

## 1. Purpose.

Vertex, Inc. ("Vertex") is in the business of, among other things, manufacturing, distributing, licensing, and promoting computer software products. Vertex has established a formally documented program under which individuals may receive training and/or take examinations to demonstrate competence relating to one or more Vertex products or solutions. The examination program includes Vertex Certified Professional certification credentials. Successful participants in this program may become authorized to use the Vertex Marks pertaining to the certification credential, if applicable, that the participant has completed. Individuals may complete one or more training programs and/or obtain one or more of Vertex certification credentials.

## 2. Definitions.

2.1 "**Applicant**" means the individual who, in consideration for being allowed to take one or more training programs or certification examinations offered by Vertex, agreed to the terms of this Vertex Inc. Training and Certification Program Candidate Agreement ("Agreement").

2.2 "**Marks**" means the service marks and logos pertaining to the training program and/or certification credential that Applicant has completed. Other Vertex marks, including the Vertex corporate logo, are specifically excluded from this Agreement.

## 3. Nondisclosure.

Applicant shall not disclose to any third party or use any information concerning (a.) any certification program or examination of Vertex, including, but not limited to, questions, form of questions, or answers; (b.) any training program materials; or (c.) information of a proprietary and confidential nature relating to the business Vertex, its current product and plans or its future products and plans. The foregoing obligations of nondisclosure and nonuse are binding on Applicant until such time, if ever, as the specific information covered by the obligations is made generally available to the public. The foregoing obligations of nondisclosure and nonuse shall survive termination or expiration of this Agreement and all Vertex certification programs for any reason.

## 4. Certification.

Applicant's certification credential is based on Applicant's successful completion of the required training and/or testing, as the case may be, and Applicant's compliance with this Agreement and the requirements described in the corresponding Vertex trademark guidelines, the terms of which are incorporated herein by reference and which may be changed from time to time by Vertex in its sole discretion. Applicant acknowledges that Vertex has the right to change at any time the requirements for obtaining or maintaining any certification and/or to discontinue any certification in Vertex's sole discretion. Once certification is granted, Applicant may maintain Applicant's certification by completing, within the time frame specified by Vertex, all continuing certification requirements, if any, that correspond with Applicant's particular certification credential. Applicant is responsible for keeping Applicant informed of Vertex's continuing certification requirements and for maintaining Applicant's certification. If Applicant does not complete the continuing certification requirements within the time frame specified by Vertex, Applicant's certification for that credential will be revoked without further notice, and all rights pertaining to that certification (including the right to use the applicable Marks) will terminate. Applicant retains Applicant's certification status if Applicant leaves Applicant's current employment and/or begins working with a new organization. However, Applicant may not transfer Applicant's certification status to another person. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, VERTEX HAS THE RIGHT NOT TO GRANT, CONTINUE, OR RENEW APPLICANT'S CERTIFICATION IF VERTEX REASONABLY DETERMINES THAT APPLICANT'S CERTIFICATION OR**

**USE OF THE CORRESPONDING MARKS WILL ADVERSELY AFFECT VERTEX. THIS AGREEMENT APPLIES TO ANY AND ALL CERTIFICATIONS OBTAINED BY APPLICANT.**

**5. Grant and Consideration.**

Subject to the terms and conditions of this Agreement, Vertex grants to Applicant a non-exclusive, personal and non-transferable license to use the Marks solely in connection with the Applicant providing services corresponding to the certification credential Applicant has achieved. Applicant may use the Marks on such promotional, display, and advertising materials (such as a resume or business card) that may, in Applicant's reasonable judgment, promote the services corresponding to Applicant's certification credential and which are permitted by the terms of Vertex's trademark guidelines corresponding to the certification credential. Applicant may not use the Marks for any purposes that are not directly related to the Applicant's provision of the services corresponding to Applicant's particular certification. Applicant may not use the Marks of any credential unless Applicant has completed the certification requirements for that certification credential and has been notified by Vertex in writing that Applicant has achieved certification status for that particular credential. Vertex reserves the right to revise the terms of this Agreement from time to time. In the event of a revision, Applicant's signing or otherwise manifesting assent to a new agreement may be a condition of continued certification.

**6. Term and Termination.**

**6.1 Term.**

This Agreement will commence immediately upon Applicant's acceptance of the terms and conditions of this Agreement prior to taking a certification examination. This Agreement will remain in effect if Applicant upgrades Applicant's status to include any other certifications, and the provisions of this Agreement specific to those new certification(s) will also apply to Applicant.

**6.2 Termination by Either Party.**

Either party may terminate this Agreement without cause by giving thirty (30) days or more prior written notice to the other party.

**6.3 Termination by Vertex.**

Without prejudice to any other rights it may have under this Agreement or in law, equity, or otherwise, Vertex may terminate this Agreement upon the occurrence of any one or more of the following events ("Default"): (i) if Applicant fails to perform any of Applicant's obligations under this Agreement; (ii) if any government agency or court finds that any services as provided by Applicant are defective or improper in any way, manner or form; or (iii) if actual or potential adverse publicity or other information, emanating from a third party or parties, about Applicant, the services provided by Applicant, or the use of the Marks by Applicant causes Vertex, in its sole judgment, to believe that Vertex's reputation will be adversely affected. In the event of a Default, Vertex will give Applicant written notice of termination of this Agreement. In the event of a Default under (ii) or (iii) above, Vertex may immediately terminate this Agreement with no period for correction and without further notice. In the event of a Default under (i) above, or at Vertex's option under (ii) or (iii) above, Applicant will be given thirty (30) days from receipt of notice in which to correct any Default. If Applicant fails to correct the Default within the notice period, this Agreement will automatically terminate on the last day of the notice period without further notice.

**6.4 Effect of Termination.**

Upon termination of this Agreement for any reason, Applicant will immediately (i) cease all display, advertising, and other use of the Marks and (ii) cease all representations of current certification. Upon termination, all rights granted under this Agreement will immediately and automatically revert to Vertex.

## **7. Conduct of Business.**

Applicant shall (i) exercise its independent business judgment in rendering services to Applicant's customers; (ii) avoid deceptive, misleading, or unethical practices which are or might be detrimental to Vertex or its products; and (iii) refrain from making any representations, warranties, or guarantees to customers on behalf of Vertex. Without limiting the foregoing, Applicant agrees to not misrepresent Applicant's certification status or Applicant's level of skill and knowledge related thereto.

## **8. Indemnification By Applicant.**

Applicant agrees to indemnify and hold Vertex harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits made against Vertex (i) by reason of Applicant's performance or non-performance under this Agreement; (ii) arising out of Applicant's use of the Marks in any manner whatsoever except in the form expressly licensed under this Agreement; and/or (iii) for any personal injury, product liability, or other claim arising from the promotion and/or provision of any products or services by Applicant. In the event Vertex seeks indemnification under this Section, Vertex will notify Applicant in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. In no event may Applicant enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind, Vertex in any manner, without the prior written consent of Vertex. This Section shall survive termination or expiration of this Agreement and all Vertex certification programs for any reason.

## **9. Disclaimer of Warranties; Limitation of Liabilities.**

Vertex makes, and Applicant receives, no warranties or conditions of any kind, express, implied or statutory, related to or arising in any way out of any certification examination, any Vertex training or certification program, or this Agreement. **VERTEX SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS.** In no event shall Vertex be liable for indirect, consequential, or incidental damages (including damages for loss of profits, revenue, data, or use) arising out of this Agreement, any Vertex certification program, or incurred by any party, whether in an action in contract or tort, even if Vertex has been advised of the possibility of such damages. Vertex's liability for damages relating to any certification examination, any Vertex training or certification program, or this Agreement shall in no event exceed the amount of application fees actually paid to Vertex by Applicant for the certification examination concerned and/or the training or certification program concerned. Some jurisdictions do not allow limitations of the liability, so certain of these limitations may not apply; however, they apply to the greatest extent permitted by law. Applicant acknowledges and agrees that Vertex has made no representation, warranty, or guarantee as to the benefits, if any, to be received by Applicant from third parties as a result of receiving certification. This Section shall survive termination or expiration of this Agreement and all Vertex training or certification programs for any reason.

## **10. Retake Examination Policy.**

Applicant may attempt each Vertex certification examination up to three (3) times. Examinations that do not comply with this retake examination policy will be considered invalid and will not be eligible for refund.

## **11. Directory.**

Acceptance of this Agreement signifies Applicant's permission for Vertex to list Applicant's name, city, state and country of residence, and certification credential(s) in its directory of credential-holders, which may be published online or by other means. In addition, Applicant may also choose to release additional details, including company name, website, email, and phone number, by supplying Vertex with written notice. Applicant may withdraw either of these permissions at any time by supplying Vertex with written notice.

## **12. General Provisions.**

Pennsylvania law, excluding choice of law provisions, and the laws of the United States of America govern this Agreement. Failure to require compliance with a part of this Agreement is not a waiver of that part. If a court of competent jurisdiction finds any part of this Agreement unenforceable, that part is excluded, but the rest of this Agreement remains in full force and effect. Any attempt by Applicant to transfer or assign this Agreement or any rights hereunder is void. Applicant acknowledges and agrees that Applicant and Vertex are independent contractors and that Applicant will not represent Applicant as an agent or legal representative of Vertex. This Agreement and all documents incorporated herein by reference are the parties' complete and exclusive statement relating to their subject matter. This Agreement will not be supplemented or modified by any course of dealing or usage of trade. Any modifications to this Agreement must be in writing and signed by both parties. Applicant agrees to comply, at Applicant's own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department, or agency which apply to or result from Applicant's rights and obligations under this Agreement.