts.
        2. If Institution’s 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 or Vietnam, any dispute related to this 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 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.
    1. If Institution’s principal place of business is in India, the following applies:

The Agreement will be construed and controlled by the laws of India, and Institution consents to submit any dispute arising out of or in relation to the Agreement including any question regarding its existence, validity or termination, and any addendum to binding arbitration in Singapore under the Singapore International Arbitration Centre in Singapore, which rules are deemed to be incorporated by reference into this 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.

* + 1. If Institution’s principal place of business is in Japan, the following applies:

The Agreement will be construed and controlled by the laws of Japan. Institution consents to exclusive original jurisdiction and venue in the Tokyo District Court. The prevailing party in any action related to this Agreement may recover its reasonable attorneys' fees, costs and other expenses.

* + 1. 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 Agreement is governed by and construed according to the laws of Ireland. Institution consents to the jurisdiction of and venue in the Irish courts in all disputes relating to this Agreement.

* + 1. If Institution’s principal place of business is in the People’s Republic of China, the following applies. For purpose of this Agreement, the People’s Republic of China does not include Hong Kong SAR, Macao SAR, or Taiwan:

The Agreement will be construed and controlled by the laws of the People’s Republic of China. Institution consents to submit any dispute relating to the 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.

* + 1. If Institution’s 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 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.

* + 1. If Institution’s principal place of business is in Republic of Korea, the following applies:

The Agreement will be construed and controlled by the laws of Republic of Korea. Institution consents 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 Agreement or to interpret a provision of this Agreement will be entitled to recover its reasonable attorneys' fees, costs and other expenses.

* + 1. If Institution’s principal place of business is in Taiwan, the following applies:

The terms of this 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 Agreement.

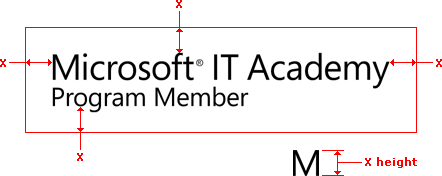
**EXHIBIT a**

**MICROSOFT IT ACADEMY PROGRAM member logo branding specifications**

Microsoft has established the following set of specifications for proper use of the Microsoft IT Academy Program Member logo. Institution must comply with these specifications.

1. Institution must currently be a Microsoft IT Academy Program member in good standing.
2. Use of the Logo indicates that Institution is a qualified Microsoft IT Academy Program member. Institution may only use the Logo in marketing and advertising items directly related to the academic services it provides in connection with the Program to indicate that Institution conforms with the Microsoft IT Program requirements.
3. Institution’s company name and identity must appear on any materials where the Logo is used. The Logo must be less prominent than Institution’s company name, logo, trademark, or trade name.
4. Institution must always reference the Microsoft IT Academy Program name in full and not as an acronym, such as MITA, MSITA, or any other variation.
5. The Logo may not be used in any manner that expresses or implies Microsoft’s affiliation, sponsorship, endorsement, or approval other than as specified in section 7.1 (*Microsoft Marks*) and this Exhibit.
6. Institution may not use the Logo in a manner that creates potential confusion as to the source of the services or ownership of the Logo. Institution may not display or use the Logo in any manner that suggests that the services are Microsoft services, or that Microsoft is a part of Institution’s name.
7. The Logo may only be used in the form provided by Microsoft. Except for sizing, the Logo may not be altered in any manner, including alternation of proportions, colors or elements and the Logo may not be animated, morphed, or otherwise distorted in perspective or dimensional appearance.
8. The Logo may not be included in any non-Microsoft trade name, business name, product or service name, logo, trade dress, design, slogan, domain name, or other trademark.
9. The Logo may not be combined with any other symbols including words, logos, icons, graphics, photos, slogans, numbers or other design elements.
10. The Logo must include the registered symbol (®) as shown in this Exhibit A and as provided in Logo artwork.
11. The Logo must be attributed to Microsoft Corporation in all printed materials where it is used, with the attribution clause: “Microsoft is a trademark or registered trademark of Microsoft Corporation in the United States and/or other countries."

**Spacing** **Requirements**. The Microsoft IT Academy Program Member logo must stand alone within a clear area. A minimum amount of clear space must be maintained between the Logo and any other object, such as type, photography, borders, edges, and other elements. The required clear space around the Logo must be "x," where "x" equals the height of letter "M" in the word "Microsoft" as it is rendered in the Microsoft IT Academy Program lettering. For example, if the letter "M" in the word "Microsoft" is rendered at a height of one inch, a minimum one-inch boundary of clear space must surround the outermost elements of the Logo.



**Minimum Size**: Make sure to maintain readability of the Logo. The identity must not be displayed at sizes that compromise the legibility of the Logo or the trademark notation. In printed applications, the minimum recommended height for the letter "M" in "Microsoft" is about .0125 inch (3.2 mm). Consider larger renderings to maintain readability in low-resolution applications, such as webpages.

**Specifications Subject to Change**: Microsoft may provide Institution with additional reasonable specifications for the size, typeface, colors, and other graphic characteristics of the Logo, which upon delivery to Institution will be deemed to be incorporated into these specifications for use of the Logo. Institution will modify their use of Logo accordingly upon notice from Microsoft.