

# CTP (Convergence Technologies Professional)

## EXAM AGREEMENT (“AGREEMENT”)

### 1. PURPOSE

The Telecommunications Industry Association ("TIA") and Prosoft Learning Corporation ("Prosoft") are in the business of selling, supporting, and/or endorsing education and certification programs for Information and Communication Technology (ICT) professionals. Many of TIA's and Prosoft's Programs are technically complex and require competent pre- and post-sales support. TIA and Prosoft, together, have created the following Program under which individuals may become certified: the Convergence Technologies Professional (CTP) Certification Program. (Additional Programs may be added, altered, deleted, substituted or otherwise changed from time to time, and the inclusion here is not an agreement to continue to provide or support such programs.)

### 2. DEFINITIONS

2.1 PROGRAM means any current or future certification exam offered by TIA and Prosoft under this CTP Certification Agreement ("Agreement").

2.2 MARKS include but are not limited to the CTP marks and logos or any additional mark, which TIA and Prosoft, from time to time, may offer.

2.3 LICENSED SERVICES means selling, providing in any manner, administering, or offering pre- and post-sales service and support of TIA's official courseware from ComputerPREP (a division of Prosoft Learning) that corresponds with the Program or Programs(s) successfully completed by the participant. *If you have successfully completed a CTP Certification exam, licensed services additionally means administering the overall project of selling, servicing, and installing any convergence technology solution. The CTP Program may include but is not limited to **third-party training, products and/or certifications, aspects of which are beyond the control of TIA and Prosoft Learning.***

2.4 CTP Authorized Training Partner (CTP ATP) means any organization that has been approved by Prosoft as an authorized training partner facility.

### 3. CERTIFICATION

Your Program certification is based on successful completion of testing and adherence to the requirements in the current or future Program as may be disclosed. TIA and Prosoft may change, at any time, the requirements for obtaining or maintaining any Program certification.

**NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TIA and PROSOFT HAVE THE RIGHT NOT TO GRANT OR RENEW YOUR CERTIFICATION IF TIA or PROSOFT REASONABLY DETERMINE IN GOOD FAITH THAT YOUR CERTIFICATION OR USE OF THE CORRESPONDING MARKS WILL ADVERSELY AFFECT TIA OR PROSOFT. THIS AGREEMENT APPLIES TO ANY AND ALL PROGRAMS THAT YOU COMPLETE.**

#### **4. USE OF LICENSE**

Subject to the terms and conditions of this Agreement, TIA and Prosoft grant 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 the license. You may not use the marks or claim to be certified in the Program unless you have completed the Program certification requirements and have been notified by TIA or Prosoft in writing that you have achieved certification status for that particular Program. You agree to cease using the marks immediately upon notification by TIA or Prosoft to do so.

#### **5. TERM AND TERMINATION**

5.1 Term. This Agreement is effective when you agree to the electronic acknowledgment at the end of the agreement. TIA's or Prosoft's obligation to perform, and your ability to use the marks, and certification status will begin on the date you receive written notice from Prosoft that you have met all the requirements necessary to receive your specific Program certification. After you agree to this agreement, you will be sent an electronic file copy of the agreement for your records.

5.2. This agreement does not obligate TIA or Prosoft to comply or otherwise provide service until Prosoft has notified you 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.

5.3 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 TIA and Prosoft to protect its services, marks, proprietary information, or for you to otherwise perform under this agreement. Termination by TIA or Prosoft is without prejudice to any rights it may have under this Agreement. In addition, TIA or Prosoft may cancel if you fail to perform any of your obligations under this Agreement; and/or if you use the marks without complying with the testing requirements under this agreement.

5.4 In the event of a default, TIA or Prosoft will give you written notice of termination of this Agreement. TIA and Prosoft may immediately terminate this Agreement.

5.5 Upon termination of this Agreement for any reason, you must immediately stop using the marks. Upon termination, all rights granted under this Agreement to you will cease, including any rights to represent your former or current status within any TIA/Prosoft certification program.

#### **6. CONDUCT**

You agree to conduct business in a manner that reflects favorably at all times on the programs and reputation of TIA and Prosoft. You agree to not misrepresent your certification status or your level of skill and knowledge related thereto.

#### **7. OWNERSHIP**

No title to or ownership of the marks or proprietary technology is licensed to you. TIA and Prosoft own and retain all title and ownership of all intellectual property rights in their respective products and marks.

## **8. GENERAL PROVISIONS**

TIA and Prosoft retain 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, TIA and Prosoft. 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.

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 TIA's or Prosoft's opinion, is the same as, similar to, or that contains, in whole or in part, any or all of TIA's or Prosoft's 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 the agreement. You agree to assist TIA and Prosoft, to the extent reasonably necessary and at TIA's and Prosoft's expense, to protect or to obtain protection for any of TIA's and Prosoft's rights to the marks. In addition, if at any time TIA or Prosoft request that you discontinue using the MARKS and/or substitute a new or different mark, YOU will immediately cease use of the marks and cooperate fully with TIA and Prosoft to ensure all legal obligations have been met with regards to use of the marks.

You agree to indemnify and hold TIA and Prosoft harmless against any loss, liability, damage, cost or expense (arising out of any claims or suits made against TIA or Prosoft) (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.

TIA and Prosoft reserve 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.

### Governing Law and Venue

This Agreement will in all respects be governed by the laws of the United States and venue of any actions will be in the courts of the State of Texas.

### 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.

### Assignment and Transfer

Neither this Agreement nor any of your rights or obligations arising under this Agreement may be assigned or transferred. You may not transfer your program certification to another person.

### Independent Contractors

You acknowledge that you and TIA/Prosoft are independent contractors and you agree that you will not represent yourself as an employee, agent, or legal representative of TIA

or Prosoft. In no event shall you have any right to make any representation, warranty or promise on behalf of TIA or Prosoft.

#### **NON-DISCLOSURE AGREEMENT**

You specifically agree as part of this agreement to retain in confidence all information and know-how transmitted to you by TIA and Prosoft. Said information specifically includes but is not necessarily limited to *certification examination questions and materials provided by TIA and Prosoft which 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 received in any manner from any another party that is the confidential information of TIA and Prosoft, including certification examination questions and materials. You must notify Prosoft of the receipt of confidential information within 24 hours of receipt. The failure to fully comply with these provisions shall be deemed to be a default of this agreement, and may subject you to immediate termination of certification or any other default provisions under this agreement. *Nothing herein shall prohibit TIA or Prosoft from seeking criminal sanctions for dissemination or disclosure of its proprietary and/or confidential information. Your obligation of confidentiality under this agreement shall survive the termination or expiration of this agreement.*

#### Modifications

Any modifications to the typewritten face of 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.

#### Attorney Fees and Costs

You agree that if legal action is required by TIA or Prosoft to enforce compliance with this agreement, you shall be responsible for all attorneys' fees and costs necessary to enforce the agreement.

**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, LICENSE, CERTIFICATION, PROGRAM, MARKS, OR ANY INFORMATION PROVIDED BY TIA AND PROSOFT.**