##### Microsoft Certified Trainer and Microsoft Certified Learning Consultant

Agreement

2008

*Please refer to the Microsoft Certified Trainer/Microsoft Certified Learning Consultant Program Guide, at* [*http://www.microsoft.com/learning/mcp/mct/guide/*](http://www.microsoft.com/learning/mcp/mct/guide/) *for detailed information about the Microsoft Certified Trainer Program or the Microsoft Certified Learning Consultant Program.*

#### Microsoft Certified Trainer and Microsoft Certified Learning Consultant Agreement

*For an individual applying to obtain or maintain Microsoft Certified Trainer or Microsoft Certified Learning Consultant status.*

To achieve MCLC status, in addition to other requirements detailed in the Program Guide (as defined below) and/or herein, MCLCs must first achieve MCT status. Therefore, unless stated specifically as applying to MCLCs, all references to MCTs will also apply to MCLCs.

This Microsoft Certified Trainer and Microsoft Certified Learning Consultant Agreement (the “**Agreement**”) is a legal document between Microsoft Corporation or that Microsoft affiliate specifically identified in the Contracting Party Annex attached to this Agreement (“**Microsoft**") and you, the individual who has signed this Agreement (“**you**”). This Agreement is a part of, and all of its terms and conditions are incorporated into, the online or paper application you complete and sign to become a Microsoft Certified Trainer or Microsoft Certified Learning Consultant (“**Application**”). By signing the online or paper Application, you agree to be bound by this Agreement and the Program Guide currently located at <http://www.microsoft.com/mct/> (the “**Program Guide**”) which is incorporated herein and forms part of this Agreement.

1. Definitions

**“Authorized Customers”** means Learning Solutions Partners, Microsoft Certified Partners, those institutions within the Microsoft IT Academy Program, and such other entities as approved in writing by Microsoft.

 **“Courseware”** means Official Microsoft Learning Products and/or Microsoft Dynamics Learning Products, including all associated Student Kits and Trainer Kits.

 **“EULA”** means an end user license agreement or license terms accompanying software, content, media, Courseware, or any other materials.

“**IT Academy**” means an accredited educational institution that has been authorized by Microsoft, in its sole discretion, to participate in the Microsoft IT Academy Program and offer Microsoft Official Academic Courses (“**MOAC**”) and Official Microsoft Learning Products.

**“Learning Solutions Partner”** means a MicrosoftCertified Partner who has met the specific requirements to earn the Learning Solutions competency.

“**Microsoft Dynamics Learning Products**” means all courseware that educates professionals engaged in Microsoft Dynamics (formerly known as Microsoft Business Solutions) products and technologies, and/or planning, design, development, implementation, management and/or support of the same.

**“MCLC** **Logo Guidelines**” means the guidelines established by Microsoft from time to time for use of the MCLC Logo, as posted on the MCP Member Web site.

 “**MCT** **Logo Guidelines**” means the guidelines established by Microsoft from time to time for use of the MCT Logo, as posted on the MCP Member Web Site.

**“MCP”** means an individual who has met the requirements to earn one of the Microsoft Certification Program competency credentials.

“**MCT Download Center**” means the site provided by Microsoft which contains Trainer Kits and other materials for download via the Internet.

 **“MCT Logo”** means the Microsoft Certified Trainer Logo displayed from time to time on the MCT Member Site.

“**Microsoft Certified Learning Consultants**” or “**MCLCs**” means the individuals certified by Microsoft, after meeting the requirements in this Agreement and the Program Guide, to deliver Microsoft Courses using the Courseware and to design, develop, and deliver consultative learning solutions based on Microsoft technologies and products.

“**Microsoft Certified Partners**” means those independent companies that participate in the Microsoft Certified Partner Program and that have not met the specific requirements to become a Learning Solutions Partner.

**“Microsoft Certified Trainers” or “MCTs”** means the individuals certified by Microsoft, after meeting the requirements in this Agreement and the Program Guide, to deliver Microsoft Courses using the Courseware.

**“Microsoft Course(s)”** means those courses, clinics, seminars and workshops which are developed by Microsoft for a variety of audiences and taught using Courseware.

“**Microsoft Learning**” means the Microsoft Learning business unit of Microsoft.

**“Official Microsoft Learning Products”** means those learning products that Microsoft Learning designates as *Official Microsoft Learning Products* from time to time**.**

 “**Student Kits”** means kits containing student materials which have been prepared by or on behalf of Microsoft for use by students enrolled in a particular Microsoft Course.

**“Trainer Kits”** means kits containing trainer materials prepared by or on behalf of Microsoft for use by MCTs in teaching a particular Microsoft Course.

2. Purpose

**(a) MCT Program**. Microsoft is an innovative software company, and frequently releases new products and technologies into the marketplace. Many of Microsoft’s products and technologies are technically complex, and computer professionals and other end users may require training from knowledgeable trainers in aspects of their use. In order to make such training generally available, Microsoft has developed the Microsoft Certified Trainer program (the “**MCT Program**”), which grants certification to individuals who have complied with all requirements detailed herein and the Program Guide for becoming MCTs. The requirements for MCT certification reflect the skills necessary to train computer pro­fessionals and others on developing, implementing, supporting, and maintaining solutions using Microsoft products and technologies.

**(b) MCLC Program**. In addition to requiring training on Microsoft products and technologies from knowledgeable trainers, some end-user organizations and Learning Solutions Partners have special needs that require the design, development and/or delivery of consultative learning solutions. To help meet that need, Microsoft has developed the Microsoft Certified Learning Consultant program (the “**MCLC Program**”). The requirements for MCLC certification reflect the skills necessary to provide training, design, development expertise, using a consultative approach, to develop learning solutions to train computer pro­fessionals and others on developing, implementing, supporting, and maintaining solutions using Microsoft products and technologies.

3. Obtaining and Maintaining Certification

**(a)** **Obtaining Certification**. To be certified as an MCT or MCLC, you must satisfy all applicable initial certification requirements described in the Program Guide.

1. **Maintaining Certification**. To maintain your MCT or MCLC certification, you must comply with all applicable continuing certification requirements described in the Program Guide.
2. **Changes**. You agree that Microsoft may, at its sole discretion, change the MCT or MCLC certification requirements (both initial and continuing), the name of the MCT or MCLC Program and certification, the Program Guide, the MCLC Logo, and the MCT Logo at any time. Microsoft will notify you of such changes by posting them on the MCT Member Site, by mail, or by e-mail to the addresses you provide us. You must notify Microsoft of any change in your address and email address from those given in your Application. Microsoft will provide you with a reasonable period of time in which to comply with any such changes.
3. **Communications and Privacy.** Microsoft’s goal is to put Microsoft Certified Trainers in control of their personal information. The MCT Program and MCLC Program follow Microsoft’s principles regarding individual privacy and data protection. In your “My Contact Preference” on the MCT Member Site, you may select whether or not you want to receive periodic communications from Microsoft suppliers and/or Microsoft. However, Microsoft may send you periodic communications informing you of important program announcements. You cannot unsubscribe from these program announcements because they are considered an essential part of the MCP, MCT and MCLC Programs and communications that Microsoft feels you would reasonably expect to receive after becoming a member of the MCT and MCLC communities. These communications include, but are not necessarily limited to, welcome e-mail, MCP, MCLC, and MCT newsletters, and program announcements and updates.

In addition to the customer satisfaction scores and student and class information being used to maintain certification, you acknowledge and agree that other data that relates to you (including your name, the titles of classes you have taught, etc.) may be compiled from the trainer evaluations by Microsoft and/or its third party vendor. You will be assigned a unique ‘access code’ to your information and data. You may wish to provide this access code to others so that they will have access to your data. You acknowledge and agree that if you choose to provide your access code to others, including Learning Solutions Partners, students, potential students, and others, they will be able to access and view all of your information and data.

As part of the MCLC certification process, you understand and agree that your case study (“**Case Study**”) will be provided to and reviewed by the MCLC certification review board (“**Review Board**”) and your Application will be reviewed by Microsoft and/or its designated subcontractor.

1. **Program Compliancy Audits**. Microsoft will regularly conduct audits of randomly selected MCTs and MCLCs for proof of compliance with certification requirements. It is your responsibility to keep records that indicate completion of all such requirements. Your records should match the items you listed in your annual renewal Application, if any. In the event you are audited, you will receive an audit letter from the MCT Program administrators requesting specific information. You must furnish the information and/or documents requested by the date stated on the audit letter.

Failure to comply with any continuing MCT or MCLC requirements may result in the suspension of your certification or termination of this Agreement pursuant to Section 8. Depending on the severity of noncompliance, you may also be permanently decertified. In this case, you will also permanently lose your MCP certification. This strict application of certification requirements is intended to protect the majority of MCTs and MCLCs who abide by the certification requirements.

4. Authorization And Restrictions

**(a)** **Authorization**.

 (i) ***Grant***.

 (a) Upon your satisfaction of the initial MCT certification requirements, and provided you comply with this Agreement and all continuing certification requirements, Microsoft hereby authorizes you to (A) designate yourself as a “Microsoft Certified Trainer” or “MCT” in connection with your preparation and teaching of Microsoft Courses (the “**MCT Designation**”), (B) use the MCT Logo according to the MCT Logo Guidelines, and (C) prepare and teach solely those Microsoft Courses for which you qualify pursuant to the Program Guide, and only on behalf of Authorized Customers pursuant to the Program Guide.

 (b) Upon your satisfaction of the initial MCLC certification requirements, and provided you comply with this Agreement and all continuing certification requirements, Microsoft hereby authorizes you to (A) designate yourself as a “Microsoft Certified Learning Consultant” or “MCLC” in connection with your preparation and teaching of Microsoft Courses and the design, development and deliverance of consultative learning solutions based on Microsoft technologies (the “**MCLC Designation**”), and (B) use the MCLC Logo according to the MCLC Logo Guidelines.

 (ii) ***Ownership***. All rights not expressly granted herein are reserved by Microsoft. You acknowledge and agree that Microsoft owns the MCT Logo and MCT Designation and the MCLC Logo and MCLC Designation, and that nothing in this Agreement, or in your performance as an MCT or MCLC, or that might otherwise be implied by law, shall operate to give you any right, title or interest in the MCT Designation or MCT Logo or the MCLC Designation or MCLC Logo, other than the authorization specifically granted herein.

 (iii) ***Restrictions***. You may not use or reproduce the MCT Logo or the MCLC 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 shall employ best efforts to use the MCT Logo and MCT Designation or the MCLC Logo and MCLC Designation in a manner that does not derogate from Microsoft’s rights in the MCT Logo and MCT Designation and the MCLC Logo and MCLC Designation, and shall take no action that may interfere with or diminish Microsoft’s rights in the MCT Logo or MCT Designation or the MCLC Logo or MCLC Designation, either during the term of this Agreement or afterwards. You agree to immediately cease all use of the MCT Designation and MCT Logo and the MCLC Logo and MCLC Designation upon the expiration or other termination of this Agreement.

 **(b)** **Microsoft** **Course Materials**. You must use the Courseware in preparing and teaching Microsoft Courses. You may obtain Trainer Kits from the MCT Download Center or the Authorized Customer for which you are teaching Microsoft Courses. You may obtain Student Kits from the Authorized Customer for which you are delivering the Microsoft Courses. You may distribute the Student Kits solely to students enrolled and participating in the relevant Microsoft Course and you may only distribute one (1) Student Kit to each student for their own personal use.

 **Trainer Kits may only be used in the delivery of Microsoft Courses. You may not use Trainer Kits or any component thereof, including without limitation, Virtual Machines or Virtual Hard Disks, in the delivery of non-Microsoft Courses or for any other purpose.**

 **You must strictly comply with the terms of any EULA provided with any Courseware or Trainer Kit.**

**(c)** **Microsoft** **Course Delivery**. You may only deliver Microsoft Courses at an Authorized Customer’s location, their client’s site, or at another classroom in accordance with the guidelines and restrictions set forth herein and in the Program Guide.

 **(d)** **Videos**. You may record by audiotape or videotape a training session of a Microsoft Course for use at a later time with other Microsoft Courses, provided that each student in such later Microsoft Courses has a licensed copy of the applicable Student Kit or eLearning CD for the applicable Student Kit when they access the recording. You may also record by audiotape or videotape Microsoft Courses for the internal use of the Learning Solutions Partner offering such Microsoft Courses or for your own use, including submission of such recording to Microsoft as evidence of your instructional skills. You may not record any person or any person’s facilities without that person’s express consent to such recording and your subsequent use of the recording.

**(e)** **Supplemental Materials**. If you supplement the Courseware with additional content in preparing or teaching a Microsoft Course (“**Supplemental Materials**”), Microsoft does not claim ownership of any such Supplemental Materials. 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. You will not state or imply that Microsoft has authored or endorsed such Supplemental Materials.

**(g)** **Agreements with Authorized Customers**. You are solely responsible for negotiating and entering into any and all agreements with Authorized Customers to prepare and teach any Microsoft Courses. Any such agreement shall be the sole and exclusive obligation of you and the Authorized Customer. Microsoft shall have no obligation of any kind or nature to you or the Authorized Customer, including for any payments for your preparation or teaching of Microsoft Courses or otherwise, arising out of or relating to such agreements.

 **(h)** **Non-disclosure Agreement**. You expressly undertake to retain in confidence all information and know-how transmitted to you by Microsoft that Microsoft has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding its disclosure, ought in good faith to be treated as proprietary and/or confidential, and you will make no use of such information and know‑how except under the terms and during the existence of this Agreement. Notwithstanding the foregoing, you shall have no obligation to maintain the confidentiality of information that (i) you received rightfully from another party prior to its receipt from Microsoft; (ii) Microsoft has disclosed to an unaffiliated third party without any obligation to maintain such information in confidence; or (iii) you independently develop without reference to any confidential information. Further, you may disclose 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. Your obligations under this Section shall survive the expiration or other termination of this Agreement and continue until the earlier of (x) such time as the information protected hereby is in the public domain through no fault of yours; or (y) one (1) year from the date of disclosure for any confidential information regarding object code for the Microsoft® Windows®, Windows 95, Windows NT®, Windows 2000, Windows XP, Windows Server® 2003, and Windows Vista® operating systems (and predecessor or successor versions, including products and technologies marketed as replacements of these products); or (z) three(3) years from the expiration or termination of this Agreement for all other confidential information.

**(i)** **eLearning CDs**.

(i) ***eLearning Viewer***. You may modify the viewer that is shipped with an eLearning CD in a Trainer Kit (the “**eLearning Viewer**”), unless such modification is prohibited in the EULA accompanying said eLearning CD. For example, you may customize the table of contents and change the color scheme and “look and feel” of the eLearning Viewer. You may not, however, add your or your company’s name, trademarks, logos, or other branding to the eLearning Viewer.

(ii) ***Supplemental Content***. You may also add content to the Microsoft eLearning CD (such as labs, simulations, animations, modules, and assessment items) (“**Your Content**”), solely for your use in preparation and teaching Microsoft Courses. If you add Your Content to the Microsoft eLearning CD, you may add your or your company’s logo to the “content pane” of the Microsoft product, in conjunction with such added content, to indicate that Your Content is your content. If you decide to add such a logo in the “content pane” in this context, you must use descriptive language with the logo to clearly indicate (i) which content is Your Content and (ii) that Your Content is provided by you, and not by Microsoft. For example, you may insert, “This content provided by (insert logo here).” 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 Your Content. You will not state or imply that Microsoft has authored or endorsed Your Content.

(iii) ***Learning Management System*.** You may load and maintain the contents of an eLearning CD, including any of Your Content or any permitted modification to the eLearning Viewer, on a Learning Management System **(“LMS”)** operated by or on the behalf of a Learning Solutions Partner, provided that each student who accesses the content has a licensed copy of the relevant Courseware or eLearning CD. Each student must be given a complete copy of the Student Kit for the relevant Microsoft Course upon completion of the Microsoft Course (either the full packaged product or the eLearning CD version).

**(j) Evaluation Software.** Evaluation or trial software included in Trainer Kits may only be used by MCTs to prepare themselves for teaching a Microsoft Course. Said software is not to be replicated for use or used on computers in the classroom, unless the EULA accompanying such software allows for classroom usage. Moreover, evaluation or trial software included in Student Kits is licensed only to the students for their own personal use, not classroom use. Authorized Customers should obtain appropriate licenses for the software required for their classroom computers. If MCTs deliver Microsoft Courses at a client site, the client should have the proper licensing for the software on its employees' computers. The Microsoft Licensing Web site located at http://www.microsoft.com/licensing/default.mspx contains information about Microsoft product licenses and the options available.

**(k) Virtual Hard Disks**.

(i) ***Definitions***.

“**Virtual Machine**” means a virtualized computing experience, created and accessed using Microsoft Virtual PC or Microsoft Virtual Server software that consists of a virtualized hardware environment, one or more Virtual Hard Disks, and a configuration file setting the parameters of the virtualized hardware environment (e.g., RAM).

“**Virtual Hard Disk**” means a virtualized hard disk for a Virtual Machine that, like a real hard drive, may contain operating system software, application software, files, and data.

(ii) ***Inclusion in Courseware***. Trainer Kits and other materials provided to MCTs on the MCT Download Center or otherwise may include Virtual Machines containing various Microsoft products loaded onto Virtual Hard Disks.

(iii) ***Restrictions*.** You may only use the Virtual Machines and Virtual Hard Disks as expressly set forth in the EULA on the MCT Download Center or accompanying the Virtual Machines and Virtual Hard Disks. Without limitation of the foregoing, unless expressly allowed otherwise in a EULA accompanying a Virtual Machine, you may (A) only use the Virtual Machine for preparation and teaching of the relevant Microsoft Course, and (B) for each Microsoft Course that requires student use of Virtual Machines, you may install individual copies of the Virtual Machines only on computers in classrooms operated by an Authorized Customer, for use by students under your personal supervision, and only during the Microsoft Course, provided in each case that you comply with the following security requirements:

1. Microsoft may deactivate the operating system loaded on each Virtual Machine provided as part of the Courseware and/or as provided on a separate CD-Rom or DVD. Before making any copies of such Virtual Machines or making them available to students, you will obtain from Microsoft a product key for the operating system software for each Virtual Machine and will activate such software with Microsoft using such product keys.
2. For a given Microsoft Course, you may not install Virtual Machines on more classroom computers than the number of students enrolled in the Microsoft Course.
3. You will make sure that no copies of the Virtual Machines or any Virtual Hard Disks are copied or downloaded from the classroom computers.
4. You will strictly comply with all Microsoft instructions relating to installation, use, activation and deactivation, and security of Virtual Machines and Virtual Hard Disks.

**You may not modify the Virtual Machines or any contents thereof except 1) 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 2) you may make changes if and as necessary to the lab exercises.**

 **(l) Trainer Kits**.

Upon your first access to the MCT Download Center as an authorized MCT, you will accept a EULA that governs the use of Trainer Kits, Virtual Machines, Virtual Hard Disks, and other materials made available to MCTs on the MCT Download Center.

Microsoft may discontinue providing Trainer Kits and/or other materials from the MCT Download Center and/or access to the MCT Download Center at any time.

You agree to use your best efforts to prevent the unauthorized manufacture, copying, distribution, or use of the Microsoft Courses, Student Kits, Trainer Kits, Virtual Machines, Virtual Hard Disks, and any components thereof, and you will not knowingly engage in or facilitate the distribution or supply or transfer of counterfeit, pirated or illegal software. You agree to take all available steps to protect Microsoft and its products, technologies, certification exams, and courseware against piracy or other infringement of any copyright or trademark, and the misappropriation or unauthorized disclosure of any Microsoft trade secret or confidential information, and to protect Microsoft’s right, title and interest in and to the Microsoft products, technologies and courseware. You agree you will promptly notify Microsoft at tctips@microsoft.com (or such other contact information specified by Microsoft from time to time) with specific details of any illegal use or copying of any Courseware or other infringement of any copyright or trademark of Microsoft, or of any misappropriation or unauthorized disclosure of any trade secret or confidential information of Microsoft**.**

**5. No Further Conveyances**

You may not assign, sublicense, or transfer this Agreement (or any right granted herein) in any manner, whether by merger, operation of law or otherwise. Any attempted assignment, sublicense, or transfer shall be null and void.

6. Disclaimer; Limitation Of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT PROVIDES THE COURSEWARE AND ALL OTHER MATERIALS IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, THE “**MATERIALS**”) “***AS IS***”, “***AS AVAILABLE***”, “***WITH ALL FAULTS’*** AND WITHOUT WARRANTY OF ANY KIND. MICROSOFT HEREBY DISCLAIMS all warranties and conditions, whether express, implied or statutory, with respect to the MATERIALS, including any IMPLIED warranties, DUTIES or conditions of MERCHANTABILITY, fitness for a particular purpose, RELIABILITY OR AVAILABILITY, ACCURACY OR COMPLETENESS OF RESPONSES, title, non-infringement, RESULTS, WORKMANLIKE EFFORT, AND LACK OF NEGLIGENCE.

IN NO EVENT WILL MICROSOFT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS OR DATA, FOR BUSINESS INTERRUPTION, OR FOR DAMAGE TO PROPERTY (INCLUDING YOUR COMPUTER OR OTHER DEVICE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING FROM OR RELATED TO YOUR MCT OR MCLC CER­TIFICATION, YOUR FAILURE TO ACHIEVE MCT OR MCLC CERTIFICATION, OR THE EXPIRATION OR TERMINATION OF YOUR MCT OR MCLC CERTIFICATION PURSUANT TO THIS AGREEMENT, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSE­QUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. No Representations; Indemnification

1. **No Partnership, Joint Venture, Agency, Or Franchise**. Neither this Agreement, nor any terms or conditions contained herein, shall be construed as creating a partnership, joint venture, employee-employer, or agency relationship between you and Microsoft or as granting a franchise. You may not advertise, promote, or suggest in any manner that you are employed by, affiliated with, or sponsored by Microsoft except to state, if true and consistent with the terms of this Agreement, that you have successfully completed all requirements to deliver such Microsoft Courses. You will not make any representations, warranties, or promises on behalf of Microsoft. During the term of this Agreement, you shall insert the following language in any contract pursuant to which you, acting as a MCT or MCLC, will provide training on Microsoft products or as an MCLC providing learning consulting solutions and/or services:

“***Microsoft is not a party to this Agreement and shall have no liability whatsoever with respect to the services that are the subject of this contract. The [Microsoft Certified Trainer and/or Microsoft Certified Learning Consultant] title designates that I have successfully completed Microsoft’s corresponding certification requirements that reflect the skills required to deliver Microsoft Courses. The services I provide for you are not provided, licensed, or sponsored by Microsoft***.”

 **(b)** **Indemnification**. You agree that Microsoft will have no liability to you or to any person to whom you deliver a Microsoft Course, provide learning consulting, solutions and/or services or to any Authorized Customer with which you may be affiliated, and that you will defend, indemnify, and hold harm­less Microsoft, its successors and affiliate and subsidiary corporations and their respective officers, directors, and employees from, any and all demands, claims, and/or liabilities (including, but not limited to, personal injury or product liability claims) (“**Claims**”) arising out of or in any manner connected with: (i) your performance or failure to perform under this Agreement; (ii) the promotion, sale, performance, or distribution of your services as an MCT or MCLC; (iii) your use of the MCT Logo, MCT Designation, MCLC Logo, MCLC Designation in a manner which is in any way inconsistent with the terms of this Agreement, and/or (iv) Microsoft’s suspension or termination of your certification and/or of this Agreement pursuant to the terms and conditions hereof. In the event Microsoft seeks indemnification from you under this provision, Microsoft will promptly notify you in writing of the Claim(s) brought against Microsoft for which it seeks indemnification. Microsoft reserves the right, at its option, to assume full control of the defense of 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 shall be subject to your prior written approval, which approval shall not be unreasonably withheld. You shall 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.

8. Terms And Termination

**(a)** **Term**. This Agreement shall become effective (“**Effective Date**”) on the date you sign the Application, either electronically or in writing, and shall be in effect until the end of the current MCT Program year, unless terminated earlier as provided below. However, this Agreement shall only be valid if (i) no changes are made to this Agreement as written by Microsoft and (ii) Microsoft receives the Application fully executed by you.

**(b)** **Termination of Certification**. If you fail to comply with any continuing certification requirements within the required applicable time frame, your certification shall automatically be suspended once such time frame has lapsed. Upon suspension of your certification, you must stop delivering Microsoft Courses and from representing yourself as a Microsoft Certified Trainer or Microsoft Certified Learning Consultant, as applicable. In the event your certification is suspended pursuant to this Section, and the circumstances of such suspension are known to Microsoft, Microsoft will use reasonable efforts to provide you with written notice of such suspension.

**(c)** **Termination By Either Party**. Either party may terminate this Agreement at any time, with or without cause, on thirty (30) calendar days’ prior written notice to the other party.

**(d)** **Termination By Microsoft**. Without prejudice to any rights Microsoft may have under this Agreement or in law, equity, or otherwise, and in addition to its rights under Sections 8(b) or 8(c) above, Microsoft may terminate this Agreement immediately, including termination of your certification, if you materially fail to comply with any of the terms of this Agreement (“**Default**”). Defaults shall include the following events (i) you fail to comply with the continuing certification requirement, (ii) you otherwise fail to comply with any of the terms of this Agreement, including without limitation, the terms governing the use of the MCT Logo, MCT Designation MCLC Logo, or MCLC Designation, (iii) you engage in misappropriation or unauthorized disclosure of any trade secret or confidential information of Microsoft or pirate any Microsoft product or Microsoft Course, or otherwise infringe any other intellectual property right of Microsoft, or engage in any other activities prohibited by law; (iv) a government agency or court finds that services you provided concerning the Microsoft Courses are defective in any way, or (v) misrepresent your certification status or relationship with Microsoft. In the event a Default occurs, Microsoft will use reasonable efforts to provide you with written notice of termination of this Agreement.

**(e) Obligations Upon Termination**. Beginning on the date of and following termination of this Agreement, you shall cease and desist

 (i) delivering Microsoft Courses;

 (ii) using the MCT Logo or the MCLC Logo;

 (iii) using the MCT Designation and representing yourself as a MCT, and/or from using the MCLC Designation and representing yourself as a MCLC; and

 (iv) using any Trainer Kits, Virtual Machines, Virtual Hard Disks, or other materials downloaded from the MCT Download Center or obtained in any other manner, and any other materials or information provided to you from the MCT Member Site and/or other Web sites provided to MCTs, and shall destroy all copies of same in your possession or under your control.

9. Conduct Of Business

**(a) Business Practices**. You agree that you will conduct all business in your capacity as an MCT or as an MCLC in a manner that (i) does not in any way adversely impact Microsoft’s reputation; (ii) avoids deceptive, misleading, or unethical practices; (iii) avoids making any representations, warranties, or guarantees to customers on behalf of Microsoft that are not contained in Official Microsoft Learning Products, Microsoft Dynamics Learning Products, or Microsoft product literature; (iv) complies with all applicable U.S. export regulations and other applicable governmental laws and regulations; and (v) complies with copyright and other intellectual property and proprietary rights protections for Microsoft software, development tools, and other products, including the restrictions in this Agreement.

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

**(c) Participation in Online Newsgroups.** You agree that your participation in any MCT or MCLC communication activities such as newsgroups, bulletin boards, and online chats that Microsoft may provide will be done in accordance with any code of conduct accessible on such communication site. If you do not comply with such code of conduct, Microsoft may terminate your participation in the MCT Program or MCLC Program and you may be decertified as an MCT or MCLC.

10. General

**(a) Governing Law; Jurisdiction; Attorneys’ Fees**. This Agreement will be construed and controlled by the laws of, and any disputes regarding this Agreement will be subject to jurisdiction and venue in, the country identified in the Governing Law and Venue Annex attached to this Agreement attached to this Agreement. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees, costs and other expenses.

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

**(c)** **Non-Waiver**. No waiver of any breach of any provision of this Agreement by either party on one occasion shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**(d)** **Survival**. Sections 1 (and all other definitions herein) 4(a)(2), 4(a)(3), 4(e), 4(f), 4(g), 4(h), 4(i)(iii), 4(k)(iii), 4(l), 5, 6, 7, 8(e), 9(b), and 10 will survive the expiration or other termination of this Agreement.

**(e) U.S. Governmental Restrictions**. Any Microsoft Courses that you distribute or provide to, or on behalf of, the United States of America, its agencies, and/or its instrumentalities (“**U.S. Government**”) are provided to you with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restriction as set forth in subparagraph (c)(1)(ii) of the rights in Technical Data and Computer Software clause of DFAR 252.227-7013, or as set forth in the particular department or agency regulations or rules that provide Microsoft protection equivalent to or greater than the above-cited clause. You shall comply with any requirements of the U.S. Government to obtain such Restricted Rights protection, including, without limitation, the placement of any restrictive legends on the product software, product documentation, and any agreements used in connection therewith. Manufacturer is Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052-6399. Under no circumstances shall Microsoft be obligated to comply with any U.S. Governmental requirements regarding the submission of, or the request for exemption from, cost or pricing data or cost accounting requirements. With regard to any distribution of or the providing of Microsoft Courses to the U.S. Government that would require compliance by Microsoft with U.S. Government requirements relating to cost or pricing data or cost accounting requirements, you shall obtain an appropriate waiver or exemption from such requirements for the benefit of Microsoft from the appropriate U.S. Governmental authority before distributing or providing the Microsoft Course(s) to the U.S. Government.

1. **Notices**. All notices required by this 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 Agreement to be sent to you will be sent to the shipping address on your Application. General MCT Program updates and information may be sent to you via the email address on your Application. It is your responsibility to keep your contact address (email and shipping) information with us updated.
2. **Export Restrictions.** You acknowledge that the materials you may obtain under this Agreement and as your participation in the MCT Program are of U.S. origin. You agree to comply with all applicable international and national laws that apply to these materials, 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/>.
3. **Construction**. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
4. **Technology Transfer**. This Agreement does not create a “technology transfer” agreement, as defined by applicable law because (a) the technology (including any software) made available under this Agreement is not an integrated part of a technology chain for production or management purposes and (b) the technology (including any software) will have its own technology license. You will not hold yourself out as our technology recipient and will not attempt to identify us as a technology provider under this Agreement.
5. **Entire Agreement; English-Language Agreement Controls.** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications including all prior and current Microsoft Certified Trainer Agreements. Except as otherwise provided herein, this Agreement shall only be amended in writing or in a record that is signed electronically or otherwise. In the event of any inconsistency between this Agreement in English language and any translation of it into another language, the English-language version of this Agreement shall control.

Contracting Party Annex

to the

Microsoft Certified Trainer Agreement

The Microsoft contracting entity for this Agreement is determined by the country/region you are located in and as outlined below:

The Microsoft entity for Japan is:

Microsoft Co., Ltd.

Odakyu Southern Tower

2-1, Yoyogi 2-chome, Shibuya-ku, Tokyo

151-8583 Japan

The Microsoft entity for Korea is:

Microsoft Korea, Inc.

5th Floor West Wing, POSCO Center

892, Daechi-Dong, Gangnam-Gu,

Seoul 135-777, Korea

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.

The Microsoft entity for the following countries/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, 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

The Microsoft entity for the following countries/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, 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, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Moldova, Monaco, Mongolia, Morocco, Mozambique, Namibia, 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, 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

The Microsoft entity for the following countries/regions is indicated below: American Samoa, Australia and its external territories, Cook Islands, Fiji, French Polynesia, French Southern Territories, Kiribati, Marshall Islands, Mayotte, Micronesia, Nauru, Niue, Northern Mariana Islands, Palau, Papua New Guinea, Pitcairn, Solomon Islands, Tokelau, Tonga, Tuvalu, and Wallis and Futuna Islands, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, East Timor, Hong Kong, India, Indonesia, Lao Peoples Democratic Republic, Macao, Malaysia, Maldives, Nepal, New Zealand, Philippines, Republic of Korea, Samoa, Singapore, Sri Lanka, Thailand, Vanuatu and Vietnam

Microsoft Regional Sales Corporation

A corporation organized under the laws of the State of Nevada, USA with a branch in Singapore, having its principal place of business at:

438B Alexandra Road, #04-09/12, Block B, Alexandra Technopark

Singapore, 119968

The Microsoft entity for Taiwan is:

Microsoft Taiwan Corporation

8F, No 7, Sungren Rd.

Shinyi Chiu, Taipei

Taiwan 110

**Governing Law and Venue Annex**

**to the**

**Microsoft Certified Trainers Agreement**

**1.** **Applicable law; attorney’s fees.** Applicable law, jurisdiction and venue for this Agreement are identified at below. This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement of recognition of any award or order in any appropriate jurisdiction. If either party commences litigation in connection with this Agreement, the prevailing party will be entitled to recover its reasonable attorneys’ fees, costs and other expenses.

**2. Generally**. Except as provided in Section 3 below, this Agreement is governed by the laws of the State of Washington. The parties consent to exclusive jurisdiction and venue in the courts sitting in King County, Washington. You waive all defenses of lack of personal jurisdiction and forum non conveniens.

**3.** **Other Terms**. If your principal place of business is in one of the countries or regions listed below, or if you are a government entity, the corresponding provision applies, which supersedes Section (2) to the extent that it is inconsistent:

a. If your principal place of business is in Australia or its external territories, India, Indonesia, Malaysia, New Zealand, Philippines, Singapore, Thailand or Vietnam, the following applies:

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

b. If your principal place of business is in Australia or its external territories, Malaysia, New Zealand or Singapore, you consent to the non‑exclusive jurisdiction of the Singapore courts.

If your principal place of business is in India, Indonesia, Philippines, Thailand or Vietnam, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”), which rules are deemed to be incorporated by reference into this section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration 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, Indonesia, Philippines, Thailand or Vietnam (as appropriate), or elsewhere.

c. If your principal place of business is in Japan, the following applies:

Our Agreement shall be construed and controlled by the laws of Japan, and you consent to exclusive original jurisdiction and venue in the Tokyo District Court. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

d. 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, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Moldova, Monaco, Mongolia, Morocco, Mozambique, Namibia, 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, 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:

Our Agreement is governed by and construed in accordance with the laws of Ireland and you consent to the jurisdiction of and venue in the Irish courts in all disputes arising out of or relating to this Agreement.

e. If your principal place of business is in the People’s Republic of China (for the purpose of this Agreement, the People’s Republic of China does not include Hong Kong S.A.R. or Taiwan), the following applies:

Our Agreement shall be construed and controlled by the laws of the People’s Republic of China, and the you consent to submit any dispute arising out of or in relation to the Agreement to the binding arbitration at the China International Economic and Trade Arbitration Commission in Beijing (CIETAC) in accordance with its rules in effect from time to time.

f. 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 Agreement shall be settled by arbitration in accordance with UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be the International Chamber of Commerce (“ICC”) acting in accordance with the rules adopted by the ICC for this purpose and the place of arbitration will be Seattle, Washington, U.S.A. There shall only be one arbitrator. The award shall be in law and not in equity and shall 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.

g. If your principal place of business is in Republic of Korea, the following applies:

Our Agreement shall be construed and controlled by the laws of Republic of Korea, and you consent to exclusive original jurisdiction and venue in the Seoul District Court. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

h. If your principal place of business is in Taiwan, the following applies:

The terms of this Agreement shall be governed by and construed in accordance with 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.