

CIW CERTIFICATION AGREEMENT (“AGREEMENT”)

1. PURPOSE

Certification Partners, LLC (“Certification Partners”) has created and/or manages a variety of CIW Programs. Please see www.ciwcertified.com for a list of active and retired programs.

Programs may be added, altered, deleted, substituted or otherwise changed from time to time, and the inclusion of a Program here is not an agreement to continue to provide or support such a Program.

2. DEFINITIONS

- 2.1. **“Program”** means any one of the certification programs offered by Certification Partners under this Agreement.
- 2.2. **“Marks”** include but are not limited to Certification Partners’s logos, trademarks or other proprietary marks with respect to any and all active or retired CIW Programs or any additional mark which Certification Partners may offer at any time.
- 2.3. **“Licensed Services”** means selling, providing in any manner, administering or offering pre- and post-sales service and support of Certification Partners courseware that corresponds with the Programs successfully completed by the participant. *If you have successfully completed a Certification Partners CIW Certification exam, licensed services additionally means administering the overall project of developing, deploying, and managing an Internet or intranet site. The CIW Program may include but is not limited to third-party training, products and/or certifications, aspects of which are beyond the control of Certification Partners.*
- 2.4. **“Exam”** means any high-stakes CIW certification test offered by Certification Partners, available through designated Testing Centers worldwide.
- 2.5. **“Testing Center”** means a facility authorized by Certification Partners to administer high-stakes Exams.

3. PROGRAM CERTIFICATION

Your Program certification is based on successful completion of a certification Exam and adherence to requirements in the current or future Program as may be disclosed. Program certification requirements are available at www.ciwcertified.com and www.ctpcertified.com. Certification Partners may change at any time the requirements for obtaining or maintaining any Program certification.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CERTIFICATION PARTNERS HAS THE RIGHT TO REFUSE TO GRANT, TO REVOKE, OR TO NOT RENEW YOUR CIW PROGRAM

CERTIFICATION IF CERTIFICATION PARTNERS REASONABLY DETERMINES IN GOOD FAITH THAT YOUR CERTIFICATION OR USE OF THE CORRESPONDING MARKS WILL ADVERSELY AFFECT CERTIFICATION PARTNERS OR THE PROGRAM(S). THIS AGREEMENT APPLIES TO ANY AND ALL PROGRAMS THAT YOU COMPLETE.

4. USE OF LICENSE

Subject to the terms and conditions of this Agreement, Certification Partners grants to you a non-exclusive and non-transferable license to use the Marks relating to the Program certification you have earned. You may use the Marks on promotional displays and advertising materials as may, in your judgment, promote your Program certification. You may not use the Marks or claim to be certified in a Program unless you have completed the Program certification requirements and have been notified by Certification Partners electronically or in writing that you have achieved certification status for that particular Program. You agree to cease using the Marks immediately upon notification by Certification Partners to do so.

You shall at no time use the Marks to mislead, misrepresent, imply or suggest (1) that you have obtained a level of certification that you have not; (2) that Certification Partners endorses or recommends the services provided by you or your employees, contractors or affiliates; or (3) that Certification Partners has entered into a joint venture, partnership, or any relationship with you other than having granted a Program certification to you.

5. OWNERSHIP

No title to or ownership of the Exam content or Marks or proprietary technology is licensed to you. Certification Partners owns and retains all title and ownership in the Exam content, including without limitation all copyrights and intellectual property rights. Certification Partners owns and retains all title and ownership including without limitation all intellectual property rights in its products and Marks.

6. AGREEMENT TERM

This Agreement becomes effective upon your agreement to the electronic acknowledgment at the end of this Agreement. Certification Partners's obligation to perform, your ability to use the Marks, and your certification status will begin on the date you receive written or electronic notice from Certification Partners that you have met all the requirements necessary to receive your specific Program certification.

- 6.1.** This Agreement does not obligate Certification Partners to comply or otherwise provide service until Certification Partners has notified you electronically or in writing that you have met all Program requirements, including accepting the terms of this Agreement. You must communicate your acceptance by submitting an electronic form before you complete the Program requirements.

- 6.2. Either party may terminate this Agreement without cause for any or no reason by giving thirty (30) days' or more prior written notice to the other party. The termination will not relieve you from your obligations to Certification Partners to protect its services, Marks, or proprietary information, or for you to otherwise perform under this Agreement. Termination by Certification Partners is without prejudice to any rights it may have under this Agreement. In addition, Certification Partners may cancel this Agreement if you fail to perform any of your obligations under this Agreement or if you use the Marks before receiving notification from Certification Partners of your Program certification.
- 6.3. In the event of a default on your part, Certification Partners may immediately terminate this Agreement. Certification Partners will give you written notice of termination of this Agreement.
- 6.4. Upon termination of this Agreement for any reason, you must immediately stop using the Marks. Upon termination, all rights granted to you under this Agreement will cease, including any rights to represent your former or current status within any Certification Partners certification Program.

7. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

You specifically agree as part of this Agreement to retain in confidence all confidential information and knowledge transmitted to you by Certification Partners. "Confidential Information" specifically includes but is not necessarily limited to **Exam items and materials. Such Exam items and materials may not be disclosed or discussed in any portion with others, or posted or published in any forum or through any medium whatsoever, or in any manner disclosed--either orally, through notes, or transmitted electronically in any forum or in any way whatsoever.** You are also obligated to maintain the confidentiality of information that you may have received in any manner from any other party that is the Confidential Information of Certification Partners, including Exam items and materials. You must notify Certification Partners of the receipt of Confidential Information from another party within 24 hours of receipt. The failure to comply fully with these provisions shall be deemed to be a breach of this Agreement. **Nothing herein shall prohibit Certification Partners from seeking criminal sanctions for dissemination or disclosure of its proprietary and Confidential Information. Your obligation of confidentiality under this Agreement shall survive the termination or expiration of this Agreement.**

You understand, acknowledge and agree that Certification Partners has invested substantially in developing and administering the Exams, and that it carefully guards the integrity and confidentiality of the Exams; that neither the whole or any portion of the Exams may be reproduced without the express written permission of Certification Partners; and that the Exams are Confidential Information of Certification Partners and are not to be solicited or obtained from any individual or Internet site, or from any organization other than the Testing Center or another entity authorized by Certification Partners to distribute the Exams; and that the Exams are not to be disclosed, published, disseminated or distributed to any individual, organization or Internet site for any purpose

by any means, verbal or written, electronic or mechanical, without the express written permission of Certification Partners.

8. YOUR CONDUCT DURING EXAMINATION

Exam security is vital to the value of CIW Program certifications. You are obligated to help protect the integrity and value of the CIW Program certifications by your own appropriate conduct and by reporting to the Testing Center administrator any known instances of misconduct by other CIW certification candidates taking the Exam. You understand that if Certification Partners reasonably determines that you have engaged in misconduct, your Exam may be terminated, your certification may be revoked, you may be prohibited from taking further CIW exams and you may be prohibited from further participation in the CIW certification Programs. You agree that:

8.1. You will not participate in any cheating incident, breach of security, misconduct or any other behavior that could be considered a compromise of the integrity or confidentiality of the Exam; and

8.2. You will not give to or receive from any other certification candidate assistance of any kind related to the Exam during such Exam; and

8.3. You will not use any aids, notes or other materials during the Exam other than those expressly allowed by Certification Partners; and

8.4. You will not attempt to take the Exam for someone else; and

8.5. You will follow Exam regulations and instructions of the Testing Center administrator and will not otherwise violate any Testing Center regulations or policies; and

8.6. You will not cause a disturbance of any kind in the Testing Center; and

8.7. You will not record or attempt to record any Exam items, questions or responses in any format, electronic or written, in the form of images, recordings, videos, documents, notes, note boards or scratch paper; and

8.8. You will not tamper with the operation of a Testing Center computer or attempt to use it for any function other than taking the Exam during such Exam; and

8.9. You will not talk in the testing area; and

8.10. You will not violate the terms of the CIW Retake Policy referred to below in this Agreement; and

8.11. You will not distribute CIW Exam content, including but not limited to, items, distractors, responses and other information to third parties after you have completed the Exam; and

8.12. You will not knowingly solicit or use Exam content from other candidates, test preparation providers, practice exam vendors or any other individual or entity. This

prohibition includes usage of materials distributed through Internet sites commonly referred to as “Braindumps.” Braindumps are collections of stolen Exam content, sold for the profit of the seller, and are damaging to the value of the CIW Programs. Use of material obtained from braindump sites, or from other candidates, test preparation providers, practice exam vendors, or from any other individual, entity or Internet site is strictly prohibited, and is grounds for decertification and restriction from further participation in the CIW Programs.

8.13 You will not knowingly obtain exam vouchers or purchase exam attempts through fraudulent means, including, but not limited to presenting false identity or paying exam fees using stolen credit cards. Exams taken by fraudulent means will be disallowed, and will be removed from your certification record. If any certifications have been awarded as a result of a passing score on a fraudulently obtained exam, that candidate will be subsequently decertified. Candidates taking exams obtained through fraudulent means may be prohibited from future participation in the CIW programs for any period of time as determined by Certification Partners, LLC.

9. YOUR CONDUCT UPON CERTIFICATION

Holders of CIW certifications are members of a professional community of practice. The value of certification depends upon certification Exam security and appropriate business practices by CIW certification candidates and certification holders. As such, you are obligated to help protect the integrity and value of the Programs by reporting to Certification Partners’ certification department any known instances of misconduct by CIW certification candidates or certification holders.

- 9.1.** You agree to conduct business in a manner that reflects favorably at all times on the Programs and reputation of Certification Partners. You agree not to misrepresent your certification status or your level of skill and knowledge related thereto.
- 9.2.** You will not participate in any breach of security, misconduct or any other behavior that could be considered a compromise of the integrity or confidentiality of any CIW Exam or Program certification. You understand that if Certification Partners reasonably determines that you have engaged in misconduct, you may be prohibited from further participation in any CIW certification Program.
- 9.3.** You will not: (1) violate the terms of the CIW Retake Policy referred to below in this Agreement; (2) distribute CIW Exam content, including but not limited to items, distractors, responses and other information, to third parties after you have completed an Exam; or (3) engage in any improper use of the Marks per the guidelines which are set forth in this Agreement.
- 9.4.** In no event may you enter into any third-party agreements that would affect the rights of or bind Certification Partners in any manner without the express written consent of Certification Partners’s executive management.

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement for which Certification Partners may terminate this Agreement immediately.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

You agree to indemnify and hold Certification Partners harmless against any loss, liability, damage, cost or expense (including attorney's fees) arising out of any claims or suits made against Certification Partners (i) by reason of your performance or non-performance under this Agreement; (ii) arising out of your use of the Marks in any manner whatsoever except in the form expressly licensed under this Agreement; and connected with (1) your use of the Mark(s) licensed herein; (2) any personal injury, property damage, or other claims which are caused directly or indirectly, in whole or in part, by your negligence, illegal acts or omissions; (3) your promotion, sale, performance or distribution of the Licensed Services; (4) your promotion or performance of services with respect to CIW technologies as to which you are certified; (5) your use or misuse of Confidential Information as described in this Agreement. Some jurisdictions do not allow the exclusion or limitation of liability. Such exclusion or limitation may not apply. However, such exclusion or limitation shall apply to the greatest extent permitted by law. Liability for damages will be limited and excluded, even if any exclusive remedy provided for in the Agreement fails in its essential purpose, to the amount of fees, including Exam fees, paid by you to participate in the Program during the previous twelve (12) months up to a maximum of \$500. Your compliance with this Agreement and all statutes, regulations, and rules outlined in this Agreement will be at your full expense.

THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE, AND NO WARRANTY OF NON-INFRINGEMENT. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE TRAINING, EXAM, CERTIFICATION, PROGRAM, OR ANY MATERIAL OR INFORMATION PROVIDED BY CERTIFICATION PARTNERS.

11. PERSONAL INFORMATION TRANSFER

You consent to the processing of your personal information by Certification Partners and associated companies or third party service providers in connection with the operation of the CIW Programs. Such processing may include disclosure to third parties (such as an employer, other certification vendors, academic institutions, etc.), subject to candidate initialization and/or authorization.

Certification Partners and all Certification Partners Agents may collect, save, transmit, transfer, use, deliver and otherwise process Candidate Information for analysis, research, certificate fulfillment, marketing, statistical reporting, or other purposes deemed necessary or appropriate by Certification Partners in connection with any Certification Partners Program. Candidate information may be transmitted or otherwise transferred outside of the country or geographic region in which you reside or in which you took any Certification Partners certification examination. You are aware that data protection regulations in other countries, including, without limitation, the United States of

America, may not fully correspond with data protection regulations in your region and may provide less effective protection.

You agree to the transmission and use of your personal information as described below. Except as described in this Agreement, your personal information will not be shared with third parties without your consent.

- 11.1.** Your personal information and Exam results will be transmitted electronically by the Testing Center to Certification Partners' central certification database, which may be located in another country, and which may be administered by third party service providers at Certification Partners' discretion.
- 11.2.** Your personal information will be used by Certification Partners only for internal processing or to communicate with you regarding CIW and related programs.
- 11.3.** Certification Partners personnel and any third-party service providers engaged by Certification Partners will have access to your personal information for the purposes of (1) reviewing your Exam results; (2) awarding certifications when requirements have been met; (3) reviewing records for accuracy; (4) responding to your inquiries; and (5) collecting aggregate demographic data for monitoring the performance of the CIW Programs.
- 11.4.** Upon your written request, Certification Partners may, but has no obligation to, make available to third parties information verifying your certification status. You are responsible for insuring that such information is accurate and current. Certification Partners assumes no responsibility for incorrect information provided by Certification Partners in response to a request by a third party to verify certification.
- 11.5.** You consent to the forwarding of your certification information and status to other test publishers who use CIW certifications to fulfill requirements for their certifications when you have requested in writing that such information and status be forwarded to them.

I HEREBY AUTHORIZE CERTIFICATION PARTNERS, LLC. ("CERTIFICATION PARTNERS") TO DISCLOSE MY NAME, AND STATUS AS HAVING ACHIEVED OR NOT ACHIEVED ANY CIW CERTIFICATION, AND IF I HAVE ACHIEVED ANY CIW CERTIFICATION, THE RELATED CIW CERTIFICATION EXAMINATION(S) PASSED AND THE DATE UPON WHICH SUCH ACHIEVEMENT WAS MADE, AND ANY OTHER INFORMATION VERIFYING MY CIW CERTIFICATION, TO ANY PERSON OR ENTITY THAT SATISFIES ALL OF THE FOLLOWING REQUIREMENTS: (I) THE PERSON OR ENTITY MAKES A WRITTEN REQUEST TO CIW FOR MY CIW CERTIFICATION STATUS; (II) SUCH REQUEST INCLUDES MY NAME AND MY CERTIFICATION ID NUMBER.

12. EXAM RETAKE POLICY

The CIW Exam Retake Policy states the conditions under which you may retake an Exam. A waiting period between retakes of a single certification Exam maintains the security of the Exam and strengthens the value of the CIW certifications. Each Exam is defined by a unique Exam ID (e.g., 1D0-610). A retake is any subsequent sitting of an Exam with the same Exam ID by the same candidate at any authorized testing center.

In the event that you pass an Exam, you will not be allowed to retake that Exam. If the Exam objectives change, the Exam ID changes to reflect the new Exam version. If you have passed an Exam, you may sit a newer version of the Exam that may have the same title but a different ID number.

In the event that you fail an Exam on your first attempt, a 24-hour waiting period is required between the first and second sittings of that Exam. You are required to wait for a period of no less than 30 calendar days from the date of the previous sitting before any third or subsequent sitting of the same Exam.

Exceptions to these exam retake wait periods may be granted to candidates and organizations operating under specific circumstances, at Certification Partners' sole discretion.

Exams administered in any way that does not comply with the CIW Exam Retake Policy shall be considered invalid and ineligible for a refund.

In the event that you have violated this Exam Retake Policy, you may be deemed ineligible to register for or schedule any CIW Exam for a minimum period of 12 months from the date of such determination.

In addition, if you are determined to have violated the CIW Exam Retake Policy, you may be subject to any or all of the following:

- 12.1.** Denial of a specific CIW certification for a period of 12 months from the date of such determination;
- 12.2.** Revocation of a specific CIW certification, if such certification had been previously granted to you;
- 12.3.** Revocation of all CIW certifications previously granted to you;
- 12.4.** Ineligibility to receive any CIW certification for a minimum of 12 months from the date of such determination;
- 12.5.** Any other appropriate actions, including legal remedies, deemed necessary or appropriate to enforce the CIW Exam Retake Policy.

13. GENERAL PROVISIONS

- 13.1. Reservation of Rights:** Certification Partners retains all rights not expressly conveyed to you by this Agreement. You agree that the Marks and goodwill

associated with those Marks exclusively inure to the benefit of, and belong to, Certification Partners. You have no rights of any kind whatsoever with respect to the Marks licensed under this Agreement except to the extent of the license granted in this Agreement. Certification Partners reserves the right to revise the terms of this Agreement from time to time. In the event of a revision, your signing or otherwise manifesting assent to a new Agreement may be a condition of continued certification.

13.2. Trademark Guidelines: (1) You shall properly acknowledge Certification Partners' ownership of the Marks. You may not do business under any of the Marks or derivatives or variations thereof and you shall not directly or indirectly hold yourself out as having any relation to Certification Partners other than as a Program certification holder. (2) You may not use the Marks in any way to imply Certification Partners' endorsement of non-Certification Partners products and/or services. (3) You recognize Certification Partners' ownership and title to the Marks and agree that you will do nothing inconsistent with or adverse to such ownership, and that all goodwill associated with the use of the licensed Marks will inure to the benefit of Certification Partners. You recognize the goodwill associated with the Marks and acknowledge that such goodwill belongs to Certification Partners. You shall not contest Certification Partners' Marks, trade names, copyrights, or other intellectual property rights, or do anything that would jeopardize or diminish their value or Certification Partners' rights to them. You agree not to file any new trademark, collective mark, service mark, certification mark, domain name, and/or trade name application(s), in any class or in any Country, for any trademark, collective mark, service mark, certification mark, and/or trade name that, in Certification Partners' opinion, is the same as, similar to, or that contains, in whole or in part, any or all of Certification Partners' trade names, trademarks, collective marks, service marks, and/or certification marks, including without limitation the Marks licensed under this Agreement. This section shall remain in effect after termination of this Agreement. You agree to assist Certification Partners, to the extent reasonably necessary and at Certification Partners' expense, to protect or to obtain protection for any of Certification Partners' rights to the Marks. In addition, you will immediately comply if at any time Certification Partners requests that you discontinue using the Marks and/or substitute a new or different mark. You will immediately cease use of the Marks upon Certification Partners' request and will and cooperate fully with Certification Partners to ensure all legal obligations have been met with regards to use of the Marks.

13.3. Independent Contractors: You acknowledge that you and Certification Partners are independent contractors, and you agree that you will not represent yourself as an employee, agent, or legal representative of Certification Partners. In no event shall you have any right to make any representation, warranty or promise on behalf of Certification Partners. Neither this Agreement nor any terms nor conditions contained herein, shall

be construed as creating a partnership, joint venture or agency relationship between the you and Certification Partners or as granting a franchise. You may not advertise, promote or suggest in any manner that the services being provided to customers in connection with the Marks and certifications are provided by, sponsored by, or associated with the Certification Partners or that you are employed by, affiliated with, or sponsored by Certification Partners except to state that you have successfully completed all requirements for a particular certification(s), including having successfully passed any applicable Exams.

- 13.4. Modifications:** Any modifications by you to this Agreement will render it null and void. This Agreement will not be supplemented or modified by any course of dealing or usage of trade. Any modifications to this Agreement must be in writing and signed by both parties.
- 13.5. Governing Law and Venue:** This Agreement will be governed by the laws of the United States and venue of any actions will be in the courts of the State of Arizona.
- 13.6. Non-Waiver:** No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion.
- 13.7. Assignment and Transfer:** You may not assign or transfer any of your rights or obligations arising under this Agreement.
- 13.8. Entire Agreement:** This Agreement constitutes the full and complete agreement between you and Certification Partners and supersedes all prior written or oral agreements and understandings relating to the subject matter hereof. No amendment, waiver or modification to this Agreement shall be effective unless in writing and signed by both parties.