

MICROSOFT CERTIFIED TRAINER ALUMNI PROGRAM AGREEMENT

This Microsoft Certified Trainer Alumni Program Agreement (“**Agreement**”) is a legal document between Microsoft and you regarding your participation in the Microsoft Certified Trainer Alumni Program (“**MCT Alumni Program**”). Please read this Agreement carefully. You will be asked to accept the terms of this Agreement to enroll and participate in the MCT Alumni Program. **BY SELECTING “I ACCEPT”, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. YOU MUST ACCEPT THIS AGREEMENT BEFORE YOU CAN PARTICIPATE IN THE MCT ALUMNI PROGRAM. IF YOU DO NOT AGREE, DO NOT SELECT “I ACCEPT”.** This Agreement is effective on the date You accept the terms and conditions of this Agreement (the “**Effective Date**”).

AGREEMENT

1. DEFINITIONS.

- 1.1. “**Affiliate**” means any legal entity that owns, is owned by, or is commonly owned a party. Own means having more than 50% ownership or the right to direct the management of the entity.
- 1.2. “**Microsoft**” means Microsoft entity identified in Section 10.9 of this Agreement.
- 1.3. “**Microsoft Certified Trainer Program**” or “**MCT Program**” means the Microsoft program that certifies individuals who holds the Microsoft Certification credential to teach a particular Microsoft technology and who has demonstrated they have the instructional skills and technical qualifications to deliver instructor-led training on Microsoft technologies.
- 1.4. “**You**” means the individual who meets the eligibility requirements listed in this Agreement to join the MCT Alumni Program who has accepted this Agreement.

2. MCT ALUMNI PROGRAM OVERVIEW.

The MCT Alumni Program is for former MCT Program members who are no longer eligible to participate in the MCT Program because they do not hold current Microsoft Certifications or they no longer provide training on Microsoft technologies. The MCT Alumni Program offers former MCT Program members access to the MCT Alumni Program benefits described at the [MCT Alumni Members’ website](#). You may elect to join the MCT Alumni Program at any time during the year and enjoy a full year of participation. If You have questions about the MCT Alumni Program requirements, please contact your region’s [Microsoft Regional Service Center](#) (“**RSC**”).

3. ENROLLMENT IN THE MCT ALUMNI PROGRAM.

To enroll or re-enroll in the MCT Alumni Program, You must:

- a. meet the criteria to participate in the MCT Alumni Program, complete and submit the online MCT Alumni Program application form and all requested documentation to the address specified in the [MCT Alumni enrollment tool](#) located on the [MCT member website](#) (application process and timeline may vary by country or region),
- b. pay the annual MCT Alumni Program fee when You submit your application form. Fees vary depending on your country/region of residence. Please refer to the online [MCT Alumni Program Fees](#) table for specific information, and
- c. agree to the terms and conditions in the current MCT Alumni Program agreement by selecting “I Accept” and submitting the current MCT Alumni Program agreement to Microsoft.

Please allow at least two weeks for the processing of your application. You will be notified by email if your application has been approved or not approved. If approved, You will be granted access to the MCT Alumni member website.

Microsoft is under no obligation to allow You to re-enroll in the MCT Alumni Program.

4. MCT ALUMNI PROGRAM REQUIREMENTS

The following requirements must be met at all times during the Term to maintain Your membership in the MCT Alumni Program and to access or use any MCT Alumni Program benefit:

- a. You must comply with the terms and conditions contained in this Agreement; and
- b. MCT Alumni Program benefits may have additional terms, conditions, and licenses. You must accept and comply with any additional terms associated with the benefit before You can use that benefit. You may not use a MCT Alumni Program benefit if You do not comply with any applicable additional terms, conditions, and licenses.

5. TRADEMARKS AND LOGOS

This Agreement does not grant any license to use Microsoft's trademarks, trade names, or logos. If You comply with the terms of this Agreement, You may identify itself as a participant in the MCT Alumni Program.

6. CHANGES TO THE MCT ALUMNI PROGRAM. Microsoft reserves the right to discontinue the MCT Alumni Program or to change the MCT Alumni Program and any benefit or aspect of the MCT Alumni Program at any time for no reason. Microsoft will give You sixty (60) days' notice if Microsoft intends to discontinue the MCT Alumni Program. These notices will be sent to the email or address provided by You in Your MCT Alumni Program application. You are responsible for notifying Microsoft if Your address changes.

All other changes will be posted on the MCT Alumni Program website. You are responsible for checking the MCT Alumni Program website regularly for changes. Changes are effective on the date the changes are posted. Changes do not apply retroactively. If You do not agree to the changes, your sole remedy is to terminate your MCT Alumni Program Agreement and your participation in the MCT Alumni Program.

7. TERM AND TERMINATION.

- 7.1. *Term:* This Agreement is effective as of the Effective Date and will automatically terminate one (1) year from the Effective Date (the "**Term**"), unless terminated earlier in accordance with this Agreement.
- 7.2. *Renewal.* This Agreement will not renew automatically. To continue to participate in the MCT Alumni Program, You will need to re-enroll before the end of the Term by following the instructions in Section 3 (Enrollment in the MCT Alumni Program). You are ineligible to re-enroll in the MCT Alumni Program if previously terminated for cause.
- 7.3. *Termination without Cause.* Either party may terminate this Agreement at any time, without cause, on 30 days' prior written notice.
- 7.4. *Termination with Cause.* Microsoft, at its sole discretion, may immediately terminate this Agreement if:
 - a. You fail to comply with any of the terms and conditions in this Agreement,

- b. You falsified information in Your MCT Alumni Program application form,
- c. You engage in misappropriation or unauthorized disclosure of any trade secret or Microsoft Confidential Information or pirate any Microsoft software, technology or product, or otherwise infringe any other intellectual property right of Microsoft; or
- d. You misrepresent Your certification status or relationship with Microsoft.

7.5. *Effect of Termination or Expiration.* In all events of expiration or termination of this Agreement, Your membership in the MCT Alumni Program and all rights granted to You under the MCT Alumni Program are immediately terminated. You must immediately stop use of any MCT Alumni Program benefit. Neither party will be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

7.6. *Survival.* Section 1 (Definitions) and all defined terms herein and Sections 7.5 (Effects of Termination or Expiration), 7.6 (Survival), 8 (Disclaimer of Warranties), 9 (Limitation of Liability), and 10 (Miscellaneous) will survive the expiration or termination of this Agreement.

8. DISCLAIMER OF WARRANTIES. MICROSOFT AND ITS AFFILIATES PROVIDES THE MCT ALUMNI PROGRAM AND THE BENEFITS "AS IS", AND WITHOUT WARRANTY OF ANY KIND. MICROSOFT AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, TITLE, NON-INFRINGEMENT, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE.

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

10. MISCELLANEOUS

10.1. *Notices.* All notices required by this Agreement to be sent to Microsoft must be addressed to Microsoft Certified Trainer Alumni Program, to the Microsoft entity identified in Section 10.9 (Microsoft Contracting Entity) of this Agreement. All notices required by this Agreement to be sent to You will be sent to the email or physical address on your application form. It is Your responsibility to keep your contact information with us updated.

10.2. *Relationship.* The parties are independent contractors. This Agreement does not create an employer-employee relationship, partnership, joint venture, or agency relationship, and does not create a franchise. You may not make any representation, warranty, or promise on Microsoft's behalf.

10.3. *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.

- 10.4. *No Waiver.* Any delay or failure by Microsoft to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.
- 10.5. *Non-Exclusively.* Your participation in the MCT Alumni Program is voluntary. Nothing in this Agreement restricts You from teaching, supporting, promoting, distributing or using non-Microsoft technology.
- 10.6. *Export Restrictions.* You acknowledge that the Microsoft content is of U.S. origin. You agree to comply with all applicable international and national laws that apply to this content, 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, see <http://www.microsoft.com/exporting/>.
- 10.7. *Assignment.* You will not assign, transfer, or sublicense this Agreement, or any right granted under this Agreement, in any manner. Any attempted assignment, transfer, or sublicense, by operation of law or otherwise, will be null and void.
- 10.8. *Attorneys' fees.* If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees, costs, and other expenses, including the costs and fees incurred on appeal or in a bankruptcy or similar action.
- 10.9. *Microsoft Contracting Entity.* The Microsoft contracting entity for this Agreement is determined by the country or region where You are located. See details below:
- 10.9.1. 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
- 10.9.2. The Microsoft entity for the following countries or regions is indicated below: Afghanistan, Albania, Algeria, Andorra, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Benin, Bosnia and Herzegovina, Botswana, Bouvet Island, Bulgaria, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Comoros, Congo, Cote d'Ivoire, Croatia, Cyprus, Czech Republic, Democratic Republic of Sao Tome and Principe, Democratic Republic of the Congo, Denmark, Djibouti, Egypt, Estonia, Ethiopia, Faeroe Islands, Finland, France, Gabon, Gambia, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Guadeloupe, Guinea-Bissau, Hungary, Iceland, Ireland, Israel, Italy, Jordan, Kazakhstan, Kenya, Kosovo, Kuwait, Kyrgyzstan, Latvia, Lebanon, Lesotho, Liberia, Liechtenstein, Lithuania, Luxembourg, Libya, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Moldova, Monaco,

Mongolia, Montenegro, Morocco, Mozambique, Namibia, the Netherlands, New Caledonia, Niger, Nigeria, Norway, Oman, Pakistan, Poland, Portugal, Qatar, Republic of Cape Verde, Republic of Equatorial Guinea, Republic of Guinea, Republic of Senegal, Reunion, Romania, Russian Federation, Rwandese Republic, Saint Helena, San Marino, Saudi Arabia, Serbia, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, South Africa, Spain, Svalbard and Jan Mayen, Swaziland, Sweden, Switzerland, Tajikistan, Tanzania, Togo, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Vatican City State, Yemen, Zaire, Zambia and Zimbabwe:

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

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

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

10.9.4. The Microsoft entity for India is:

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

10.9.5. The Microsoft entity for Japan is:

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

10.9.6. The Microsoft entity for Taiwan is:

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

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

Microsoft (China) Company Limited

6F Sigma Center
No. 49 Zhichun Road Haidian District
Beijing 100080, P.R.C

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

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

10.10. *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.

- a. **Generally.** Except as provided in Section 10.10(b), 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.
- b. **Other terms.** If your principal place of business is in one of the countries or regions listed below, the corresponding provision applies and supersedes Section 10.10(a) to the extent that it is inconsistent:
 - i. If your principal place of business is in Australia and its external territories, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, Cook Islands, Fiji, French Polynesia, French Southern Territories, Hong Kong SAR, Indonesia, Kiribati, Lao People's Democratic Republic, Macao SAR, Malaysia, Maldives, Marshall Islands, Mayotte, Micronesia, Nauru, Nepal, New Zealand, Niue, Northern Mariana Islands, Palau, Papua New Guinea, Philippines; Pitcairn, Samoa, Singapore, Solomon Islands, Sri Lanka, Thailand, Timor-Leste, Tokelau, Tonga, Tuvalu, Wallis and Futuna Islands, Vanuatu and Vietnam, this Agreement is construed and controlled by the laws of Singapore.
 1. If your principal place of business is in Australia or its external territories, Brunei, Malaysia, New Zealand or Singapore, You consent to the non-exclusive jurisdiction of the Singapore courts.
 2. If your principal place of business is in Bangladesh, Bhutan, Cambodia, Cook Islands, Fiji, French Polynesia, French Southern Territories, Hong Kong SAR, Indonesia, Kiribati, Lao People's Democratic Republic, Macao SAR, Maldives, Marshall Islands, Mayotte, Micronesia, Nauru, Nepal, Niue, Northern Mariana Islands, Palau, Papua New Guinea, Philippines; Pitcairn, Samoa, Solomon Islands, Sri Lanka, Thailand, Timor-Leste, Tokelau, Tonga, Tuvalu, Wallis and Futuna Islands, Vanuatu and Vietnam, any dispute related to this 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.

- ii. If your principal place of business is in India, the following applies: The MCT Agreement will be construed and controlled by the laws of India, and You consent to submit any dispute arising out of or in relation to the MCT Agreement including any question regarding its existence, validity or termination, and any addendum to the binding arbitration in Singapore under the Singapore International Arbitration Centre in Singapore, which rules are deemed to be incorporated by reference into this MCT Agreement. The tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in India.
- iii. If your principal place of business is in Japan, the following applies: The Agreement will be construed and controlled by the laws of Japan. You consent to exclusive original jurisdiction and venue in the Tokyo District Court. The prevailing party in any action related to this Agreement may recover its reasonable attorneys' fees, costs and other expenses.
- iv. If your principal place of business is in Afghanistan, Albania, Algeria, Andorra, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Benin, Bosnia and Herzegovina, Botswana, Bouvet Island, Bulgaria, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Comoros, Congo, Cote d'Ivoire, Croatia, Cyprus, Czech Republic, Democratic Republic of Sao Tome and Principe, Denmark, Djibouti, Egypt, Estonia, Ethiopia, Faeroe Islands, Finland, France, Gabon, Gambia, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Guadeloupe, Guinea-Bissau, Hungary, Iceland, Ireland, Israel, Italy, Jordan, Kazakhstan, Kenya, Kosovo, Kuwait, Kyrgyzstan, Latvia, Lebanon, Lesotho, Liberia, Liechtenstein, Lithuania, Luxembourg, Libya, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Moldova, Monaco, Mongolia, Montenegro, Morocco, Mozambique, Namibia, the Netherlands, New Caledonia, Niger, Nigeria, Norway, Oman, Pakistan, Poland, Portugal, Qatar, Republic of Cape Verde, Republic of Equatorial Guinea, Republic of Guinea, Republic of Senegal, Reunion, Romania, Russian Federation, Rwandese Republic, Saint Helena, San Marino, Saudi Arabia, Serbia, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, South Africa, Spain, Svalbard and Jan Mayen, Swaziland, Sweden, Switzerland, Tajikistan, Tanzania, Togo, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Vatican City State, Yemen, Zaire, Zambia, Zimbabwe, the following applies:

The Agreement is governed by and construed according to the laws of Ireland. You consent to the jurisdiction of and venue in the Irish courts in all disputes relating to this Agreement.

- v. If your 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. You consent 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.

vi. If your principal place of business is in Colombia or Uruguay, the following applies:

All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement will be settled by arbitration. The arbitration will be according to the UNCITRAL Arbitration Rules as presently in force. The appointing authority will be the International Chamber of Commerce ("ICC") acting according to the rules adopted by the ICC for this purpose. The place of arbitration will be Seattle, Washington, U.S.A. There will only be one arbitrator. The award will be in law and not in equity and will be final and binding on the parties. The parties hereto irrevocably agree to submit all matters and disputes arising in connection with this agreement to arbitration in Seattle, Washington, U.S.A.

vii. If your principal place of business is in Republic of Korea, the following applies: The Agreement will be construed and controlled by the laws of Republic of Korea. You consent to the exclusive original jurisdiction and venue in the Seoul Central District Court. The prevailing party in any action to enforce a right or remedy under this Agreement or to interpret a provision of this Agreement will be entitled to recover its reasonable attorneys' fees, costs and other expenses.

(vii) If your 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.

10.11. *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 prior MCT Alumni Program agreement.