

## **PRAGMATIC MARKETING CERTIFICATION AGREEMENT**

### **BACKGROUND**

1. Before Pragmatic Marketing, Inc. will grant you certification, you must accept the terms and conditions of this Certification Agreement. PLEASE CAREFULLY READ THIS CERTIFICATION AGREEMENT BEFORE PROCEEDING.
2. Time spent reading the certification agreement does not count against the time allowed for the certification test. If you do not agree with the terms and conditions outlined herein, you will not be permitted to take the certification test.
3. Copies of the certification agreement are available at [www.pragmaticmarketing.com/seminars/certification](http://www.pragmaticmarketing.com/seminars/certification).

### **AGREEMENT**

**THIS AGREEMENT GOVERNS ALL PRAGMATIC MARKETING CERTIFICATION TESTS. YOU MUST ACCEPT AND SIGN THIS AGREEMENT IN ORDER TO TAKE THE TEST.**

1. **CERTIFICATION.** Pragmatic Marketing, Inc. ("**Pragmatic Marketing**") will issue you a certification if you pass the applicable certification test. The certification test is an examination designed to gauge your knowledge on a particular subject taught in one of Pragmatic Marketing's training seminars (hereinafter "**Certification Test**"). Upon successful completion of the Certification Test, you will be granted limited use of the Pragmatic Marketing Certified™ title and logo for self-promotional purposes only. Your use of the Pragmatic Marketing Certified™ title and logo will be governed by Section 6 of this Agreement. Pragmatic Marketing has the right to change the requirements for obtaining or maintaining the certification at any time, and may choose to discontinue certification at any time.
2. **TRANSFER OF CERTIFICATION.** Your certification is not transferable or assignable to any other person or entity, including without limitation, any entity in which you hold an ownership interest. Any attempted transfer or assignment of your certification is void and of no effect. Pragmatic Marketing may, in its sole and absolute discretion, transfer or assign this Agreement to a third party.
3. **RELEASE OF INFORMATION.** Pragmatic Marketing reserves the right to share your score on the Certification Test with your employer and you hereby agree to release Pragmatic Marketing from all liability related thereto.
4. **CONDUCT OF BUSINESS.** You agree to not misrepresent your certification status or your level of skill and knowledge related thereto. You also agree that you will not represent or hold yourself out as an employee, agent, representative, or as having any relationship with Pragmatic Marketing, which will in any way cause Pragmatic Marketing to owe a duty or to become obligated in any way to any person. You may not represent, imply, or otherwise communicate to any person that your activities are implicitly or explicitly authorized or endorsed by Pragmatic Marketing.
5. **OWNERSHIP.** Pragmatic Marketing retains ownership of any logos and marks, including, but not limited to, any marks registered with the U.S. Patent & Trademark Office, the Pragmatic Marketing Certified™ mark and logo and any other marks or logos that Pragmatic Marketing may designate as certification marks for use in its certification program, and all intellectual property contained in the Pragmatic Marketing seminars.
6. **GRANT AND CONSIDERATION.** Subject to the terms and conditions of this Agreement and upon passing the applicable Certification Test, Pragmatic Marketing grants you a revocable, non-exclusive and non-transferable license to use the Pragmatic Marketing Certified™ title and logo solely in connection with providing product management and product marketing services within the subject matter of the certification you have earned. You may use the Pragmatic Marketing Certified™ title and logo on personal promotional material such as personal and business biographies, online profiles, business cards, resumes and email signatures. You may not use the Pragmatic Marketing Certified™ title and logo unless you have completed the applicable certification requirements. No title to or ownership of the Pragmatic Marketing Certified™ mark is transferred to you, and nothing in this Agreement shall be construed as granting any right or license, whether by implication, estoppel, or otherwise, except as expressly provided herein.
7. **NONDISCLOSURE.** The content of all Certification Tests and any test materials are proprietary and confidential information of Pragmatic Marketing. You agree not to disclose or share any of the content of these materials. You understand that the content of the Certification Test or any portion of it may not be reproduced, downloaded, disseminated, published or transferred in any form or by any means. You agree and acknowledge that Pragmatic Marketing, in addition to any other remedy it may have, may enforce your obligations not to disclose or duplicate, by obtaining temporary, preliminary, or permanent injunctive relief, and that the Superior Court of the State of Arizona, Maricopa County, is a court that has jurisdiction to grant those types of injunctions against you. That court or any other court of competent jurisdiction may issue those types of injunctions without the need to prove the lack of adequate remedy at law, irreparable injury, or require the posting of any form of injunction bond.

8. **INDEMNIFICATION.** You agree to indemnify and hold Pragmatic Marketing harmless against any loss, liability, damage, or cost or expense (including reasonable legal fees) arising out of any claims or suits made against Pragmatic Marketing relating to: (i) Your performance or non-performance under this Agreement; (ii) your use of the Pragmatic Marketing Certified mark.
9. **REVISION OF TERMS.** Pragmatic reserves the right to revise the Certification Agreement from time to time. In the event of a revision, your acceptance of a new Certification Agreement shall be a condition of continued certification under this Agreement.
10. **GENERAL PROVISIONS.**
- 10.1. **Governing Law and Venue.** This Agreement shall be governed by the laws of the state of Arizona without regard to choice of law rules. Venue for any action will be the Superior Court of the state of Arizona, Maricopa County.
- 10.2. **Non-Waiver.** No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion.
11. **GENERAL DISCLAIMER.** Pragmatic Marketing does not guarantee the accuracy or completeness of any information contained in any certification program, including the Certification Test. Reference to any specific product, process, or service by trade name, trademark, service mark, manufacturer or otherwise, does not constitute or imply endorsement, or recommendation by Pragmatic Marketing. Pragmatic Marketing is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, or reliance on such information. No guarantees or warranties, including (but not limited to) any express or implied warranties of merchantability or fitness for a particular use or purpose, are made by Pragmatic Marketing with respect to such information. You expressly waive all claims arising out of your use of the information provided by Pragmatic Marketing, including without limitation, claims for breach of contract, negligence, gross negligence, misrepresentation, lost business opportunity, business interruption, lost profits, and any other legal or equitable claim related to your use of the information and methods provided by, or advocated by, Pragmatic Marketing.

**BY SIGNING THIS AGREEMENT YOU ARE CERTIFYING THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND YOU AGREE TO ADHERE TO AND BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN.**

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Location: \_\_\_\_\_