

SOLUTION PROVIDER AGREEMENT

SOLUTION PROVIDER AGREEMENT, made this ___ day of _____, 2006, by and between Certiport, Inc., a corporation organized under the laws of the State of Minnesota, United States of America ("Certiport"), and _____, a [(**limited liability company**) or (**corporation**)] organized under the laws of _____ (the "Solution Provider").

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related Certiport Products and Services; and

WHEREAS, Certiport wishes to retain the Solution Provider for the purpose of distribution, marketing and resale of Certiport Products and Services to Certiport authorized testing centers, herein referred to as "Certiport Centers," and designated end users, and to perform other duties as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions**. The following terms shall have the following meanings for the purpose of this Agreement:

1.1 "Assessment Exam" means any test that is intended to measure the skill, knowledge, intelligence, capacity or aptitude of the examinee with respect to the subject matter thereof.

1.2 "Certification Exam" means a proctored certification examination which is intended, if passed, to attest to the competence of the examinee with respect to the subject matter thereof, and includes, among others, Certiport's certification exams as set out in Exhibit A.

1.3 "Certiport Center" means a party authorized pursuant to a License granted by Certiport to act as a testing center under the name "Certiport Center" to administer the Products and Services.

1.4 "Certiport Center Agreement" means the agreement between Certiport and a Certiport Center authorizing the Certiport Center to administer and deliver Assessment Tests and Certification Exams using the "Certiport Center" name.

1.5 "Certiport Center Manual" means the manual prepared by Certiport describing the administration, marketing, security and delivery requirements of the Certiport Center

1.6 "Certiport Reseller" means any party authorized by Certiport to resell Products or Services to Certiport Centers or End Users.

1.7 "Effective Date" means the date set forth in the first paragraph above.

1.8 "Products and Services" or "Products or Services" means the Training Materials, the Certification Exams, the Assessment Exams, the Practice Tests and related products and services developed or distributed by Certiport from time to time.

1.9 "Software" means all software provided by Certiport to the Solution Provider or to Certiport Center, including without limitation, software related to the delivery and administration of Products and Services.

1.10 "Solution Provider List Price" means the price to be paid for Products or Services by distributors as specified at the Certiport Solution Provider Business Center, which can be accessed through the Certiport website; as such prices are amended by Certiport from time to time.

1.11 "Territory" means the geographic area described in Exhibit A.

1.12 "Training Materials" means any materials used in electronic or paper format specifically for teaching individuals the information to be covered in a Certification Exam.

2. **Appointment.** Certiport hereby appoints the Solution Provider as a non-exclusive distributor of Products and Services in the Territory, subject to the terms and conditions hereof. Solution Provider hereby accepts such appointment.

3. **Authority of the Solution Provider.** The Solution Provider does not have any authority hereunder or otherwise to bind Certiport to any obligation, whether written or oral, without Certiport's express prior written consent. The Solution Provider is not a legal representative or agent of Certiport for any purpose. The Solution Provider shall purchase the Products and Services from Certiport and shall sell the Products and Services in its own name and for its own account.

4. **Duties of the Solution Provider.**

4.1 **General Business Conduct; Best Efforts.** Solution Provider agrees to conduct business in a manner that reflects favorably at all times on the Products and Services and the reputation of Certiport and, in connection therewith, not to engage in deceptive, misleading or unethical conduct that is or might be detrimental to Certiport or to the Products or Services. Solution Provider agrees to use its best efforts to sell the Products and Services to customers in the Territory and to meet the performance goals set out in Exhibit A.

4.2 **Publicity.** Solution Provider agrees to clearly identify itself as a distributor of the Products and Services in commercial listings, directories, stationery, advertisements, and office facilities all in accordance with the reasonable instructions of Certiport.

4.3 **Recruitment of Testing Centers and Resellers.** Solution Provider will actively solicit, recruit and, pursuant to the direction of Certiport, help Certiport to manage entities that will, pursuant to agreements with Certiport, act as Certiport Centers

in the Territory, to sell, market and deliver Certiport Products and Services in the Territory. Solution Provider has no authority to enter into any such agreement on behalf of Certiport, and shall not represent to any party that it has any such authority.

4.4 Marketing. Solution Provider shall develop and submit to Certiport on or before May 31st of each year during the term of this Agreement a marketing plan describing Solution Provider's proposed plan to market the Products and Services in the Territory.

4.5 Certiport Product and Services. Solution Provider may not, without the express consent of Certiport, use any third party to resell Products or Services in the Territory. Solution Provider shall require all parties to whom it sells Products or Services to use the same in accordance with Certiport's published guidelines at time of sale.

4.6 Promotional Material; Advertising. Solution Provider agrees to use, in advertising and promoting the Products and Services, only those materials that have been approved by Certiport and to use the same in accordance with the instructions from Certiport.

4.7 Employees. Solution Provider agrees to employ persons with such skills as are necessary for the Solution Provider to perform its duties hereunder. In particular:

4.7.1 Certiport Center and Certiport Reseller Support. Solution Provider agrees to maintain a staff that is competent to answer, and to use its best efforts to answer, all inquires from Certiport Centers or Certiport Resellers located in the Territory regarding the Products and Services.

4.7.2 Examination Candidate Support. Solution Provider agrees to maintain a staff that is competent to answer, and to use its best efforts to answer, inquiries from examination candidates about the Products and Services.

4.8 Advice to Certiport. Solution Provider agrees to advise Certiport promptly concerning any material information that may come to the Solution Provider's attention about the Products and Services, including without limitation charges, complaints or claims by Certiport Centers, Certiport Resellers or customers of Certiport Centers, Certiport Resellers and others about the Products and Services.

4.9 Compliance Reports. Solution Provider agrees to provide Certiport, each month during the term hereof, written reports with respect to: (a) the most frequently asked 10 questions during the previous 30 days from Certiport Centers, with data on how many calls each question represented; (b) the total number of contacts by type of contact (phone, email, web site hits) from Certiport Centers, during the previous 30 days; and (c) the total number of contacts (phone, email, web site hits) from end users, during the previous 30 days. In addition, Solution Provider shall provide to Certiport each quarter during the term hereof a satisfaction survey, based on questions provided by Certiport, intended to measure the satisfaction level of all Certiport Centers in the Territory, and all persons taking Assessment Tests, Certification Exams, or using other Products and Services, at those Certiport Centers. Solution Provider shall promptly report to Certiport

any inquiry from a Certiport Center or examination candidate that the Solution Provider has not resolved within 48 hours after the Solution Provider first receives the inquiry.

4.10 Support Standards. Solution Provider agrees to use its best efforts to meet the following standards in answering all inquiries from Certiport Centers in the Territory and from candidates for examinations at those Certiport Centers, compiled as separate pools: (a) no more than 2% of calls in any day on average will be disconnected prior to being answered by a live person; and (b) at least 90% of calls in any day on average will be answered by a live person within 30 seconds. Solution Provider agrees to use its best efforts to respond to all support inquiries in a way to satisfy Certiport's goal of meeting customer expectations at least 95% of the time.

4.11 Solution Provider Web Site. Solution Provider shall maintain a local language web site that will contain general information regarding the Products and Services, that will be consistent in look and feel, and conform to messages presented on the Internet by Certiport. Solution Provider's website shall also contain a clearly referenced and readily accessible link to the Certiport website at www.certiport.com.

4.12 Monitor Certiport Center Compliance. Solution Provider agrees to use best efforts to cause each Certiport Center to which it sells Products or Services to comply with the terms and conditions of that Certiport Center's Agreement and the Certiport Center Manual. Solution Provider shall promptly notify Certiport if it becomes aware of any breach by an Certiport Center of its obligations under its Certiport Center Agreement, or noncompliance with the Certiport Center Manual.

4.13 Compliance with Law. Solution Provider agrees to conduct its business operations in accordance with all applicable U.S. and foreign laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, and not to attempt to improperly influence, directly or indirectly, the sale of Products or Services by payments or other actions contrary to law or regulation.

4.14 Competition. During the term of this Agreement Solution Provider agrees that it will not, directly or indirectly, develop, administer, sell or license products or services that compete with the Products and Services to any person or entity for any purpose.

4.15 Sales Outside Territory. The Solution Provider shall not sell Products or Services to any Certiport Center located outside the Territory.

5. Duties of Certiport. During the term hereof Certiport shall: (a) on a regular basis and not less than quarterly inform and consult with Solution Provider with respect to Solution Provider's obligations; (b) provide information to Solution Provider about changes to Certiport Products and Services; and (c) from time to time thereafter, advise Solution Provider as to the type and configuration of equipment necessary, in Certiport's judgment, to operate a facility at which Certiport Products and Services can be offered; (d) maintain a clearly referenced link on the Certiport website to the Solution Provider website. To assist Solution Provider in satisfying

the Support Standards Certiport shall provide two (2) days training to Solution Provider's support staff at Certiport headquarters.

6. **Order Procedure, Price, Payment, Purchase Requirements.** Solution Provider hereby agrees to purchase from Certiport, during the term of this Agreement, the minimum quantities of Products and Services set out in Exhibit A.

6.1 **Order Procedure.** Solution Provider shall purchase Products and Services through the Certiport web site or, if the Certiport web site is not accessible, by telephone.

6.2 **Price.** The price for all Products and Services shall be the Certiport List Price. Certiport may, in its sole discretion, modify the Certiport List Price upon thirty days advance notice to the Solution Provider.

6.3 **Payment; Terms.** Solution Provider shall pay for Products and Services by authorizing Certiport to charge a credit card of Solution Provider, or by wire transfer of funds to a bank selected by Certiport. The Solution Provider shall pay the purchase price for Products and Services in U.S. Dollars. Solution Provider shall pay for all Products and Services within 30 days of purchase, unless Certiport, in its sole discretion, has granted other payment terms to Solution Provider. If Solution Provider fails to pay said amounts when due, Solution Provider shall pay to Certiport a late fee equal the lesser of 2% per month of the unpaid amount, or the maximum amount permitted by law.

7. **License of Software.** Certiport hereby grants to the Solution Provider a non-transferable, non-exclusive license to use the Software, for the sole purpose of selling Products and Services to Certiport centers in the Territory. The Solution Provider agrees, upon termination of this Agreement, to promptly return to Certiport, or destroy, all copies of the Software, and all related documentation in its possession.

8. **Limited Warranty; Limited Remedies.** Certiport makes no warranty concerning the Software or the Products and Services or any other services or goods provided under this Agreement, and Certiport hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability or fitness for a particular purpose. Certiport shall not be liable to the Solution Provider for any indirect, incidental, or consequential damages or damages from lost profits or lost use, even if Certiport is advised as to the prospect of the same. In any case, Certiport shall not be liable to the Solution Provider for any damages arising out of a breach of this Agreement for any amount greater than the average monthly amount paid during the term hereof to Certiport by the Solution Provider.

9. **Ownership and Use of Examination Data.** As between Certiport and Solution Provider, Certiport shall be the sole owner of all results of all Certification Examinations and Assessment Exams, all data regarding examination candidates and all compilations of the foregoing, and Solution Provider shall not have any interest therein. Solution Provider shall, at the request of Certiport, surrender to Certiport any such results and information. Solution Provider shall not use any such results, data or compilations, or disclose the same, for any purpose.

10. **Term and Termination.**

10.1 **Term.** This Agreement shall commence on the Effective Date and shall continue for a period of twenty-four months.

10.2 **Termination**

10.2.1 **General.** Either party may terminate this Agreement for any breach by the other of the terms of this Agreement by providing written notice to the other specifying the nature of the breach. Such notice shall be effective 30 days after receipt unless, prior to such date, the recipient shall have cured the breach.

10.2.2 **Other.** Certiport may terminate this Agreement at any time, without cause, on 30 days' written notice to the Solution Provider. In addition, Certiport may, upon written notice to the Solution Provider terminate or alter this Agreement at any time as to any Products or Services, if any agreement between Certiport and any third party relating to the Products and Services is terminated, substantially changed, or modified. Solution Provider shall, within 10 days from receipt of a notice under this Section, notify all Certiport Centers to whom it has sold Products or Services of the termination of this Agreement unless otherwise directed by Certiport.

10.2.3 **Termination for Non-Performance.** Certiport may terminate this Agreement by written notice upon failure of Solution Provider to meet or exceed minimum purchase requirements set out in Exhibit A. Such notice shall be effective 30 days after receipt and shall not be subject to remedies.

11. **Disputes.**

11.1 **Arbitration.** If the parties fail to resolve any dispute, controversy, or claim between them arising out of, relating to, or concerning, this Agreement (a "Dispute") within 45 days after one party notifies the other that a Dispute exists, then such Dispute shall be settled exclusively by final and binding arbitration in Salt Lake City, Utah, U.S.A., which arbitration may be initiated at the request of either party. The arbitration shall be conducted in accordance with the rules of conciliation and arbitration of the American Arbitration Association. There shall be three arbitrators, one selected by each party, and a third selected by the first two.

11.2 **Timing.** The parties are desirous of avoiding expensive and time-consuming proceedings, and desire that the entire process of arbitration, including issuance of award, shall be structured so as to be completed within 90 days from receipt of request for arbitration. However, failure by the arbitrators to issue an award within the 90-day time period shall not deprive the arbitrators of jurisdiction over the Dispute.

11.3 **Expenses.** Each party agrees to bear its own expenses and an equal quota of the expenses of the mediator(s), arbitrators(s), and the fees of the body administering the mediation and/or arbitration.

11.4 Awards. Any award rendered in such arbitration proceedings shall be payable in U.S. dollars, and judgment upon such award may be entered in any court of competent jurisdiction, or application may be made to any such court for a judicial acceptance of the award and an order of enforcement, as the case may be, and may be payable to the winning party, at its option, in cash, by way of an offset against the winning party's accrued but unpaid royalties, fees, or dividend under any agreement with the losing party, or by any combination of the above.

11.5 Enforcement of Awards. The foregoing agreement of the parties with respect to the arbitration of claims, controversies, or disputes under this contract is stipulated to be specifically enforceable under the provisions of the 1958 U.N. Convention of the Recognition and Enforcement of Foreign Arbitral Awards, to which the parties agree to be bound.

12. Use of Logos, Trademarks, etc. Solution Provider may identify itself as a Certiport authorized Solution Provider. Except as provided in the preceding sentence, Solution Provider shall have no right to use any logo, trademark, trade name or trade dress of Certiport, including without limitation the names "Certiport" or "Certiport Center," or to appoint another to do so, without the express written consent of Certiport, and nothing contained in this Agreement shall convey to Solution Provider or to any other party any right, title, or interest in or to any trademark, trade name, logo, copyright, trade secret or other intellectual property of Certiport or any confidential information relating to Certiport's business or the operations thereof. Solution Provider agrees to abide by the terms and conditions of Exhibits B1 and B2 – Logo License Agreement(s) and the terms and conditions of Exhibit C – Branding Guidelines, as each may be modified by Certiport from time to time.

13. Confidentiality. Solution Provider agrees to abide by the terms and conditions of Exhibit D.

14. Industry Affiliation. Solution Provider represented that it has disclosed to Certiport, and that it will disclose to Certiport during the term hereof, information about any products or services it offers other than the Products and Services, and the means by which those products and services are offered. This shall include exams, assessments, courseware, practice tests, e-learning, etc., and the technology used for their delivery, including the sponsors and administrators of the products, services and the delivery mechanisms.

15. Miscellaneous.

15.1 Entire Agreement. The terms and provisions of this Agreement constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement varying or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.

15.2 Governing Law. This Agreement shall be controlled and construed solely in accordance with the jurisdiction and laws of the courts of State of Utah, United States of America, notwithstanding the requirements of United Nations Convention on International Contracts for the Sale of Goods, if applicable.

15.3 Force Majeure. Neither party shall be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, labor dispute, natural calamity, war, or acts of the government or if such causes are otherwise beyond the reasonable control of such party.

15.4 Notices. Any notice under this Agreement shall be sent by facsimile and shall be deemed received upon successful transmission, provided that a print copy is sent immediately by pre-paid, registered post.

If to Certiport, to:

Certiport, Inc.
Attention: VP Finance
1276 South 820 East
Suite 200
American Fork, Utah 84003
Fax: (801) 492-4118

If to Solution Provider, to:

Calculation of all notice periods provided herein shall be in calendar days from the date of successful transmission.

15.5 Headings. The headings to the sections hereof are for convenience only and have no legal effect.

15.6 Severability. The illegality or invalidity of any part or parts of this Agreement shall not affect the legality or validity of the remainder thereof. The modification or deletion of one or more of said parts shall have no legal effect on the contractual obligations arising from the remainder of this Agreement.

15.7 Assigns; Assignment. This Agreement shall be binding on and inured to the benefit of the successors and assigns of the parties hereto. Solution Provider may not assign its rights or delegate its duties hereunder without the express written consent of Certiport.

15.8 Relationship. Solution Provider is an independent contractor and nothing in this Agreement shall be deemed to constitute or create any partnership, franchise, joint venture, agency or employment relationship between the parties. Solution Provider is responsible for providing benefits for its own employees, for paying its own taxes and expenses, and for maintaining its own books and records regarding the same.

15.9 Waiver. Failure by a party to exercise, or any delay by a party in exercising, any right or remedy provided in this Agreement or by law shall not constitute a waiver of the particular right or remedy, or a waiver of other rights or remedies.

15.10 Taxes. Solution Provider shall promptly pay, and reimburse and hold Certiport harmless from and against, all taxes of any character incurred as a result of the purchase or sale by the Solution Provider of any Products or Services, other than taxes based on the gross income of Certiport.

15.11 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which shall constitute one and the same agreement.

15.12 Language. This Agreement is written in English and shall be construed and interpreted in accordance with this language regardless of any translation that may be required to be executed.

[This space intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have set their hands hereto as of the date first set forth above.

CERTIPOINT, INC.

By _____

Title _____

SOLUTION PROVIDER

By _____

Title _____

EXHIBIT A

1.2 "Certification Exams":

All Microsoft Office Specialist Exams

All IC3 Exams

1.10 Territory: _____

6. Minimum Purchase Quantities:

Product purchases totaling at least \$100,000.00 USD per calendar quarter.

Month	Exam Volume	Dollar Amount

EXHIBIT B – Logo License Agreement(s)
(see attached)

EXHIBIT B1

LICENSEE:	
Address:	
Attention:	
Phone:	
Fax:	
Email:	

MICROSOFT OFFICE SPECIALIST
LOGO LICENSE AGREEMENT

(Authorized Exam Distributor)

This Logo License Agreement ("Logo Agreement") is made and entered into by and between Microsoft Corporation ("Microsoft"), and the person or entity identified in the table above ("Licensee") upon signature by both parties.

1. DEFINITIONS

(a) "Effective Date" means the later of the signature dates below and shall be the date upon which this Logo Agreement takes effect.

(b) "Logo" means the Microsoft Office Specialist logo(s) depicted in Exhibit A (hereby incorporated by reference), or such additional or replacement logo(s) as Microsoft may provide under this Logo Agreement.

(c) "Criteria" means Licensee must actively offer distribution services for the Microsoft Office Specialist Program in compliance with a valid Distribution Agreement currently in effect with Certiport.

(d) "Microsoft Office Specialist Program" means the Microsoft Office Specialist Program administered by Certiport on Microsoft's behalf.

(e) "Certiport" means Certiport, Inc. (formerly known as Nivo International Corporation), with which Microsoft has entered into a Certification Services and Development Agreement to administer the Microsoft Office Specialist Program.

(f) "Distribution Agreement" means the agreement between Licensee and Certiport, under which Licensee is granted rights to distribute assessment and certification exams as defined in that agreement for the Microsoft Office Specialist Program.

(g) "Services" means Licensee's distribution services provided under Licensee's Distribution Agreement.

2. LICENSE GRANT & RESTRICTIONS

(a) Microsoft hereby grants to Licensee a nonexclusive, nontransferable, royalty-free, personal license to use the Logo solely in conjunction with Licensee's Services that meet the Quality Standards (as set forth in Section 4(a)), in the territory covered by the Distribution Agreement, and in the manner described in the logo specifications set forth in the attached Exhibit A. Licensee shall not assign, transfer, or sublicense this Logo Agreement (or any right granted herein) in any manner. All rights not expressly granted herein are reserved by Microsoft.

(b) This Logo Agreement does not grant by implication, estoppel, or otherwise, any license to any Microsoft technology or proprietary rights other than use of the Logo permitted pursuant to Section 2(a).

3. OWNERSHIP, IDENTIFICATION & USE

(a) Licensee acknowledges Microsoft's sole ownership of the Logo, and all associated goodwill, and that Microsoft retains all right, title, and interest in and to the Logo. All goodwill arising from use of the Logo by Licensee will inure to the sole benefit of Microsoft.

(b) Licensee will not use the Logo in any manner that will diminish or otherwise damage Microsoft's goodwill in the Logo. Licensee will not adopt, use, or register any corporate name, trade name, trademark, domain name, service mark or certification mark, or other designation that violates Microsoft's rights in the Logo.

(c) Licensee shall take reasonable steps to notify Microsoft of any suspected violation of, or challenge to,

Microsoft's rights in the Logo of which Licensee becomes aware. Microsoft shall have the sole right to, and in its sole discretion may control any action concerning the Logo.

4. QUALITY CONTROL

(a) All Services provided in connection with the Logo shall: (i) meet the Criteria, (ii) meet or exceed standards of quality and performance generally accepted in the industry, and (iii) comply with all applicable laws, rules, and regulations (collectively the "Quality Standards"). Licensee shall use the Logo solely in connection with Services that meet the Quality Standards.

(b) Licensee shall cooperate with Microsoft and/or Certiport to facilitate periodic review of Licensee's use of the Logo, and of Licensee's compliance with the Quality Standards. Licensee shall promptly correct and remedy any deficiencies in its use of the Logo and conformance to the Quality Standards upon reasonable notice from Microsoft.

5. INDEMNIFICATION FROM LICENSEE

Licensee will indemnify and defend Microsoft from and against any and all third party claims, damages, costs, and expenses (including reasonable attorneys' fees) related to Licensee's Services; or Licensee's use of the Logo in breach of this Logo Agreement, ("Licensee Indemnified Claim"), provided (i) Licensee is notified promptly in writing of any Licensee Indemnified Claim, (ii) Licensee has sole control over the defense of the Licensee Indemnified Claim, and (iii) Microsoft provides reasonable cooperation, in the defense of the same.

6. INDEMNIFICATION FROM MICROSOFT

(a) Microsoft will indemnify and defend Licensee from and against any and all third party claim(s), damages, costs, and expenses (including reasonable attorney's fees) that the Logo infringes any trademark rights of such third party ("Microsoft Indemnified Claim"), provided: (i) Microsoft is notified promptly in writing of any Microsoft Indemnified Claim, (ii) has sole control over the defense of the Microsoft Indemnified Claim, and (iii) Licensee provides reasonable cooperation, in the defense of the same.

(b) In connection with any pending or reasonably anticipated Microsoft Indemnified Claim, Licensee shall promptly discontinue or modify use of the Logo upon Microsoft's request. Microsoft shall have no liability for any Microsoft Indemnified Claim based on Licensee's use of the Logo more than twenty (20) days after Microsoft's written notice that Licensee should cease use of the Logo due to such claim. Company shall indemnify and defend Microsoft from and against all damages, costs, and expenses (including reasonable attorney's fees) incurred due to Licensee's continued use of the Logo after such twenty (20) day notice period.

7. WARRANTY DISCLAIMER & LIMITATION OF LIABILITY

(a) MICROSOFT MAKES NO WARRANTIES REGARDING THE LOGO, AND HEREBY DISCLAIMS ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW.

(b) EXCEPT AS PART OF A THIRD PARTY DAMAGE CLAIM FOR WHICH ONE OF THE PARTIES IS OBLIGATED TO INDEMNIFY THE OTHER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. TERM AND TERMINATION

(a) The term of this Logo Agreement shall run from the Effective Date until the earlier of: (i) two (2) years from the Effective Date; (ii) expiration or termination of Licensee's Distribution Agreement; or (iii) expiration or termination of Certiport's Certification Services and Development Agreement with Microsoft. Provided, however, that either party shall have the right to terminate this Logo Agreement without cause upon thirty (30) days prior written notice. Upon expiration or termination of this Logo Agreement, Licensee will immediately cease all use of the Logo.

9. NOTICES

All notices, authorizations, and requests in connection with this Logo Agreement shall be in writing, addressed as stated herein, (or to such other address as the party to receive the notice so designates by written notice to the other) and shall be deemed given when: (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier, charges prepaid. The parties shall fax a copy of any such notices to the fax numbers identified below on the same day.

MICROSOFT: Microsoft Corporation
 One Microsoft Way
 Redmond, WA 98052-6399
 USA
 Attention: Microsoft Office Specialist Program Group
 Fax: (425) 706-7329
 With Copy To: Law & Corporate Affairs, Trademarks
 Fax: (425) 706-4112

LICENSEE: Information listed at the top of Logo Agreement.

10. MISCELLANEOUS

(a) *Entire Agreement.* This Logo Agreement, including all Exhibits, comprises the parties' entire

agreement concerning its subject matter, and supersedes and merges all prior or contemporaneous communications. Except for Exhibit A, this Logo Agreement may be amended only by written agreement signed by the parties. Exhibit A may be amended from time to time at Microsoft's discretion upon providing written notice to Licensee.

(b) *Governing Law.* This Logo Agreement shall be governed by the laws of the State of Washington. Venue over all disputes arising under or relating to this Logo Agreement shall be in the state and federal courts within the State of Washington or the federal courts within the State of New York, but in either case Washington state law shall apply. Process may be served on either party as authorized by applicable law or court rule.

(c) *Attorneys' Fees.* In any action to enforce this Logo Agreement, the non-prevailing party shall pay the prevailing party's reasonable costs, attorneys' fees, and other expenses.

(d) *No Waiver.* No waiver of any breach of this Logo Agreement shall constitute a waiver of any other breach, and no waiver shall be effective unless in writing, signed by the waiving party.

(e) *Severability.* If any provision (or portion thereof) of this Logo Agreement shall be held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the court shall enforce such provisions to the extent allowable by law.

(f) *Relationship.* Neither this Logo Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

(g) *Survival.* The provisions of Sections 7, 8, 9, 10, as well as Sections 5 with respect to Services provided with the Logo, and 6 for claims based on use of the Logo permitted herein, shall survive expiration or termination of this Logo Agreement.

(h) *Exhibits.* This Logo Agreement includes Exhibit A, which is hereby incorporated by reference. Microsoft reserves the right to amend Exhibit A from time to time at its discretion upon providing written notice to Licensee and Licensee shall comply with Exhibit A as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Logo Agreement by their duly authorized representatives. The individual signing on behalf of Licensee below hereby represents and warrants that he or she has full authority to sign this Logo Agreement and bind Licensee to perform all duties and obligations contemplated by this Logo Agreement.

MICROSOFT CORPORATION	YOUR ORGANIZATION'S NAME (LICENSEE):
By (Signature):	By (Signature):
Name (print):	Name (print):
Title:	Title:
Date:	Date:

EXHIBIT A

MICROSOFT OFFICE SPECIALIST LOGO LICENSE AGREEMENT
 (Authorized Exam Distributor)
Logo Specifications



Microsoft has established the following set of Specifications for proper use of the Logo(s). Licensee must comply with these Specifications. Microsoft reserves the right to amend the Logo and/or these Specifications from time to time at its discretion upon providing written notice to Licensee and Licensee shall comply with the Logo and/or Specifications as amended.

For questions regarding the Logo, email: officert@microsoft.com

1. Licensee must have a valid Microsoft Office Specialist Logo License Agreement in place before using the Logo.
2. Licensee may use the Logo solely to indicate that Licensee provides the Services in connection with the Microsoft Office Specialist Program
3. Licensee may only use the Logo in advertising and marketing materials, and on Licensee's Web site related to the Microsoft Office Specialist Program. Online usage of the logo must always hyperlink to <http://www.microsoft.com/officespecialist>.
4. Licensee must at all times reference the Microsoft Office Specialist program name in full. Licensee may not use the name in the form of an acronym (e.g., "MOS," "MSOS," etc.).
5. Licensee's company name or logo must appear on any materials where the Logo is used. The Logo must be smaller and less prominent than Licensee's name, trademark, logo, or trade name.
6. The Logo may not be used in any manner that expresses or might imply Microsoft's affiliation, sponsorship, endorsement, or approval other than as contemplated by the Agreement.
7. Licensee may not use the Logo in a manner that might suggest co-branding or otherwise create potential confusion as to the source of the Services or ownership of the Logo. Licensee may not display the Logo in any manner that suggests that Licensee's Services are Microsoft services, or in any manner that suggests that the "Microsoft" trademark is part of Licensee's name.
8. The Logo may not be included in any non-Microsoft trade name, business name, product or service name, logo, trade dress, design, slogan, domain name, or other trademark.
9. Licensee may use the Logo only as provided by Microsoft. Except for size subject to the restrictions herein, the Logo may not be altered in any manner, including proportions, colors, elements, or removal of the descriptor "Authorized Exam Distributor" etc. Nor may the Logo be animated, morphed, or otherwise distorted in perspective or dimensional appearance.
10. The Logo may not be combined with any other symbols including, words, logos, icons, graphics, photos, slogans, numbers, or other design elements.
11. The Logo (including but not limited to Microsoft's logos, logotypes, trade dress, and other elements of product packaging and web sites) may not be imitated in any materials.
12. The Logo, or any element thereof, may not be used as a design feature in any materials.
13. The Logo must include the ® symbol as shown in this exhibit.

14. The Logo shall be attributed to Microsoft Corporation in all materials where it is used, with the attribution clause: *"Microsoft and the Microsoft Office logo are registered trademarks of Microsoft Corporation in the United States and/or other countries."*

Clear Space

A minimum clearance must be maintained between the Logo and other graphical elements. The minimum clear space (X) around the Logo must equal the height of the capital letter "O" in the word "Office" as it appears within the Logo. (See Microsoft Office Specialist Logo Usage Guideline for more details).

Minimum Size

Minimum size for the Logo in print is (X) where X equals 825" (21 mm), online is 96 pixels. (See Microsoft Office Specialist Logo Usage Guideline for more details).

Color:

- Use the Logo in full color whenever possible. The CMYK values are built into the Logo files which should not be altered in any way.
- Black line art can be used when full color is not an option. The type should always be black or white; it may not be screened back or in color. The Logo may be reversed to white on a dark and contrasting background.

Orientation:

The Logo should always be horizontal. Never orient the Logo on an angle or on its side.

File Formats:

For print, use EPS (vector with Microsoft CMYK). For screen, use GIF, JPG, PNG, or EPS (vector with Microsoft RGB).

EXHIBIT B2

LICENSEE:	
Address:	
Attention:	
Phone:	
Fax:	
Email:	
Account #:	

INTERNET AND COMPUTING CORE CERTIFICATION (IC³)
 LOGO LICENSE AGREEMENT
 iQcenters (Authorized Testing Centers)

This Logo License Agreement ("Logo Agreement") is made and entered into by and between Certiport, Inc. ("Certiport"), and the person or entity identified in the table above ("Licensee") upon signature by both parties.

1. DEFINITIONS

(a) "Effective Date" means the later of the signature dates below and shall be the date upon which the Logo Agreement takes effect.

(b) "Logo" means the Internet and Computing Core Certification (IC³) logo(s) depicted in the attached Exhibit A, or such additional or replacement logo(s) as Certiport may provide from time to time under this Logo Agreement.

(c) "Criteria" means Licensee must actively offer testing services for the IC³ Program in compliance with a valid iQcenter Agreement currently in effect with Certiport.

(d) "IC³ Program" means the Internet and Computing Core Certification Program administered by Certiport.

(e) "Certiport" means Certiport, Inc., (formerly known as Nivo International), which owns and administers the IC³ program.

(f) "iQcenter Agreement" means the agreement between Licensee and Certiport under which Licensee is granted rights to administer assessment and certification exams as defined in that agreement, for the IC³ Program.

(g) "Services" means Licensee's testing services provided under Licensee's iQcenter Agreement.

2. LICENSE GRANT & RESTRICTIONS

(a) Certiport hereby grants to Licensee, a nonexclusive, nontransferable, royalty-free, personal license to use the Logo in the territory covered by, and

solely in connection with, Licensee's obligations under its iQcenter Agreement, and solely in the manner described in the specifications set forth in the attached Exhibit A. Licensee shall not assign, transfer or sublicense this Logo Agreement (or any right granted herein) in any manner. All rights not expressly granted herein are reserved by Certiport.

(b) This Logo Agreement does not grant by implication, estoppel, or otherwise, any license to any Certiport technology or proprietary rights other than the permitted use of the Logo pursuant to Section 2(a).

3. OWNERSHIP, IDENTIFICATION & USE

(a) Licensee acknowledges Certiport's sole ownership of the Logo and Certiport trademark, and all associated goodwill, and that Certiport retains all right, title, and interest in and to the Logo. All use of the Logo by Licensee will inure to the benefit of Certiport.

(b) Licensee will not use the Logo in any manner that will diminish or otherwise damage Certiport's goodwill in the Logo. Licensee will not adopt, use, or register any corporate name, trade name, trademark, domain name, service mark or certification mark, or other designation confusingly similar to the Logo.

(c) Licensee shall take reasonable steps to notify Certiport of any suspected infringement of or challenge to the Logo of which Licensee becomes aware. Certiport shall have the sole right to, and in its sole discretion may commence, prosecute, or defend, and control any action concerning the Logo.

4. QUALITY CONTROL

(a) All Services provided in connection with the Logo shall: (i) meet the Criteria, (ii) meet or exceed standards of quality and performance generally accepted in

the industry, and (iii) comply with all applicable laws, rules, and regulations, and not violate or infringe any right of any third party ("Quality Standards"). Licensee shall use the Logo solely in connection with Services that meet the Quality Standards.

(b) Licensee shall cooperate fully with Certiport to facilitate periodic review of Licensee's use of the Logo, and of Licensee's compliance with the Quality Standards. Licensee shall promptly correct and remedy any deficiencies in its use of the Logo and conformance to the Quality Standards upon reasonable notice from Certiport.

5. INDEMNIFICATION FROM LICENSEE

Licensee will indemnify and defend Certiport from and against any and all claims, damages, costs, and expenses (including reasonable attorneys' fees) and pay the amount of any adverse final judgment (or settlement to which both parties consent) arising out of or related to Licensee's Services in any manner, or Licensee's use of the Logo in breach of this Logo Agreement; provided Licensee is notified promptly in writing of any claim, Licensee has sole control over its defense or settlement, and Certiport provides reasonable assistance in the defense of the same.

6. INDEMNIFICATION FROM CERTIPOINT

(a) Certiport will indemnify and defend Licensee from and against any and all claims, damages, costs, and expenses (including reasonable attorney's fees), and pay the amount of any adverse final judgment (or settlement to which both parties consent) resulting from, third party claim(s) (hereinafter "Indemnified Claims") that the Logo infringes any trademark rights of such third party; provided Certiport is notified promptly in writing of the Indemnified Claim and has sole control over its defense or settlement, and Licensee provides reasonable assistance in the defense of the same.

(b) In the event Certiport receives information concerning an intellectual property infringement claim (including an Indemnified Claim) related to the Logo, Certiport may at its expense, without obligation to do so: (i) procure for Licensee the right to continue to distribute the alleged infringing Logo, or (ii) replace or modify the Logo to make it non-infringing, in which case, Licensee shall thereupon cease distribution of the alleged infringing Logo; or (iii) instruct Licensee to cease use of the Logo without providing a replacement.

(c) Certiport shall have no liability for any intellectual property infringement claim (including an Indemnified Claim) based on Licensee's manufacture, distribution, or use of the Logo after Certiport's notice that Licensee should cease use of such Logo, or begin use of a substitute Logo due to such a claim. For all claims described in this Section 6(c), Licensee agrees to indemnify and defend Certiport from and against all damages, costs and expenses, including reasonable attorneys' fees.

7. DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY

(a) CERTIPOINT MAKES NO WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE LOGO.

(b) EXCEPT AS PART OF A THIRD PARTY DAMAGE CLAIM FOR WHICH ONE OF THE PARTIES IS OBLIGATED TO INDEMNIFY THE OTHER, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO LICENSEE'S MARKETING, DISTRIBUTION OR ANY USE OF THE LOGO, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, INFRINGEMENT OF INTELLECTUAL PROPERTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. TERM AND TERMINATION

The term of this Logo Agreement shall run from the Effective Date until the earlier of: (i) two (2) years from the Effective Date or (ii) expiration or termination of Licensee's iQcenter Agreement. Provided, however, that either party shall have the right to terminate this Logo Agreement with or without cause upon thirty (30) days prior written notice. Upon expiration or termination of this Logo Agreement, Licensee will immediately cease all use of the Logo.

9. NOTICES

All notices in connection with this Logo Agreement shall be in writing, addressed as stated below, and shall be deemed given when: (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier, charges prepaid. The parties shall fax a copy of any such notices to the fax numbers identified below on the same day.

CERTIPOINT: Certiport, Inc.
1276 South 820 East, Ste. 200
American Fork, Utah 84003
USA

Attention: IC³ Program Group
Logo administration
Fax: (801) 772-3298

LICENSEE: Information listed at the top of this Logo Agreement.

10. MISCELLANEOUS

(a) *Entire Agreement.* This Logo Agreement, including all Exhibits, comprises the entire parties'

agreement concerning its subject matter, and supersedes and merges all prior or contemporaneous communications. It may be amended only by written agreement signed by the parties.

(b) *Governing Law.* This Logo Agreement shall be governed the laws of the State of Utah notwithstanding the application of any conflict of law rules. Licensee consents to jurisdiction and venue in the state and federal courts sitting in the State of Utah. Process may be served on either party in the manner set forth in Section 9 for the delivery of notices or by such other method as is authorized by applicable law or court rule.

(c) *Attorneys' Fees.* In any action to enforce this Logo Agreement, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, costs, and other expenses.

(d) *No Waiver.* No waiver of any breach of this Logo Agreement shall constitute a waiver of any other breach, and no waiver shall be effective unless in writing, signed by the waiving party.

(e) *Severability.* If any provision (or portion thereof) of this Logo Agreement shall be held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the court shall enforce such provisions to the extent allowable by law.

(f) *Survival.* The provisions of Sections 3(a), 3(b), 7, 8, 9, 10, as well as Sections 5 with respect to Services provided during the term of this Logo Agreement and 6 for claims based on use of the Logo permitted herein, shall survive expiration or termination of this Logo Agreement.

(g) *Exhibits.* This Logo Agreement includes Exhibit A, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Logo Agreement by their duly authorized representatives. The individual signing on behalf of Licensee below hereby represents and warrants that he or she has full authority to sign this Logo Agreement and bind Licensee to perform all duties and obligations contemplated by this Logo Agreement.

CERTIPORT, INC.	LICENSEE
By:	By:
Name (print):	Name (print):
Title:	Title:
Date:	Date:

EXHIBIT A

Internet and Computing Core Certification Logo License Agreement for iQcenters
Logo Specifications



Certiport has established the following set of specifications for proper use of the Logo(s). Licensee must comply with these specifications.

1. Licensee must sign the Internet and Computing Core Certification (IC³) Logo License Agreement ("Logo Agreement") before using the Logo.
2. Licensee may use the Logo solely to indicate that Licensee provides testing services for the IC³ program, as applicable, and Licensee may not use the Logo when Licensee is not promoting services relating to the IC³ Program.
3. Licensee may only use the Logo in advertising and marketing materials, and on Licensee's Web site related to the IC³ Program.
4. Licensee's name or logo must appear on any materials where the Logo is used. The Logo must be smaller and less prominent than Licensee's name, trademark, logo, or trade name.
5. The Logo may not be used in any manner that expresses or might imply Certiport's affiliation, sponsorship, endorsement, or approval other than as contemplated by the Logo Agreement.
6. Licensee may not use the Logo in a manner that might suggest co-branding or otherwise create potential confusion as to the source of the Services or ownership of the Logo. Licensee may not display the Logo in any manner that suggests that Licensee's Services are Certiport services, or in any manner that suggests that "Certiport" is part of Licensee's name.
7. The Logo may not be included in any non-Certiport trade name, business name, product or service name, logo, trade dress, design, slogan, or other trademark.
8. Licensee may use the Logo only as provided by Certiport. Except for size subject to the restrictions herein, the Logo may not be altered in any manner, including proportions, colors, elements, etc., or animated, morphed, or otherwise distorted in perspective or dimensional appearance.
9. The Logo may not be combined with any other symbols including, words, logos, icons, graphics, photos, slogans, numbers, or other design elements.
10. The Logo (including but not limited to Certiport's logos, logotypes, trade dress, and other elements of product packaging and web sites) may not be imitated in any of Licensee's materials.
11. The Logo, or any element thereof, may not be used as a design feature in any materials.
12. The Logo must stand alone. A minimum amount of empty space must be left between the Logo and any other object such as type, photography, borders, edges, etc. The required border of empty space (X) around the Logo must be where (X) equals the height of the 3 in IC³.
13. To ensure legibility, the minimum size for the logo is ½" high and 2" wide.
14. The Logo is approved for use only in the color treatments in the form provided by Certiport. Black and white reproductions of the Logo are permitted and may be positive or reversed.

15. The Logo must include the ® symbol as shown in this Exhibit.
16. The Logo shall be attributed to Certiport Corporation in all materials where it is used, with the attribution clause: "*Certiport and the Internet & Computing Core Certification logo are trademarks or registered trademarks of Certiport Corporation in the United States and/or other countries.*"

For questions regarding the Logo, email: logo@certiport.com.

EXHIBIT C – Branding Guidelines

CERTIPOINT LOGO USAGE GUIDELINES

Logo



Standard Colors



Black lineart



White



Grayscale

Clear Space:
Clear space (X) is equal to the height of the “C” in “Certiport”



Minimum Size:



Tagline may be removed only if deemed unreadable

	Print	Online
X	.825" (21mm)	96 pixels

Incorrect Usage:

Do not redraw or modify the logo in any way. Use artwork exactly as provided.



EXHIBIT D – Non-Disclosure Agreement

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT, is entered into by Certiport Inc. (hereinafter referred to individually as "Certiport") and between _____, a _____ Corporation (hereinafter referred to as "Business Associate"), on the date shown below, as follows:

1. In connection with on-going discussions concerning certain possible transactions relating to potential strategic business alliances (the "Transactions") between Business Associate and Certiport, each party to this Agreement may wish to disclose its proprietary information to the other party on a confidential basis. This proprietary information (hereinafter "Information") may take the form of documentation, drawings, specifications, software, technical or engineering data, business information, and other forms. "Information" includes any reports, analyses, studies, or other materials, whether prepared by the receiving party or otherwise, that contain or are based upon Information covered by the Agreement.
2. Each party to this Agreement shall not disclose or allow unauthorized use of the Information, and the Information shall not be reproduced in any form except as required in conjunction with the Transactions. Each party shall retain all such Information in a secure place with access limited only for the purposes of this Agreement. The Information shall be deemed the property of the disclosing party and, upon request, the other party will return all Information received in tangible form to the disclosing party or will destroy all such Information.
3. The existence and terms of this Agreement, and the fact and substance of the discussions and correspondence between Business Associate and Certiport, by name or identifiable description in connections with the names' participation in such process, shall be deemed confidential Information of both parties under this Agreement.
4. With respect to Information disclosed under this Agreement, the party to whom the Information is disclosed shall have no obligation to preserve the proprietary nature of any Information which: (a) was previously known so such party is free of any obligation to keep it confidential; or (b) is or becomes publicly available by means other than breach of the receiving party's obligation under this Agreement; or (c) is developed by or on behalf of such party independent of any Information furnished under this Agreement; or (d) is received from a third party whose disclosure does not, to the receiving party's knowledge, violate any confidentiality obligation.
5. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information disclosed, or under any trademark, patent, copyright or any other intellectual property rights of either party. None of the information which may be disclosed or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other

of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights or any other intellectual property right.

6. Each party agrees that it will not, without the written consent of the other, transmit, directly or indirectly, the Information received from the other hereunder or any portion thereof to any country outside the United States if the export or re-export of such information is prohibited by the US export laws.
7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LOCAL LAWS OF THE STATE OF UTAH.
8. This Agreement shall become effective as of the date on which it is first executed below ("Effective Date"). Disclosures of Information under this Agreement may take place for a period (the "Information Disclosure Period") of three years after the Effective Date. The obligations of the parties under this Agreement with respect to Information received during the Information Disclosure Period shall survive and continue beyond the expiration of the Information Disclosure Period.
9. Each party agrees that the disclosing party may be irreparably injured by a breach of this Agreement by the receiving party or its representatives and that the disclosing party may be entitled to obtain equitable relief including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity, and the prevailing party in any action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which it may be entitled.
10. This Agreement (a) constitutes the entire understanding between the parties with respect to Information provided in connection with the Transactions from and after the Effective Date, (b) supersedes any prior Agreement between the parties with respect to Information provided in connection with the Transactions from and after the Effective Date, and (c) shall bind each party with respect to all Information received after the Effective Date and prior to the expiration of the Information Disclosure Period. No amendments or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.
11. Each party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations constrained herein.

Certiport Inc., _____ Business Associate: _____

Signed: _____ Signed: _____

Name: _____ Name: _____

Title: _____ Title: _____

Effective Date: _____ Effective Date: _____