

MICROSOFT CERTIFIED TRAINER PROGRAM AGREEMENT

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

GENERAL TERMS

1. DEFINITIONS

Unless otherwise defined herein, the terms in this MCT Agreement will have the same meaning as defined terms in the Microsoft Credentials Program Agreement. In addition:

Achievement Code: URL containing campaign codes and MAICPP Location ID, delivered to every Learner who attains Course Completion status. Learner can redeem an Achievement Code on Microsoft Learn to add an achievement badge to their Microsoft Learn profile. Achievement Codes are only provided to Learners who are completing a full-length official Microsoft course.

Authorized Microsoft Program: Program approved by Microsoft to deliver training solutions to learning customers. Approved programs include Microsoft Cloud Partner Program, , Microsoft Training Services Partner Program, Microsoft ESI Program, Microsoft Learn, Microsoft Educator Programs, and other internal Microsoft services teams.

Authorized Lab Host (ALH): Lab hosting company authorized by Microsoft to sell, host and provision virtual Lab Environments to Authorized Microsoft Program members and their students to support hands on experiences associated with the Microsoft Learn product family.

Learning Path: Collection of Microsoft Learn modules that supplement instructor-led training courses to teach a specific skill and help learners prepare for a certification exam by providing them with additional resources and practice.

Instructional Skills Certificate: Verification of completion of a professional development program validating an individual has skills and capabilities to instruct adult learners.

Instructional Skills Certificate Provider: Organization enrolled in the Microsoft Instructional Skills Certificate Provider program and cited on the [Microsoft Certified Trainer \(MCT\) Program page](#) as approved to verify the instructional skills of MCT candidates.

MCT Lounge: Dedicated community space for Microsoft Certified Trainers (MCTs) and MCT Alumni on the Microsoft Tech Community platform. It provides access to MCT resources, events, and discussion forums, as well as MCT Regional Hubs that connect local MCTs and MCT Regional Leads.

Microsoft: Microsoft entity identified in Section XX of this MCT Agreement.

Microsoft Authorized Reseller: A company authorized to resell Microsoft products and/or services.

Microsoft Certified Trainer or MCT: An individual who is a member of the Microsoft Certified Trainer Program, holds at least one qualifying credential, and has met the instructional skills requirement to deliver instructor-led training using Official Microsoft Learning Products for technology solutions in which they hold an active and valid credential.

Microsoft Certification: Credential that validates the skills and knowledge required for specific job roles that use Microsoft technologies. It is earned by passing one or more exams that reflect real-world scenarios and challenges.

Microsoft Credential: Term that refers to any type of validation or verification of proficiency with Microsoft products and services. It includes both Microsoft Certifications and Microsoft Applied Skills, which are scenario-based assessments that demonstrate practical application of Microsoft technologies.

Microsoft Instructional Skills Certificate Provider Program: Program for organizations that are approved by Microsoft and listed on the [Microsoft Certified Trainer Learn](#) page to validate MCT candidates' instructional skills. The program ensures that providers meet the criteria specified on [the Instructional Skills Provider requirements page](#) and receive training to maintain program compliance.

Microsoft Learn ILT Courseware: Materials found on Microsoft Learn used in the delivery of the instructor-led Microsoft training.

Official Microsoft Learning Products: Microsoft Learn ILT courseware, Microsoft Certified Professional (MCP) exam certification vouchers, trainer resources, practice tests, Virtual Lab Environments and Microsoft services, software, and technologies obtained from Authorized Lab Hosters (ALHs), and/or Microsoft Learn.

Private Training Session: Instructor-led training classes provided by Microsoft AI Cloud Partner Program members for corporate customers to teach a predefined learning objective using Official Microsoft Learning Products. These classes are not advertised or promoted to the general public, and class attendance is restricted to individuals employed by or contracted by the corporate customer.

Public Training Session: Instructor-led, open-enrollment training classes using Official Microsoft Learning Products that are offered by Authorized Microsoft Program members and delivered to the general public. These classes may be advertised and can include Students from multiple organizations and/or individuals not affiliated with an organization.

Student: Individual who attends a Microsoft private or public training session.

Software: Any Microsoft software, system pass, or subscription provided as a benefit of the MCT Program.

Training Evaluation Tool: Training evaluation tool required by program.

Trainer Materials: Official Microsoft Learning Products, and the accompanying materials, that are only for use by MCTs to teach a Training Session using Official Microsoft Learning Products. Trainer materials may include Microsoft PowerPoint presentations, trainer preparation guide, train the trainer materials, instructor notes and demonstration guides for the Official Microsoft Learning Products.

Training Services Partner: Microsoft AI Cloud Partner Program (MAICPP) member in good standing currently participating with a Microsoft Learning Action Pack or Solutions Partner for Training Services designation.

Training Sessions: Any Public Training Session or Private Training Session delivered in-person or as a Virtual Training Session.

Virtual Lab Environment: Virtualized environment consisting of one or more virtual hard disk images of Microsoft software titles, supporting and configuration files, content, sample applications, and other components, such as M365/D365 tenants.

Virtual Training Session: Online, live instructor-led, open enrollment training class using Official Microsoft Learning Products that is offered by an Authorized Microsoft Program member and delivered to Students in real time via the Internet.

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

2 MCT PROGRAM REQUIREMENTS

2.1 MCT Program Enrollment and Renewal

Certain requirements must be met throughout the Term of this MCT Agreement to obtain and maintain MCT status. **Obtaining and Maintaining MCT Status.**

2.1.a. To be eligible to enroll in the Microsoft Certified Trainer Program, you must meet the following requirements:

- i. Currently hold a [qualifying Microsoft certification](#),
- ii. Possess an Instructional Skills Certificate verified by an organization enrolled in the Microsoft Instructional Skills Certificate Provider Program,
- iii. Complete and submit the MCT Program online application form.
- iv. Agree to the terms and conditions of this MCT Agreement by selecting "I Accept" and submitting the current MCT Agreement to Microsoft,
- v. Pay any applicable MCT Program fees required at the time of enrollment.

You will receive email notification from Microsoft informing you whether your MCT Program

application is approved or not approved. If you have questions about the MCT Program requirements, please refer to [the MCT Program website](#) and contact [MCT Support](#) if questions persist. MCTs can download the MCT Program badge from the MCT Lounge: <https://aka.ms/mctbadge>.

2.1.b. To maintain your existing MCT status, you may be required to show proof of the following annual expectations:

- i. Deliver 6 Private or Public Training sessions each year and be able to provide training survey reports in a Training Evaluation Tool;
- ii. Maintain a trainer score in a Training Evaluation Tool of average or higher;
- iii. Renew MCT status prior to the MCT expiration date noted in your Microsoft Learn transcript;
- iv. Pay any applicable MCT Program fees required at the time of renewal.

Upon renewal of the Microsoft Certified Trainer status, you will receive an email from Microsoft verifying your enrollment in the MCT Program for the coming term and your expiration date in the Microsoft Learn transcript will be updated. MCTs can download the MCT Program badge from the MCT Lounge: <https://aka.ms/mctbadge>.

2.2 MCT Program Benefits

2.2.a. You may receive the benefits as described on the [MCT Program website](#). Benefits may vary based on your credentials and country. Some MCT Program benefits may only be available in English. The benefits available under the MCT Program are solely for your own use and only while you are an active MCT Program member. The benefits may only be used to prepare for training students or to demonstrate for students how to use or support Microsoft technologies.

2.2.b. MCT are granted access to the secured MCT Lounge community platform available at <https://aka.ms/mctlounge>. To join MCT Lounge, MCTs just follow the instructions provided at <https://aka.ms/requestmctaccess>. MCTs are expected to visit MCT Lounge frequently to remain informed of MCT Program changes, courseware updates, trainer events, Microsoft policy changes, community discussions, and job opportunities.

2.2.c. MCT Program benefits may have additional terms, conditions and licenses. Your use of any MCT Program benefit must comply with those additional terms, conditions and licenses in this MCT Agreement. You must:

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

2.2.d. Microsoft Software & Services Subscription benefits are distributed based on the following

requirements and may be revoked at any time:

- i. If you currently hold an eligible Microsoft Certification Trainer status in good standing, Microsoft may provide you with one of the **"Software & Services Subscription"** benefits as a MCT Program benefit.
- i. The software obtained through a Software & Services Subscription (**"Software"**) is licensed, not sold, and is licensed on a per user basis.
- ii. You may not share, transfer, resell, assign, rent, lease, lend or sublicense the Software and Services Subscription, any Software or product keys.
- iii. Software subscriptions may not be used or installed in the classroom for student use. It may only be installed and run on devices in your possession and used solely for you to expand your technical expertise on Microsoft products, prepare to teach a Training Session, or to demo the use of Microsoft technology functionality to students.

2.2.e. The Software may require a product key to install or access it. You are responsible for the use of any keys assigned to You:

- i. You may only activate product keys on up to 3 personal devices per product title
- ii. Activation of product keys above this number is subject to review by Microsoft corporation.
- iii. MCTs found violating the above outlined restrictions on product keys could lose access to the Software and Services Subscription benefit, are subject to removal from the MCT program, and may be barred from participating in the Microsoft Certified Professional program.

2.2.f. Microsoft provides MCT's with Azure Passes for the purpose to prepare for delivery of new eligible course requiring the use of an Azure Pass. In order to obtain an Azure Pass the MCT must be an active member of the MCT program. For terms and conditions see <https://aka.ms/MCTAzurePass>. Microsoft reserves the right to terminate the MCT Azure Pass program at anytime. 2.2.e You acknowledge and agree to comply with any additional terms, conditions and licenses that are applicable to, accompany or are included with any of the Software, services, subscriptions, accounts, sites, support, documentation or content obtained through a Software & Services Subscription. The provisions of this MCT Agreement will control in the case of any conflict between this MCT Agreement and those additional terms conditions and licenses, but solely to the extent of any inconsistency.

2.3 Official Microsoft Learning Products and Trainer Materials Requirements

2.3.a. You may only use Official Microsoft Learning Products and Trainer Materials to prepare to teach and to teach Training Sessions for Authorized Microsoft Program members, including Microsoft Partners and Training Services partners. Only Authorized Microsoft Program members can schedule and offer Official Microsoft courses. Only MCTs can be hired by Authorized Microsoft Program members to deliver Official Microsoft courses.

2.3.b. Microsoft courseware Trainer Materials, including slide decks and Trainer Prep Guides, cannot be distributed anyone not enrolled in the MCT Program, including learners.

2.3.c. Your use of Official Microsoft Learning Products and Trainer Materials must strictly comply with the restrictions and guidelines in this MCT Agreement and all additional terms, conditions and licenses that are applicable to, accompanies, or are included with the Official Microsoft Learning Products and the Trainer Materials. You must accept the additional terms, conditions and licenses before you can use any Official Microsoft Learning Products title or Trainer Materials.

2.3.d. You may only teach the Official Microsoft Learning Product/ ILT courseware titles associated with the credentials you have earned. MCTs found to be teaching courses for which they do not possess the associated credentials may be immediately removed from the MCT Program.

2.4 Supplemental Materials

2.4.a You may teach additional content ("**Supplemental Materials**") when teaching a Training Session that uses Official Microsoft Learning Products, provided that:

- i. The Supplemental Materials are clearly differentiated from the Official Microsoft Learning Products,
- ii. It is not suggested or implied that the Supplemental Materials are from Microsoft or that Microsoft endorses or recommends the Supplemental Materials,
- iii. Supplemental Materials are advertised as third-party Supplemental Materials,
- iv. You warrant and represent that any Supplemental Materials used in the Training Session do not and will not infringe or misappropriate any copyright, patent, trade secret, trademark, trade name or other proprietary right held by any third party.

2.4.b. MCTs are empowered to create their own social media profiles, tutorial videos and other personally branded training assets. These videos and other resources cannot include any portion of the copyrighted Official Microsoft Learning Products and Trainer Materials, including slide decks and the Trainer Prep Guide.

2.4.b. You hereby agree to defend, indemnify, and hold Microsoft harmless from and against any damages, liability, costs, or expenses, including attorneys' fees and costs, arising out of third-party claims in connection with such Supplemental Materials.

2.5 Agreements with Third Parties

You are solely responsible for negotiating, entering into and fulfilling the terms of any and all agreements with your training clients. Any such agreement will be the sole and exclusive obligation of you and the organization employing your trainer services. Microsoft will have no obligation of any kind, or nature, to you or the customer arising out of or relating to such agreements.

2.6 Learner Satisfaction Surveys

Microsoft leverages the Training Evaluation Tool to collect learner feedback on all Official Microsoft Learning Products delivered by the Trainer Service Partner community.

2.6.a. MCTs are required to register in the Metrics That Matter platform allowing their MCT account profile and MCID to be associated with training deliveries.

2.6.b. Training Services Partners will be able to associate your MCT account profile and MCID with the course deliveries you teach and provide you with the learner survey link.

2.6.c. MCTs should direct Students to submit online evaluations at the conclusion of every Training Session using the training evaluation system designated by the Training Services Partner.

2.6.c Annual renewal in the MCT Program requires the presence of Student online evaluations in accordance with the requirements defined in Section 2.1.b.

2.7 Confidentiality

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

2.7.b. All information, resources, events, and tools shared on the MCT Lounge are considered Microsoft Confidential Information and may not be shared with the public.

2.8 Compliance

2.8.a You must remain in full compliance with the most current version of the MCT Agreement, the Microsoft Certification program agreement and any additional requirements listed on the [MCT Program website](#) throughout the term of this MCT Agreement to remain in the MCT Program.

2.8.b. Microsoft may provide you with access to MCT benefits, Official Microsoft Learning Products, Virtual Lab Environments, Software, Trainer Materials and content which may have additional terms, conditions, and licenses, which you must accept prior to your use. You must abide by those additional terms, conditions and licenses when using any MCT benefit, Official Microsoft Learning Products, Virtual Lab Environment, Software, Trainer Materials or other content and your use constitutes acceptance of any additional terms. The terms in this MCT Agreement supersede any conflicting terms in those additional terms, conditions, and licenses, but solely to the extent of any inconsistency.

2.8.c. You may not modify, distribute, copy, transmit, post, display, publish, create derivative works from, or reverse-engineer any Official Microsoft Learning Products, Virtual Lab Environments, Software, Trainer Materials, or other content without prior written permission from Microsoft.

2.8.d. You agree to participate in any on-location or remote inspection and/or audit that Microsoft and/or its designees may conduct. Such audits and/or inspections may include, without limitation: physical on-site audits and inspections regarding your use of any MCT benefit, Official Microsoft Learning Products, Virtual Lab Environments, Software, Trainer Materials, Training Session materials, Student rosters, and Training Evaluation Tool results.

2.8.e. You will not engage in any misconduct that could compromise the confidentiality, integrity, or security of Microsoft Credentials or the MCT Program.

2.8.f. You agree to abide by the standards and requirements designed to prevent the piracy and fraudulent use of any Microsoft product, technology, or service, including the Official Microsoft Learning Products, Virtual Lab Environments, Software, Trainer Materials, content, and intellectual property associated with Microsoft technologies and services. Piracy/fraud includes:

- i. Unauthorized copying, access to, use or distribution of any MCT benefit, Official Microsoft Learning Products, Virtual Lab Environments, Software, Trainer Materials, Microsoft software, information relating to Microsoft Certification exams, including exam questions and answers, or information and content obtained or accessed under the MCT Program; and
- ii. Any fraudulent reporting, including Student evaluations.
- iii. Any fraudulent use of Azure Passes, M365 and D365

3 PRIVACY

3.1 Personal Information.

You acknowledge and agree that Microsoft collects certain information about you to operate the MCT Program and that the Credentials you have earned and your MCT Program activities may be tracked and associated with your personal information. Please refer to the [Microsoft Privacy Statement](#) regarding our use, collection, and sharing of personal data.

3.2 Use of Personal Information

3.2.a Student online surveys collected in the Training Evaluation Tool may be reviewed by the MCT Program team to verify trainer activity and quality for continuation in the MCT Program.

3.2.b Student online surveys collected in the Training Evaluation Tool may be reviewed to award you for high quality training delivery.

3.2.c The [MCT Lounge](#) community site will serve as the primary communication tool for MCT Program communications. Periodically, the Microsoft may contact you directly via your registered MCT email address to provide MCT Program announcements, surveys, and event information.

3.3 Disclosure of Personal Information

3.3.a. You grant Microsoft the right to share your name, contact information (including email address), employers' company name, the Credentials you have earned and your status in the MCT Program with:

- i. Other Microsoft programs to verify your and your employer's compliance with other

Microsoft program requirements, and

- ii. Microsoft Affiliates, the Microsoft Authorized Resellers and with the third- party exam delivery providers and testing centers that deliver Microsoft Certification Exams in connection with your participation in the MCT Program.

3.3.b. You grant Microsoft the right to publish your name, biographical information, contact information, including email address and website URLs, Microsoft Credentials and status, and your employer's company name, in whole or in part in connection with your participation in the MCT Program.

4 VIRTUAL LAB ENVIRONMENT

4.1 Virtual Use

You may only use a Virtual Lab Environment to prepare for and deliver a Training Session through an Authorized Microsoft Program. However, you must use the Virtual Lab Environment that corresponds to the Official Microsoft Learning Product that you are teaching. You may not use the Virtual Lab Environments for any other purpose.

4.2 Restrictions

You must use Virtual Lab Environments provided by a Lab Host when delivering a Training Session.

5 Training Session Recording and Distribution

5.1 Training Session Recording

Under the following conditions, Training Services Partners may provide Students with recordings of training sessions leveraging Official Microsoft Learning Products as supplemental material:

5.1.a The individual receiving the recording is officially registered for the original live training session in which the recording was created.

5.1.b. All individuals on the recording are made aware that their participation may be recorded and shared with individuals from the specific course they are attending.

5.1.c. The Microsoft Certified Trainer (MCT) delivering the training session has been notified of the intent to record prior to the training session.

5.2 Session Recording Distribution

5.2.a Training Services Partners may not record training sessions leveraging Official Microsoft Learning Products with the intent of marketing or commercially distributing broadly to individuals not associated with the original training session.

5.2.b. MCTs may not record training sessions leveraging Official Microsoft Learning Products independently. MCTs may not distribute recorded training sessions or provide learners access to recordings of Official Microsoft Learning products for asynchronous consumption.

6 RESERVATION OF RIGHTS

Microsoft owns all right, title and interest in and to the Official Microsoft Learning Products, Software, Trainer Materials, Virtual Lab Environments, and other content, documentation, information and materials obtained via the MCT Program. The Official Microsoft Learning Products, Software, Trainer Materials, Virtual Lab Environments, and other content, documentation, information and materials obtained via the MCT Program are licensed not sold. Microsoft reserves all rights not expressly granted in this MCT Agreement. No additional rights or licenses whatsoever (including, without limitation, any implied licenses, or any license under trademark or patent rights) are granted by implication or otherwise.

7 CONDUCTING BUSINESS

7.1 Business Practices

You will conduct all business in your capacity as an MCT in a manner that: (a) does not in any way adversely impact Microsoft's reputation; (b) avoids deceptive, misleading, or unethical practices; (c) complies with all applicable laws, regulations, and ordinances; (d) complies with copyright and other intellectual property and proprietary rights protections complies with the terms and conditions in this MCT Agreement.

7.2 Community Practices

To remain informed of MCT Program changes, standards, resources, and discussions, all MCTs are expected to join and participate in the [MCT Lounge](#) on Microsoft Tech Community. Members of the MCT community must adhere [MCT Community Expectations](#) defined on the MCT Lounge. Any MCTs violating these community policies are subject to removal from MCT online forums and will be subject to MCT membership suspension and/or termination.

7.3 Trademark Restrictions.

7.3.a Nothing in this MCT Agreement authorizes you to use Microsoft Corporation trademarks, service marks, or official Microsoft logos.

7.3.b The MCT Program badge, which contains the Microsoft logo, is an image specific to the MCT Program. Currents MCTs are authorized to use the MCT Program badge to associate themselves and their business with the Microsoft Certified Trainer Program. The MCT Program badge and its standards of use are available on the MCT Lounge community site.

7.4 No Endorsement

You may not falsely advertise, imply, or suggest in any manner that you are employed by, affiliated with, endorsed, or sponsored by Microsoft. If true and consistent with the terms of this MCT Agreement, you may state that you have successfully completed all requirements to deliver Official Microsoft Learning Products. If you are endorsed for a limited engagement or event by Microsoft, the endorsement is limited to the specific event and does not continue in perpetuity. You may not make any representations, warranties, or promises on behalf of Microsoft. During the term of this MCT Agreement, you will insert the following language in any contract pursuant to which you, acting as a MCT, will provide training on Microsoft software and technologies:

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

7.5 Anti-Piracy

You will take all available steps to protect Microsoft's intellectual property, and you will not engage in any fraud or infringement of Microsoft's intellectual property in any form. This includes unauthorized reproduction, distribution, or use of Microsoft software, products, or technologies. You will promptly notify Microsoft at mctprog@microsoft.com of any suspected counterfeiting, piracy or other infringement of Microsoft intellectual property, and you will cooperate with Microsoft in the investigation.

8 CHANGES TO THE MCT PROGRAM

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

9 AUDITS

During the Term of this MCT Agreement and for three (3) years thereafter, Microsoft reserves the right to audit all aspects of your participation in the MCT Program to verify statements issued by you, including your technical knowledge and instruction skills, your compliance with this MCT Agreement, information distributed by the MCT Program, all licenses, and other terms that are applicable to, accompanies or is included with any MCT benefit, Official Microsoft Learning Products, Virtual Lab Environment component, Trainer Materials and other content.

10 TERM AND TERMINATION

10.1 Term

This MCT Agreement is effective as of the Effective Date of the MCT Enrollment or Renewal and will automatically terminate one (1) year from that Effective Date unless terminated earlier in accordance with this MCT Agreement.

10.2 Renewal

This MCT Agreement will not renew automatically. Microsoft has no obligation to renew your MCT Program membership or enter a new MCT agreement with you. To be considered for renewed

membership, you must renew membership manually, before your annual anniversary/expiration date. You are ineligible to re-enroll in the MCT Program if previously terminated for cause. In order to be considered for renewals, you must complete all renewal requirements as cited in this MCT Program Agreement.

10.3 Termination without Cause

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

10.4 Automatic Termination

Should you lose your status as an MCT during the term of this MCT Agreement, this MCT Agreement will automatically terminate.

10.5 Termination with Cause

Microsoft, at its sole discretion, may immediately terminate this MCT Agreement if: (a) You fail to comply with any of the terms and conditions in this MCT Agreement or the Program Guide, (b) You intentionally falsified your Microsoft certification, credentials, or instructional skills certificate, (c) You fraudulently report your Training Evaluation Tool customer/Student evaluations or if your dissatisfied rating exceeds 10% for six consecutive months in your Training Evaluation Tool evaluations, (d) 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. (e) You engage in activities compromising the integrity of the MCT Program, (f) a government agency or court finds that services you provided concerning the Official Microsoft Learning Products are defective in any way, or (g) You misrepresent your certification status or relationship with Microsoft. Depending on the severity of noncompliance, you may also be permanently decertified and terminated from the MCT Program.

10.6 Effect of Termination

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

- i. Cease all activity relating to the MCT Program,
- ii. Cease all access to and use of, uninstall and destroy all copies of all Trainer Materials, Virtual Lab Environments and its components, Software and content provided to you as a result of your participation in the MCT Program,
- iii. Stop identifying yourself as a participant in the MCT Program,
- iv. Stop representing any future training deliveries as official Microsoft instructor-led trainings,
- v. Cease teaching Official Microsoft Learning Products titles,
- vi. Discontinue all uses of any MCT Program benefit, and

vii. Cease all access to the Microsoft Learning Download Center and the MCT website.

10.6.b. Within 10 days after the expiration or termination of this MCT Agreement, you must permanently delete and destroy all Trainer Materials, Software, content and Virtual Lab Environments and its components from all your devices. Upon request, you will provide Microsoft with a signed certificate of destruction. Microsoft will not be liable to you or any third party for costs or damages of any sort resulting from:

- i. The termination of this MCT Agreement in accordance with its terms,
- ii. Your termination from the MCT Program, or (c) changes to the MCT Program or the MCT Program benefits.

10.7 Waiver of Rights and Obligations

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

10.8 Survival

The provisions of this Agreement that, by their terms, require performance after the Term or have application to events that may occur after the Term, will survive the expiration or termination of this Agreement. Without limiting the foregoing, all confidentiality and indemnity provisions will survive the expiration or termination of this Agreement.

11 DISCLAIMER OF WARRANTIES

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

12 LIMITATION OF LIABILITY

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

13 INDEMNIFICATION

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

14 MISCELLANEOUS

14.1 Notices

Notices may be provided by electronic or physical mail. Notices to Microsoft should be sent to Microsoft Certified Trainer program. All notices to you in connection with this MCT Agreement will be sent to you at the email address in your MCT Program application. It is your responsibility to keep your contact address (email and shipping) information with us updated.

14.2 Severability

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

14.2 No Waiver

Any delay or failure by Microsoft to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.

14.3 Non-Exclusivity

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

14.4 Export Restrictions

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

14.5 Relationship

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

14.6 Assignment

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

14.7 Entire Agreement

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

14.8 Order of Precedence

In the event of conflict between the Microsoft Credentials Program Agreement and this MCT Agreement, this MCT Agreement will control.

14.9 Microsoft Contracting Entity

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

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

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052 USA

The Microsoft entity for the following countries or regions is indicated below: Afghanistan, Aland

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

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

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

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

The Microsoft entity for India is:

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

The Microsoft entity for Japan is:

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

The Microsoft entity for Taiwan is:

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

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

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

The Microsoft entity for the Republic of Korea is: Microsoft
Korea, Inc

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

14.10 Applicable law

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

a. **Generally.** Except as provided in the laws of the State of Washington govern this MCT Agreement. If federal jurisdiction exists, the parties' consent to exclusive jurisdiction and venue in the federal courts in King County, Washington. If not, the parties' consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington.

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

- i. If your principal place of business is in Australia and its external territories, Bangladesh, Bhutan, British Indian Ocean Territory, Brunei, Cambodia, Cook Islands, Democratic Republic of Timor-Leste, Fiji, French Polynesia, French Southern Territories, Hong Kong

SAR, India, Indonesia, Kiribati, Lao Peoples Democratic Republic, Macao, Malaysia, Maldives, Marshall Islands, Mayotte, Micronesia, Myanmar, Nauru, Nepal, New Zealand, Niue, Northern Mariana Islands, Palau, Papua New Guinea, Philippines, Pitcairn, Samoa, Singapore, Solomon Islands, Sri Lanka, Thailand, Timor-Leste, Tokelau, Tonga, Tuvalu, Wallis and Futuna Islands, Vanuatu or Vietnam, this Agreement is construed and controlled by the laws of Singapore.

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

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

- ii. If your principal place of business is in Japan, the following applies: The MCT Agreement will be construed and controlled by the laws of Japan. You consent to exclusive original jurisdiction and venue in the Tokyo District Court.

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

Togo, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Vatican City, West Bank, Western Sahara, Yemen, Zambia or Zimbabwe, this MCT Agreement is governed by and construed according to the laws of Ireland. You consent to the jurisdiction of and venue in the Irish courts in all disputes relating to this MCT Agreement.

- iii. If your principal place of business is in the People's Republic of China, the following applies. For purpose of this MCT Agreement, the People's Republic of China does not include Hong Kong SAR, Macao SAR, or Taiwan:

The MCT Agreement will be construed and controlled by the laws of the People's Republic of China. You consent to submit any dispute relating to the MCT Agreement to binding arbitration. The arbitration will be at the China International Economic and Trade Arbitration Commission in Beijing ("CIETAC") according to its then current rules.

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

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

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

Updated April 2024

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