

## Exhibit F – Adobe Logo Trademark Sublicense Agreement

This Adobe Logo Trademark Sublicense Agreement (the "Agreement") is by and between ProCert Communications, LLC, a Utah corporation having its principal place of business at 1520 N Technology Way, Orem, Utah 84097 ("ProCert"), Adobe Systems, Incorporated, a corporation having offices located at 345 Park Avenue, San Jose, CA 95110 and the company described below and contains a sublicense from ProCert for use of the Adobe Approved Certification Courseware logo shown on Schedule 1 (the "Trademarks") and is effective as of the date set forth below.

### 1. **COMPANY INFORMATION. Please provide the following information:**

*Date* \_\_\_\_\_

*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 "SUBLICENSEE" IN THIS AGREEMENT.

WHEREAS, ProCert has entered into an Alliance Agreement ("Alliance Agreement") with Adobe Systems Incorporated ("Adobe") wherein ProCert has agreed to assist Adobe with management of Adobe's Adobe Certified Expert Certificate Program ("ACE Program");

WHEREAS, ProCert is acting as Adobe's limited agent in regards to this Agreement to grant certain Trademark sublicenses as authorized under the Alliance Agreement and herein;

WHEREAS, ProCert has awarded Sublicensee authorization under the ACE Program in accordance with the terms of the Alliance Agreement and whereas Sublicensee desires to use the Trademarks 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. **SUBLICENSE.**

(a) Sublicense Grant. All rights not expressly granted in this Agreement are reserved Adobe, as applicable. ProCert grants to Sublicensee, a nonexclusive, nontransferable right to use, under the terms of this Agreement, the Trademark.

(b) Sublicense Restrictions. Nothing in this Agreement shall give Sublicensee any right, title or interest in the Trademark, other than the sublicense rights granted in this Agreement. Sublicensee recognizes the value of the goodwill associated with

the Trademark, and acknowledges that such goodwill exclusively inures to the benefit of and belongs to Adobe. Sublicensee shall not

assign, transfer or sublicense this Agreement (or any right granted in this Agreement) without the prior written consent of ProCert. Sublicensee agrees not to use the Trademark in any way that would disparage Adobe or injure Adobe's reputation for high quality.

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

(a) Use. The Trademark may be used only to identify Adobe in association with approved Training Products, which meet the Minimum Standards set forth in Schedule 2 and as approved by

ProCert and/or Adobe as set forth in detail below (the "Training Products").

(b) **Identification of Trademark.** Sublicensee may use the Trademark on web sites or in print media, labels or packaging for the Training Product, 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 Trademark Guidelines for third parties who license, use or refer to Adobe Trademarks," also available from the Adobe web site. Such guidelines may be revised and updated at any time by Adobe and Sublicensee shall remain at all times in compliance with the then-current version of the guidelines. In addition, Sublicensee shall comply with the requirements on Schedule 1 hereto and shall:

(i) mark its use of the Adobe Approved Certification Courseware logo with the symbol "™";

(ii) include the following trademark attribution in reasonably close proximity to its first use of the Trademark 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 Sublicensee:

The Adobe Approved Certification Courseware logo is either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

(iii) not alter the Trademark in any way, including without limitation, skewing, changing the color, rotating, animating, morphing, separating logo elements or changing a typeface;

(iv) not display the Trademark as a primary or prominent feature on any non-Adobe products or materials;

(v) not incorporate, combine or use the Trademark 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 Trademark only from electronic files as shall be provided by ProCert to Sublicensee (and as may be modified or amended by Adobe from time to time).

(c) **Protecting the Trademark.** Sublicensee acknowledges the validity of the Trademark and Adobe's ownership of the Trademark. Sublicensee shall not represent that it is the owner of the Trademark or claim any right in it. Sublicensee shall employ best efforts to use the Trademark in a manner that does not derogate from Adobe's rights in the Trademark and will take no action that will interfere with or diminish Adobe's rights in the Trademark. All uses of the Trademark by Sublicensee will inure to the benefit of Adobe. Sublicensee will not use the Trademark in any way as an endorsement or sponsorship by Adobe or ProCert of a Sublicensee product, or Sublicensee's Web site, services, information or other content.

Sublicensee agrees that it will not challenge or do anything to impair Adobe's ownership of the Trademark or ProCert's license therefrom. In particular, Sublicensee will not register or attempt to register the Trademark in any jurisdiction and will not oppose Adobe's

registration of the Trademark. Sublicensee 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 Trademark in a manner that would create a combination mark.

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

(a) **Standard.** Sublicensee agrees to use the Trademark only in connection with Training Products that:

(i) have passed the examination process and have been approved pursuant to paragraph 4(b) below;

(ii) meet or exceed all applicable U.S. and foreign labeling and packaging laws and regulations;

(iii) are advertised in compliance with all applicable U.S. and foreign fair advertising laws and regulations;

(iv) comply with all other applicable U.S. and foreign laws and regulations;

(v) are compatible with Adobe products if so indicated on packaging and/or advertising materials for the product;

(vi) are of a quality and reputation consistent with the high quality of Adobe products and services; and

(vii) are advertised in a manner consistent with industry standards.

(b) **Approval.**

(i) ProCert is responsible for communicating and administering the authorization of the materials proposed by Sublicensee as training products ("Proposed Training Products"), however, Adobe has final authority as to the acceptance of the use of the Trademarks by Sublicensee.

(ii) Prior to the publication and dissemination of any Proposed Training Products, Sublicensee must submit its proposed use of the Trademark on or in the Proposed Training Product to ProCert for review by ProCert to determine whether the materials meet the Minimum Standards set forth on Schedule 2. Adobe and ProCert have agreed to certain procedures governing ProCert's review of the Proposed Training Products in the Alliance Agreement. If ProCert rejects the Proposed Training Product and requests modifications to the Proposed Training Products in order for Sublicensee to use the Trademark, Sublicensee may make such modifications, and resubmit the modified Proposed Training Product to ProCert for authorization. If Sublicensee refuses to make any such requested modification, ProCert and/or Adobe may withhold its ultimate approval of such use at its sole discretion.

(iii) Once the Proposed Training Product is approved, Sublicensee must resubmit any changes to the Training Product to ProCert for re-approval as outlined above prior to its publication or dissemination. Such changes include, but are not limited to, changes in language, modality, page numbers, repurposing, redacting content, adding content, media change, transferring

content, licensing content, purchasing of content by another company, and re-organized content.

(c) Fees. Sublicensee must pay in full certain review fees before ProCert will commence the review process described above. All fees are based on a per examination basis, as follows:

(i) Initial Review Fee: \$1,800 per examination per Proposed Training Product submission.

(ii) Resubmission Fee: \$900 per examination per Proposed Training Product submission.

(iii) Resubmission Fee/20% Fail Rate\*: \$1,800 per examination per Proposed Training Product submission. \*When a Proposed Training Product fails by 20 percent or more, adding enough content to fix the deficiency requires a substantial reworking of the content and, therefore, requires a completely new review.

These fees may change from time to time without further notice to Sublicensee.

(d) Inspection. Upon reasonable request from Adobe or ProCert, Sublicensee shall notify Adobe or ProCert, as applicable, of the locations of Sublicensee's use of the Trademark and furnish the requesting party with suitable specimens of Sublicensee's use of the Trademark. Sublicensee agrees to undertake such steps as Adobe or ProCert may reasonably request to assist in monitoring and maintaining the quality and form of use of the Trademark.

Adobe or ProCert may review Sublicensee's use of the Trademark at any time to evaluate Sublicensee's compliance with the quality standards described in this Agreement. If at any time Adobe or ProCert determines that a Sublicensee is not maintaining adequate quality standards, Sublicensee shall be considered in breach of this Agreement and subject to the termination provisions of paragraph 7. Sublicensee shall immediately remedy any material deficiencies in its use of the Trademark upon reasonable notice from Adobe or ProCert.

(c) Sublicensee's Liability. Sublicensee shall indemnify, defend, and hold harmless Adobe and ProCert from and against any claims relating to Sublicensee's use of the Trademark that does not comply with this Agreement.

5. **LIMITATION OF LIABILITY**. NEITHER ADOBE NOR PROCERT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARK. IN NO EVENT SHALL ADOBE OR PROCERT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO SUBLICENSEE'S USE OF THE TRADEMARK, EVEN IF ADOBE AND/OR PROCERT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 6. **PROTECTION OF THE TRADEMARK**.

Sublicensee agrees to cooperate with ProCert and Adobe in the protection of the Trademark by informing ProCert in writing of any infringements or imitations by others of the Trademark which come to Sublicensee's attention, and ProCert 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, Sublicensee agrees to cooperate with and assist ProCert and Adobe and to join in such action or proceeding as a party if so requested by ProCert or Adobe.

## 7. **TERM AND TERMINATION**.

(a) The date of acceptance of this Agreement by Sublicensee 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. ProCert 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 Sublicensee is not using the Trademark in compliance with this Agreement. Either Adobe or ProCert may terminate this Agreement for any reason upon sixty (60) days prior written notice.

(b) This Agreement and the sublicense it grants shall terminate automatically without prior notice or legal action by ProCert or Adobe upon the happening of any of the following events:

(i) the Alliance Agreement between Adobe and ProCert terminates;

(ii) if ProCert's licensing or sublicensing rights terminates;

(iii) Sublicensee is adjudicated in any legal proceeding to be a voluntary or involuntary bankrupt;

(iv) Sublicensee makes any general assignment of assets or business for the benefit of creditors;

(v) a trustee or receiver is appointed to administer or conduct Sublicensee's business or affairs;

(vi) ownership or control of Sublicensee is substantially changed; or

(vii) Sublicensee'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, Sublicensee shall cease and desist from all use of the Trademarks, shall not adopt any colorable imitation or confusing simulation thereof, and shall refrain thereafter from representing directly or indirectly that it is a sublicensee of the Trademark.

## 8. **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 Sublicensee at the address set forth in this Agreement, to ProCert or Adobe at the address provided for ProCert above.

## 9. **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. Sublicensee 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.

Sublicensee acknowledges that a breach by Sublicensee of any of its obligations under this Agreement will cause Adobe irreparable harm. In the event of any breach by Sublicensee that could result in irreparable harm to Adobe, or cause some loss or dilution of Adobe's goodwill, reputation, or rights in the Trademark, 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 ProCert, Adobe and/or Sublicensee.

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

LICENSEE:

PROCERT COMMUNICATIONS, LLC

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ADOBE SYSTEMS INCORPORATED

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SUBLICENSEE:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SCHEDULE 1**

**ADOBE APPROVED CERTIFICATION COURSEWARE LOGO (Attached)**

## SCHEDULE 2

### MINIMUM TERMS FOR USE OF ADOBE APPROVED CERTIFICATION COURSEWARE LOGO IN TRAINING PRODUCTS

1. Minimum Criterion: Training Products must meet the following conditions and pass an examination as administered by ProCert to be considered Adobe Approved Certification Courseware ("AACC").
  - a. Objective Content: PROVIDE INSTRUCTIONAL COVERAGE OF 100 PERCENT OF THE EXAM OBJECTIVES FOR THE ASSOCIATED ADOBE CERTIFIED EXPERT EXAM. PROCERT WILL PROVIDE A COPY OF THE APPLICABLE EXAM OBJECTIVES.
  - b. Logo Usage:
    - i. Minimum size of the Logo in any use shall not be less than 2 cm high.
    - ii. Logo shall be clearly separated from other elements, including type, illustrations, borders, and photography, with a minimum of clear space of at least .6 cm (1/4").
    - iii. Color reproductions of the Logo must be as provided by ProCert.
    - iv. Black and white reproductions of the Logo may be used; however, reversing the black and white elements is not acceptable.
    - v. The Logo shall not be incorporated as part of the name, symbol, word, logo, icon, graphic, photo, slogan, or number of any Training Product or of the author, developer, publisher or distributor of any Training Product or into any other mark or symbol.
    - vi. The Logo shall not be altered in proportions, colors, or elements of the Logo, or animate, morph or otherwise distort the perspective or appearance of the logo.
  - c. Additional Content:
    - i. The following trademark acknowledgement must appear on all copies of Training Products bearing the Logo and be included in any scripts, videos or audio recording of such products: *"The Adobe Approved Certification Courseware logo is a proprietary trademark of Adobe. All rights reserved."*
    - ii. The following disclaimer must appear on all copies of Training Products bearing the Logo and be included in any scripts, videos or audio recording of such products: *"[Company Name] and [product name] are independent from ProCert Labs, LLC and Adobe Systems Incorporated, and are not affiliated with ProCert Labs and Adobe in any manner. This [publication, CD, etc.] may assist students to prepare for an Adobe Certified Expert exam, however, neither ProCert Labs nor Adobe warrant that use of this material will ensure success in connection with any exam."*