

Please sign the logo license agreement and send a .PDF or .JPEG format to [educator@certiport.com](mailto:educator@certiport.com). You also fax the document to 801-772-3298, please email and confirm fax has been sent. Thank you.

**ADOBE CERTIFIED ASSOCIATE EDUCATOR LOGO LICENSE  
AGREEMENT**

This Certification Logo License Agreement (the "**Agreement**") is by and between Certiport, Inc. a Utah Corporation having its principal place of business at 1276 South 820 East, Suite 200, American Fork, UT 84002 ("**Certiport**"), and the company described below and contains a sub-license from Certiport for use of the Adobe certification logo shown on Attachment 1 ("**Certification Logo**") and is effective as of the date set forth below. Adobe Systems Incorporated, a Delaware corporation having offices located at 345 Park Avenue, San Jose, CA 95110 ("**Adobe**") shall be a third party beneficiary to this Agreement as provided for herein

- 1. INDIVIDUAL/COMPANY INFORMATION.** Please provide the following information and return a PDF or .JPEG format to [Educator@ceritport.com](mailto:Educator@ceritport.com):

Date \_\_\_\_\_

Individual/Company Name \_\_\_\_\_

Address \_\_\_\_\_

E-mail  
Address \_\_\_\_\_

State of  
Incorporation \_\_\_\_\_

Name and Title of  
Principal \_\_\_\_\_

Contact in  
Company \_\_\_\_\_

Telephone  
Number \_\_\_\_\_

Fax  
Number \_\_\_\_\_

URL for site(s) where trademark(s) will  
appear \_\_\_\_\_

Proposed use or brief description of proposed use of  
trademark(s) \_\_\_\_\_

**THE COMPANY OR ORGANIZATION SET FORTH ABOVE IS REFERRED TO AS "SUB-LICENSEE" IN THIS AGREEMENT.**

**WHEREAS**, Certiport has entered into a Certification Testing Alliance Agreement ("**Alliance Agreement**") with Adobe Systems Incorporated ("**Adobe**") wherein Certiport has agreed to administer, distribute, manage and operate the Certification Program (as defined in the Alliance Agreement);

**WHEREAS**, Certiport is acting as Adobe's limited agent in regards to this Agreement to grant certain Certification Logo sub-licenses as authorized under the Alliance Agreement and herein;

**WHEREAS**, Certiport has awarded Sub-Licensee authorization under the Certification Program in accordance with the terms of the Alliance Agreement

**WHEREAS**, Sub-licensee has passed the Published Exam (as defined in the Alliance Agreement) under the Certification Program specified in Attachment 1 and desires to use the Certification Logo in connection with passing such Published Exam under the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained the parties hereto, each intending to be legally bound, hereby agree as follows:

## **2. SUB-LICENSE.**

- (a) Sub-license Grant. All rights not expressly granted in this Agreement are reserved by Adobe, as applicable. Certiport grants to Sub-licensee, a nonexclusive, nontransferable right to use, under the terms of this Agreement, the Certification Logo.
- (b) Sub-license Restrictions. Nothing in this Agreement shall give Sub-licensee any right, title or interest in the Certification Logo, other than the sub-license rights granted in this Agreement. Sub-licensee recognizes the value of the goodwill associated with the Certification Logo, and acknowledges that such goodwill exclusively inures to the benefit of and belongs to Adobe. Sub-licensee shall not assign, transfer or sub-license this Agreement (or any right granted in this Agreement) without the prior written consent of Certiport and Adobe. Sub-licensee agrees not to use the Certification Logo in any way that would disparage Adobe or injure Adobe's reputation for high quality.

## **3. IDENTIFICATION AND USE.**

- (a) Use. The Certification Logo may be used by Sub-licensee only to publicly or commercially identify Sub-licensee's specific competency and certification in using certain Adobe product(s) as tested by the Published Exam(s) and obtained by Sub-licensee by virtue of receiving a passing rating on such test ("**Purpose of Use**"). Such Purpose of Use shall be as expressly set forth in Attachment 1. Sub-licensee may not use the Certification Logo to publicly or commercially identify

Sub-licensee's competency or certification of any kind for any other use of such Adobe products or any use of other Adobe products.

- (b) Identification of Certification Logo. Sub-licensee may use the Certification Logo on the on web sites or in print media, labels or packaging, for the Purpose of Use, so long as such use complies with this Agreement, the trademark guidelines available at the "Permissions and trademark guidelines" pages of the Adobe web site ([www.adobe.com](http://www.adobe.com)) and the "Adobe Trademarks Guidelines for third parties who license, use or refer to Certification Logos," also available from the Adobe web site ([http://www.adobe.com/support/certification/pdfs/Cert\\_Logo\\_Guide.pdf](http://www.adobe.com/support/certification/pdfs/Cert_Logo_Guide.pdf)). Such guidelines may be revised and updated at any time by Adobe and Sub-licensee shall remain at all times in compliance with the then-current version of the guidelines. In addition, Sub-licensee shall comply with the requirements on Attachment 1 hereto and shall:
- (i) mark its use of the Certification Logo with the symbol "TM";
  - (ii) include the trademark attributions as required by the "Adobe Trademarks Guidelines for third parties who license, use or refer to Certification Logos" (located at the Adobe website, [http://www.adobe.com/support/certification/pdfs/Cert\\_Logo\\_Guide.pdf](http://www.adobe.com/support/certification/pdfs/Cert_Logo_Guide.pdf)) in reasonably close proximity to its first use of the Certification Logo in any document or on a screen display, or in a location to which users are directed for statements concerning the ownership of intellectual property rights of Sub-licensee;
  - (iii) not alter the Certification Logo in any way, including without limitation, skewing, changing the color, rotating, animating, morphing, separating logo elements or changing a type face;
  - (iv) not display the Certification Logo as a primary or prominent feature on any non-Adobe products or materials;
  - (v) not incorporate, combine or use the Certification Logo in any manner as part of, or in close proximity to, another company's name, domain name, product or service name, logo, trade dress, design, slogan or other trademarks; and
  - (vi) reproduce the Certification Logo only from electronic files as shall be provided by Certiport to Sub-licensee (and as may be modified or amended by Adobe from time to time).
- (c) Protecting the Certification Logo. Sub-licensee acknowledges the validity of the Certification Logo and Adobe's ownership of the Certification Logo. Sub-licensee shall not represent that it is the owner of the Certification Logo or claim any right in it. Sub-licensee shall employ best efforts to use the Certification Logo in a manner that does not derogate from Adobe's rights in the Certification Logo and

will take no action that will interfere with or diminish Adobe's rights in the Certification Logo. All uses of the Certification Logo by Sub-licensee will inure to the benefit of Adobe. Sub-licensee will not use the Certification Logo in any way as an endorsement or sponsorship by Adobe or Certiport of a Sub-licensee product, or Sub-licensee's Web site, services, information or other content. Sub-licensee agrees that it will not challenge or do anything to impair Adobe's ownership of the Certification Logo or Certiport's license therefrom. In particular, Sub-licensee will not register or attempt to register the Certification Logo in any jurisdiction and will not oppose Adobe's registration of the Certification Logo. Sub-licensee agrees that it will not adopt or use a trademark, service mark, or any other designation confusingly similar to the trademark, or use any other trademark, word, symbol, letter or design in combination with the Certification Logo in a manner that would create a combination mark.

**4. QUALITY STANDARD: APPROVAL PROCESS, FEES AND INSPECTION.**

- (a) Standard. Sub-licensee agrees to use the Certification Logo in connection with the Certification Program only where:
- (i) Sub-licensee's self-promotional activities are in compliance with all applicable U.S. and foreign fair advertising laws and regulations;
  - (ii) Sub-licensee's self-promotional activities are in compliance with all other applicable U.S. and foreign laws and regulations;
  - (iii) Sub-licensee's services are compatible with Adobe products if so indicated on the promotional materials for Sub-licensee's services;
  - (iv) Sub-licensee's services are of a quality and reputation consistent with the high quality of Adobe products and services; and
  - (v) Sub-licensee's services are performed in a manner consistent with industry standards set forth via the following website:  
<http://www.apa.org/science/standards.html#overview>
- (b) Inspection. Upon reasonable request from Adobe, Sub-licensee shall notify Adobe of the locations of Sub-licensee's use of the Certification Logo and furnish Adobe with suitable specimens of Sub-licensee's use of the Certification Logo. If Adobe so requests, Sub-licensee agrees to submit to Adobe any uses of the Certification Logo for Adobe's approval prior to the dissemination of these materials. Sub-licensee agrees to undertake such steps as Adobe may reasonably request to assist in monitoring and maintaining the quality and form of use of the Certification Logo. Adobe may review Sub-licensee's use of the Certification Logo at any time to evaluate Sub-licensee's compliance with the quality standards described in this Agreement. If at any time Adobe determines that Sub-licensee is not maintaining adequate quality standards, Sub-licensee shall be considered in breach of this Agreement and subject to the termination provisions herein. Sub-licensee shall

immediately remedy any material deficiencies in its use of the Certification Logo upon reasonable notice from Adobe.

**5. SUB-LICENSEE'S LIABILITY.**

Sub-licensee shall indemnify, defend, and hold harmless Adobe and Certiport from and against any claims relating to Sub-licensee's use of the Certification Logo that does not comply with this Agreement.

**6. LIMITATION OF LIABILITY.**

NEITHER ADOBE NOR CERTIPOINT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CERTIFICATION LOGO. IN NO EVENT SHALL ADOBE OR CERTIPOINT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO SUB-LICENSEE'S USE OF THE CERTIFICATION LOGO, EVEN IF ADOBE AND/OR CERTIPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7. PROTECTION OF THE CERTIFICATION LOGO.**

Sub-licensee agrees to cooperate with Certiport and Adobe in the protection of the Certification Logo by informing Certiport in writing of any infringements or imitations by others of the Certification Logo which come to Sub-licensee's attention, and Certiport and/or Adobe may bring appropriate action or proceeding with respect to such infringement at its own expense and for Adobe's benefit. In such event, Sub-licensee agrees to cooperate with and assist Certiport and Adobe and to join in such action or proceeding as a party if so requested by Certiport or Adobe.

**8. TERM AND TERMINATION.**

- (a) The date of acceptance of this Agreement by Sub-licensee shall be the Effective Date of this Agreement. The term of this Agreement shall be for the same duration as set by the Alliance Agreement. Certiport or Adobe shall have the right to terminate this Agreement with cause upon fifteen (15) days prior written notice if it determines, in its sole discretion, that Sub-licensee is not using the Certification Logo in compliance with this Agreement. Either Adobe or Certiport may terminate this Agreement for any reason upon ninety (90) days prior written notice.
- (b) This Agreement and the sub-license it grants shall terminate automatically without prior notice or legal action by Certiport or Adobe upon the happening of any of the following events:
  - (i) the Alliance Agreement between Adobe and Certiport terminates;

- (ii) if Certiport's licensing or sublicensing rights terminates;
  - (iii) Sub-licensee is adjudicated in any legal proceeding to be a voluntary or involuntary bankrupt;
  - (iv) Sub-licensee makes any general assignment of assets or business for the benefit of creditors;
  - (v) a trustee or receiver is appointed to administer or conduct Sub-licensee's business or affairs;
  - (vi) ownership or control of Sub-licensee is substantially changed; or
  - (vii) Sub-licensee's materials or revised materials fail to be approved or approval is withdrawn pursuant to paragraph 4(b).
- (c) From and after termination or expiration of this Agreement, Sub-licensee shall cease and desist from all use of the Certification Logos, shall not adopt any colorable imitation or confusing simulation thereof, and shall refrain thereafter from representing directly or indirectly that it is a sub-licensee of the Certification Logo.

## 9. NOTICES.

All notices under this Agreement shall be in writing and shall be deemed given if delivered personally, mailed by registered or certified mail, return receipt requested, or sent by facsimile with a receipt confirmed by telephone, to Sub-licensee at the address set forth in this Agreement, to Certiport or Adobe at the address provided for Certiport above.

## 10. MISCELLANEOUS.

This Agreement contains the entire agreement of the parties with respect to the subject matter of the Agreement and shall not be amended except by a written agreement subsequent to the Effective Date and signed by authorized representatives of each party. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Sub-licensee consents to jurisdiction and venue in the state and federal courts sitting in the State of California. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. Sub-licensee acknowledges that a breach by Sub-licensee of any of its obligations under this Agreement will cause Adobe irreparable harm. In the event of any breach by Sub-licensee that could result in irreparable harm to Adobe, or cause some loss or dilution of Adobe's goodwill, reputation, or rights in the Certification Logo, Adobe shall be entitled to seek an immediate injunction in addition to any other remedies available to it. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach

of the same or any other provision of this Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement does not create a partnership, joint venture or agency, employment, or grant a franchise between or among Certiport, Adobe and/or Sub-licensee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.



**ATTACHMENT 1**

**TO ADOBE CERTIFIED ASSOCIATE EDUCATOR LOGO LICENSE AGREEMENT**

**A. ADOBE CERTIFIED EDUCATOR Rich Media Communication LOGO:**



**CERTIFICATION EXAMINATION:**

**Adobe Certified Associate, Rich Media Communication using Flash CS5**

**Adobe Certified Associate, Rich Media Communication using Flash CS4**

**Adobe Certified Associate, Rich Media Communication using Flash CS3**

**PURPOSE OF USE:**

Self-promotional use by Sub-Licensee regarding Sub-Licensee's competency and certification on Adobe products only for those products which Sub-Licensee has passed a Published Exam administered and delivered by Certiport for certification on such Adobe product.

**REQUIREMENTS:**

See Adobe Certified Program Guidelines for Logos and Credentials at [http://www.adobe.com/support/certification/pdfs/Cert\\_Logo\\_Guide.pdf](http://www.adobe.com/support/certification/pdfs/Cert_Logo_Guide.pdf)

B. CERTIFICATION LOGO:



**CERTIFICATION EXAMINATION:**

**Adobe Certified Associate, Visual Communication using Photoshop CS5**

**Adobe Certified Associate, Visual Communication using Photoshop CS4**

**Adobe Certified Associate, Visual Communication using Photoshop CS3**

**PURPOSE OF USE:**

Self-promotional use by Sub-Licensee regarding Sub-Licensee's competency and certification on Adobe products only for those products which Sub-Licensee has passed a Published Exam administered and delivered by Certiport for certification on such Adobe product.

**REQUIREMENTS:**

See Adobe Certified Program Guidelines for Logos and Credentials at [http://www.adobe.com/support/certification/pdfs/Cert\\_Logo\\_Guide.pdf](http://www.adobe.com/support/certification/pdfs/Cert_Logo_Guide.pdf)

**C. CERTIFICATION LOGO:**



**CERTIFICATION EXAMINATION:**

**Adobe Certified Associate, Web Communication Dreamweaver CS5**

**Adobe Certified Associate, Web Communication Dreamweaver CS4**

**Adobe Certified Associate, Web Communication Dreamweaver CS3**

**PURPOSE OF USE:**

Self-promotional use by Sub-Licensee regarding Sub-Licensee's competency and certification on Adobe products only for those products which Sub-Licensee has passed a Published Exam administered and delivered by Certiport for certification on such Adobe product.

**REQUIREMENTS:**

See Adobe Certified Program Guidelines for Logos and Credentials at [http://www.adobe.com/support/certification/pdfs/Cert\\_Logo\\_Guide.pdf](http://www.adobe.com/support/certification/pdfs/Cert_Logo_Guide.pdf)

**D. CERTIFICATION LOGO:**



**CERTIFICATION EXAMINATION:**

**Adobe Certified Associate, Video Communication using Premiere Pro CS5**

**PURPOSE OF USE:**

Self-promotional use by Sub-Licensee regarding Sub-Licensee's competency and certification on Adobe products only for those products which Sub-Licensee has passed a Published Exam administered and delivered by Certiport for certification on such Adobe product.

**REQUIREMENTS:**

See Adobe Certified Program Guidelines for Logos and Credentials at [http://www.adobe.com/support/certification/pdfs/Cert\\_Logo\\_Guide.pdf](http://www.adobe.com/support/certification/pdfs/Cert_Logo_Guide.pdf)