

# LOGO LICENSE AGREEMENT(S)

MICROSOFT

**EXHIBIT B-1**

<b>LICENSEE:</b>	
<b>Address:</b>	
<b>Attention:</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>Email:</b>	

**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 and the Microsoft Business Certification logo(s) depicted in Exhibit B-1A and Exhibit B-1B (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.

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

EXHIBIT B-1A

**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](mailto: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 B-1B

**MICROSOFT BUSINESS CERTIFICATION (MCAS)  
LOGO LICENSE AGREEMENT**

1. DEFINITIONS

- (a) **“Branding Specifications”** means the specifications in Attachment A hereto for using the Logos in connection with the Services and other Logo usage guidelines that Microsoft, or the Program Administrator, on Microsoft’s behalf, may provide from time to time.
- (b) **“Criteria”** means the requirement that Licensee must actively offer testing services for the Microsoft Business Certification Program in compliance with a valid Testing Center Agreement currently in effect with the Program Administrator.
- (c) **“Effective Date”** means the date of acceptance of the Logo Agreement by Licensee and shall be the date upon which the Logo Agreement takes effect.
- (d) **“Exam(s)”** means the examinations developed by or on behalf of Microsoft for testing and certifying end users on Microsoft Office applications, currently referred to as “Microsoft Business Certification Exams.”
- (e) **“Logos”** means the Microsoft Exam Delivery Provider and Individual Certified Program logos depicted in Attachment A (hereby incorporated by reference) or such additional or replacement logo(s) as Microsoft may provide under this Logo Agreement.
- (f) **“Microsoft Business Certification Program”** means the Microsoft Office 2007 and Windows Vista end-user certification program to which Microsoft holds all rights, title, and interest and which is administered on behalf of Microsoft by the Program Administrator.
- (g) **“Program Administrator”** means Certiport Inc., or such other entity designated by Microsoft to administer the Microsoft Business Certification Program.
- (h) **“Testing Center Agreement”** means the Certiport Authorized Testing Center agreement between Licensee and the Program Administrator under which Licensee is granted rights to administer assessment and certification exams as defined in that agreement for the Microsoft Business Certification Program.
- (i) **“Services”** means Licensee’s administration and proctoring of Exams, including any marketing or advertising of same, as provided under Licensee’s Testing Center Agreement.
- (j) **“Term”** has the meaning given in Section 8.

2. LICENSE GRANT & RESTRICTIONS

- (a) Microsoft hereby grants to Licensee a personal, nonexclusive, nontransferable, royalty-free, license to use the Logos during the Term, according to the Branding Specifications and other conditions herein, solely in conjunction with Services that meet the Quality Standards (as set forth in Section 4(a)) in the channel covered by the Testing Center Agreement. 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 Logos permitted pursuant to Section 2(a).

3. OWNERSHIP, IDENTIFICATION & USE

- (a) Licensee acknowledges Microsoft’s sole ownership of the Logos, and all associated goodwill, and that Microsoft

retains all right, title, and interest in and to the Logos. All goodwill arising from the use of the Logos by Licensee will inure to the sole benefit of Microsoft. Licensee hereby assigns and agrees to assign in the future to Microsoft any and all rights it may acquire by operation of law or otherwise in or to the Logos, including all applications or registrations therefore, along with the goodwill associated therewith.

(b) Licensee shall not use the Logos in any manner that (i) diminishes or otherwise damages Microsoft's goodwill in the Logos, (ii) disparages Microsoft or its products or services, (iii) infringes or misappropriates any intellectual property right of Microsoft, or (iv) violates any applicable law or regulation. Licensee will not adopt, use, or register any corporate name, trademark, trade name, domain name, service mark, certification mark, or other designation confusingly similar to the Logos.

## 4. QUALITY CONTROL

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

(b) Licensee's use of the Logos will comply with the Branding Specifications. Licensee shall use best efforts to ensure that all references to Microsoft's trademarks in connection with Services comply with proper trademark usage, including Microsoft's trademark use guidelines located at <http://www.microsoft.com/mscorp/ip/trademarks/gnlguide.asp>.

(c) Licensee shall cooperate fully with Microsoft and the Program Administrator to facilitate periodic review of Licensee's use of the Logos and of Licensee's compliance with the Quality Standards. Licensee shall supply Microsoft and/or Program Administrator with suitable specimens of Licensee's use of the Logos at any time upon reasonable notice from Microsoft or Program Administrator. Licensee agrees to fully correct and remedy any deficiencies in its use of the Logos and marketing materials or activities distributed or performed in connection with the Logos, within a reasonable time following receipt of notice from Microsoft or the Program Administrator.

## 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) arising out of or related to (a) the Services, or (b) Licensee's use of the Logos 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 except that Microsoft will have the right to reasonably approve any settlement 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 claims, damages, costs, and expenses (including reasonable attorneys' fees), that the Logos as used in accordance with this Logo Agreement 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) Microsoft 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 Logos upon Microsoft's request. Microsoft shall have no liability for any Microsoft Indemnified Claim based on Licensee's use of the Logos more than twenty (20) days after Microsoft's written notice that Licensee should cease use of the Logos due to such claim. Licensee 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 Logos after such twenty (20) day notice period.

(c) Licensee shall take reasonable steps to notify Microsoft of any suspected violation of, or challenge to, Microsoft's rights in the Logos of which Licensee becomes aware. Microsoft shall have the sole right to, and in its sole discretion may, control any action concerning the Logos. Licensee shall assist Microsoft in protecting and maintaining Microsoft's rights in the Logos, including assisting in any such action, or execution of documents prepared by Microsoft necessary to register the Logos or record this Logo Agreement.



## 7. DISCLAIMER OF WARRANTY

MICROSOFT MAKES NO WARRANTIES REGARDING THE LOGOS, AND HEREBY DISCLAIMS ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW.

## 8. TERM AND TERMINATION

(a) The term of this Logo Agreement shall run from the Effective Date and will continue for two (2) years from the Effective Date unless terminated earlier in accordance with this Logo Agreement (the "Term").

(b) This Logo Agreement will terminate as follows:

(i) immediately upon any expiration or other termination of Licensee's Testing Center Agreement;

(ii) immediately upon any discontinuation of Licensee's business;

(iii) immediately upon notification from Microsoft in the event Licensee (A) fails to engage in the Services or use the Logos with the Services for a period of six (6) consecutive months or (B) gives notice to Microsoft, the Program Administrator, or the party with whom it signed the Testing Center Agreement that Licensee has permanently discontinued the Services;

(iv) immediately upon notice from Microsoft if Licensee becomes insolvent or admits its inability to pay debts as they come due, makes an assignment for the benefit of creditors, or files or has filed against it a petition or application under any state, U.S. or foreign bankruptcy or receivership law or the like;

(v) immediately upon any change in ownership of the controlling interest(s) of Licensee;

(vi) immediately upon notice from Microsoft to Licensee in the event that Licensee is using the Logos in violation of Section 3(b); or

(vii) within thirty (30) days following either party's receipt of written notice of termination from the other party, for any reason or no reason.

(c) Upon expiration or termination of this Logo Agreement, Licensee will (i) immediately cease all use of the Logos or any confusingly similar logos or marks, and (ii) clearly distinguish any services it offers thereafter from the Services offered pursuant to this Agreement.

## 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 if delivered personally, by courier, certified or registered mail, or by facsimile transmission with confirmation receipt by telephone, to the parties at the following addresses

MICROSOFT: Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399  
USA

Attention: Microsoft Business Certification Program Team  
Fax: (425) 936-7329

With Copy To: Microsoft Legal and Corporate Affairs, Trademarks  
Fax: (425) 706-4112

LICENSEE: Licensee Information provided below

## 10. MISCELLANEOUS

- (a) *Entire Agreement.* This Logo Agreement, including all Attachments, comprises the parties' entire agreement concerning its subject matter, and supersedes and merges all prior or contemporaneous communications. Except for Attachment A, this Logo Agreement may be amended only by written agreement signed by the parties. Attachment 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 the laws of the State of Washington, notwithstanding the application of any jurisdiction's choice-of-law rules to the contrary. The parties consent to jurisdiction and venue in the state and federal courts sitting in King County Washington, unless no federal subject matter jurisdiction exists, in which case Licensee consents to exclusive jurisdiction and venue in the Superior court of King County, Washington. Licensee waives all defenses to such jurisdiction and venue, including assertions of lack of personal jurisdiction or forum non-conveniens. 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 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) *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 1 (and all other definitions herein), 3(a), 5, 6, 7, 8(c), 9, and 10, as well as Sections 5 with respect to Services provided with the Logos, and Section 6 for claims based on use of the Logos permitted herein, shall survive expiration or termination of this Logo Agreement.
- (h) *Attachments.* This Logo Agreement includes Attachment A, which is hereby incorporated by reference. Microsoft reserves the right to amend Attachment A from time to time at its discretion upon providing written notice to Licensee and Licensee shall comply with Attachment A as amended.

ATTACHMENT A

**MICROSOFT BUSINESS CERTIFICATION LOGO LICENSE AGREEMENT  
(Authorized Testing Centers)**

**LOGO AND BRANDING SPECIFICATIONS FOR USING ANY OF THE LOGOS**

**A. Logos:**

**1. Microsoft Certified Exam Provider Logo (for Authorized Testing Center)**



**2. Microsoft Business Certification Program - Individual Certified Logos**



**B. Branding Specifications:**

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

*For questions regarding the Logos, email: [customerservice@certiport.com](mailto:customerservice@certiport.com)*

1. Licensee must have a valid Microsoft Business Certification Logo License Agreement (Authorized Testing Centers) in place before using any of the Logos.
2. Licensee may use either of the Microsoft Business Certification – Individual Certified Logos and/or the Microsoft Certified Exam Provider Logo solely in the marketing and advertising items described in the Authorized Testing Center Agreement, to indicate that Licensee conforms with the Authorized Testing Centers program requirements and has passed applicable review by Microsoft, the Program Administrator, and the reviewers. Online usage of the Logos must always hyperlink to <http://www.microsoft.com/learning/mcp/msbc/default.mspx>. Licensee may use the Microsoft Individual Certified Logos solely in the marketing and advertising items described in the Authorized Testing Center Agreement, to indicate Licensee offers Services that enable individuals to achieve these levels of certification from Microsoft.
3. **Licensee must at all times reference the Microsoft Business Certification program name in full. Licensee may *not* use the name in the form of an acronym (e.g., “MBC,” “MBCP,” etc.).**
4. Licensee’s name, trademark, or logo must appear on all materials where a Logo(s) is used. The Logos must be smaller and less prominent than the Licensee’s name, trademark, logo, or trade name.
5. The Logos 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 Logo License Agreement.
6. Licensee may not use the Logos with its own or third party trademarks or logos in any manner that might suggest co-branding or otherwise create potential confusion as to the source of the Services or ownership of the Logos. Licensee may not display the Logos in any manner that suggests that Services are Microsoft services, or in any manner that suggests that the “Microsoft” trademark is part of Licensee’s name.

7. The Logos may not be included in any non-Microsoft trade name, business name, product or service name, logo, trade dress, design, slogan, domain name, other trademarks, or service marks.
8. Licensee may use the Logos only as provided by Microsoft. Except for size, subject to the restrictions herein, the Logos may not be altered in any manner, including proportions, colors, elements, or removal of the descriptor "Exam Provider", "Application Specialist", or "Application Professional", etc. Nor may the Logos be animated, morphed, or otherwise distorted in perspective or dimensional appearance.
9. The Logos may not be combined with any other symbols including, words, logos, icons, graphics, photos, slogans, numbers, or other design elements. The Logos should never be contained in a box, circle or other shape.
10. The Logos (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 of Licensee's materials.
11. The Logos, or any element thereof, may not be used as a design feature or "artwork" in any materials including use as a watermark behind text, use as a bullet point next to text, used in the footer next to page numbers, etc.
12. The Logos must include the ® symbol as shown in this Attachment A.
13. **The Logos shall be attributed to Microsoft Corporation in all materials where it is used, with the attribution clause:**  
*"Microsoft and the Microsoft Certified logos are trademarks of the Microsoft group of companies and are used under license from Microsoft."*

### Clear Space

Each Logo must stand alone. A minimum clearance must be maintained between a Logo and any other object such as type, other logos, photography, borders, edges, and so on. The required border or empty space around the Logos must be x wide, where x equals the height of the graphic, as represented by the height of the box which contains the words "Microsoft Certified."

### Minimum Size

14. Minimum size for the Logos in print is 1 inch (2.54 cm) in length and online is 80 pixels. (See Microsoft Certified Program Credential Usage Guidelines located at: <https://certificationlogobuilder.com/usageguide.aspx> for more details).

### Color:

Use the Logos 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 Logos may be reversed to white on a dark and contrasting background.

### Orientation:

The Logos should always be horizontal. Never orient the Logos 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).

LICENSEE INFORMATION

ALL FIELDS BELOW TO BE REQUIRED BEFORE ACCEPTING AGREEMENT.

<b>Company Name</b>	
<b>Address</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	
<b>Name of person accepting Logo Agreement</b>	
<b>Title</b>	
<b>Email</b>	
<b>Date</b>	

EXECUTION OF THIS AGREEMENT: Signing your name is a symbol of your signature that you accept and agree to be bound by all terms and conditions of this Agreement. Do not proceed if you are not authorized to bind the Licensee and/or you do not agree to the terms and conditions of this Agreement. This Agreement shall be complete upon Licensee's receipt of confirmation email from Microsoft.

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[SIGN NAME HERE]