CISCO CERTIFICATIONS TRADEMARK AGREEMENT

This Cisco Certifications Trademark Agreement ("Agreement") is entered into by and between you (hereinafter "Certified Individual" and Cisco Systems, Inc. ("Cisco"). In consideration of the mutual covenants and promises herein contained, Cisco and Certified Individual agree as follows:

1. DEFINITIONS

1.1. "Cisco Certified" shall mean any individual who has successfully met the requirements for a particular Cisco Certification (as defined below).
1.2. "Cisco Certification" shall mean the level of certification the Certified Individual has successfully completed as set forth in section 3.1 of the Cisco Certifications and Confidentiality Agreement.
1.3. "Marks" means the marks, logos, names, and designations Cisco uses now or in the future to identify a Cisco Certification, including but not limited to, the marks listed in the Certifications Tracking System at www.cisco.com/go/certifications/login. "Marks" as used herein expressly excludes any other trademark, name, logo, designation or source identifier of Cisco, including but not limited to, the Cisco mark or logo or any other mark, name, logo or designation Cisco uses to identify any Cisco product or service.
1.4. "Program" shall mean one or more of the Certification programs offered by Cisco under the Cisco Certifications and Confidentiality Agreement.
1.5 "Affiliates" as used in this Agreement means entity that controls, is controlled by, or is under common control with Cisco. "Controls" or "controlled" as used in this section means ownership, directly or indirectly, of more than 50% of the equity interest in an entity.

2. TRADEMARKS

Subject to the terms and conditions of this Agreement and the Cisco Certifications and Confidentiality Agreement, Cisco hereby grants Certified Individual a limited, personal, non-exclusive, non-sublicensable and non-transferable license to use the Marks identified by Cisco for the highest level Cisco Certification that Certified Individual has achieved. Certified Individual is permitted to use the Marks for the sole purpose of allowing Certified Individual to indicate that Certified Individual has met the criteria for the corresponding Cisco Certification.

Certified Individual's use of the Marks shall comply strictly with the Cisco Certifications Mark Usage Guidelines, Cisco's Trademark Policy located at www.cisco.com.go/logo, and any other policies or guidelines Cisco may provide regarding use of the Marks ("Usage Guidelines"), all of which are incorporated into this Agreement by reference. Cisco shall be entitled to modify the Usage Guidelines at its own discretion, and Certified Individual agrees to comply with any such changes.

Certified Individual shall at no time use the Marks in any false, inaccurate or misleading manner, including but not limited to, in any way that misrepresents the level of Cisco Certification that Certified Individual has achieved. Certified Individual also shall not use the Marks in any manner not expressly permitted in the Usage Guidelines. The Marks also may not be used to imply or suggest that:
(a) Certified Individual has attained a level of Cisco Certification which he or she has not;
(b) Cisco endorses or recommends Certified Individual, the services provided by Certified Individual, his or her employer, or any company or organization for which Certified Individual

works or with Certified Individual is affiliated.
(c) Cisco and Certified Individual have entered into a joint venture, partnership, or any other relationship.

This license is personal to Certified Individual and the Marks shall be used only to identify directly Certified Individual and the level of Cisco Certification that Certified Individual has achieved. The Marks shall not be used for any commercial purpose, including but not limited to, promoting, marketing, selling or identifying:

(a) Certified Individual's employer or any of its programs, products, services, or other offerings.
(b) Any other company, entity, organization, group or association or any of its programs, products, services, or other offerings.
(c) Any training activity, whether such training is offered by Certified Individual or any third party. Certified Individual shall take all reasonable efforts to prevent his or her employer or any other entity, business or group with which Certified Individual is affiliated from using the Marks in any advertising, promotional or commercial contexts or materials.

The Marks also may not be used in connection with any objectionable, illegal, offensive, unethical, unreliable, or fraudulent activities or materials. Certified Individual will not engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes his or her image and/or reputation or the image and/or reputation of Cisco or the Marks anywhere in the world.

Other than as expressly allowed under this Agreement, Certified Individual agrees that he or she will not use the Marks or any mark, name, domain name or designation that consists of or incorporates the Marks in any format, or otherwise is confusingly similar to the Marks, anywhere in the world. Certified Individual agrees that he or she will not register or seek to register any mark, name, domain name or designation that consists of or incorporates the Marks in any format, or otherwise is confusingly similar to the Marks.

3. OWNERSHIP OF THE MARKS.

Certified Individual acknowledges Cisco's and/or its Affiliates exclusive ownership of the Marks and agrees that nothing in this Agreement gives Certified Individual any right, title or interest in the Marks, and that all use and associated goodwill arising from use of the Marks shall inure solely to the benefit of Cisco and/or its Affiliates.
Certified Individual agrees that Certified Individual will not directly or indirectly challenge, or assist any third party in challenging (i) Cisco's ownership of the Marks; (ii) the validity of the Marks and/or any registrations associated therewith; (iii) Cisco's right to enforce its rights in Marks; or (iv) Cisco's right to maintain any registrations for Marks. In addition, Certified Individual will not engage in, participate in, assist or encourage or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and/or reputation of any of the Marks anywhere in the world.

4. TERM AND TERMINATION

4.1. **Termination by Either Party**. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

4.2. **Termination by Cisco**. Cisco may, in its sole discretion, terminate this Agreement at any time upon the occurrence of any one of the following events:

(a) A breach of this Agreement by Certified Individual, including but not limited to Certified Individual's failure to comply strictly with the Usage Guidelines;

(b) Misrepresentation by Certified Individual of his or her Cisco Certification;

(c) Adverse publicity regarding or arising out of or in connection with Certified Individual, including adverse publicity regarding Certified Individual's employer or any company, entity or business with which Certified Individual is affiliated;

(d) Any action by Certified Individual that Cisco believes would potentially injure Cisco's reputation, good will or image or that of any Cisco Certification;

(e) Failure of Certified Individual to comply with or satisfy the continuing education and/or recertification requirements of the Program;

(f) Any use of the Marks by Certified Individual's employer or any business or commercial entity or venture with which Certified Individual is affiliated, including but not limited to, use in advertising or promotion of any business or commercial activity or venture;

(g) Certified Individual misrepresents any fact or qualification for a Cisco Certification; or

(h) Certified Individual's breach of any term of the Cisco Certifications and Confidentiality Agreement.

4.3. **Notice**. Cisco shall provide Certified Individual written notice of the termination of this Agreement at Certified Individual's contact information reflected in Cisco's certification records. Such termination shall be effective as of the date set forth in the notice. Cisco, without waiving its right to immediately terminate this Agreement and within is sole discretion, may provide Certified Individual a thirty (30) days cure period to correct the default or other grounds for termination. In the event Cisco permits such a cure period, Certified Individual's failure to cure the default within the cure period shall automatically terminate this Agreement without further notice.

4.4. **Effect of Termination**. Upon the termination of this Agreement, Certified Individual immediately shall cease all use of the Marks, all representations or claims that Certified Individual holds any Cisco Certifications, or any other statements that implies in any way that Certified Individual is Cisco Certified. This obligation includes, but is not limited to, immediately removing the Marks from all web sites and electronic materials, including resumes, professional profiles, and email signatures, as well as from all hard copy materials, including business cards. All unused business cards or other hard copy materials bearing the Marks shall be destroyed within ten (10) days of termination, and Certified Individual agrees to provide Cisco a written statement under oath attesting to such destruction, if requested by Cisco.

5. LIMITATION OF LIABILITY -- IN NO EVENT SHALL CISCO BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF CISCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

6. NON-TRANSFERRABLE AND NON-ASSIGNABLE -- Certified Individual may not assign or transfer any permissions or rights provided under this Agreement and Certified Individual is not authorized to grant any permission, license or approval (whether express or implied) to any other person or entity to use the Marks. . Any attempted assignment, transfer or permission shall be null and void and without effect and constitute a material breach of this Agreement.

7. NO WARRANTIES -- The Marks are licensed "AS IS," without warranty or indemnity of any kind. Cisco makes no representation or warranty regarding the scope, enforceability, validity or non-infringement of the Marks.

CISCO EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES REGARDING THE MARKS, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. MISCELLANEOUS.

8.1. Waiver and Modification.
Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing signed by Cisco and Certified Individual

8.2. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

8.3. Survival. The following provisions shall survive termination of this Agreement: 1, 3, 4.4, 6, 8, and 9.

8.4. Controlling Law and Jurisdiction.

(a) Except with respect residents of the European Union, this Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of California and the United States, without regard to the conflicts of law provisions thereof.

Unless otherwise waived by Cisco at its sole discretion, the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the Superior Court of California for the County of Santa Clara or the United States District Court for the Northern District of California. Certified Individual hereto submits himself or herself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. The parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

(b) With respect to residents of the European Union, this Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of England. Cisco and any Certified Individual residing in the European Union, accept the exclusive jurisdiction of the English courts, provided that Cisco shall at all times have the right to commence proceedings in any other court or arbitral tribunal of its choice within the European Union or otherwise appropriate jurisdiction for interim injunctive relief for protection of intellectual property rights.

(c) Notices. All notices sent or required to be sent shall be in writing or sent via e-mail to the party at address of record. It shall be Certified Individual's sole responsibility to ensure that Cisco has a current address for Certified Individual.

CISCO CERTIFICATIONS MARK USAGE GUIDELINES

We've created these guidelines to assist you in your use of Cisco's identified certification trademarks and logos located in the Certifications Tracking System at www.cisco.com/go/certifications/ (referred to as "Marks" or "Mark") solely to indicate that you have satisfied the requirements for a Cisco certification. **You only may use the Marks if you have satisfied the certification requirements implemented by Cisco for the Cisco certification corresponding to the Mark and you have entered into the Cisco Certifications Trademark Agreement ("Trademark Agreement,") and the Cisco Certifications and Confidentiality Agreement.**
All use of the Marks must comply with these guidelines and any other guidelines or policies Cisco provides, including Cisco's Trademark Policy located at www.cisco.com/go/logo (collectively "Usage Guidelines"), The Usage Guidelines are in addition to all other terms and conditions of the Trademark Agreement as well as the Cisco Certifications and Confidentiality Agreement. Any use of the Marks indicates your agreement to comply with the Usage Guidelines.

The Value of the Cisco Certifications

In order to protect the value of the Cisco certifications program, it is very important that the Marks be used appropriately and only by the individuals who have earned the right to do so. Accordingly, you may use only the Mark identified by Cisco that corresponds with the highest level of certification you have achieved.

Cisco's certifications are for ***individuals only and represent individual achievement***. As such, use of the Marks to promote a company, a business or commercial venture or any person other than you is strictly prohibited. All use of the Marks must clearly indicate that you and any work or services you perform are independent of Cisco.

What You Can Do

Provided you have complied with all requirements for a Cisco certification and have entered into a Trademark Agreement and the Cisco Certifications and Confidentiality Agreement, you may use the Mark that corresponds to the highest certification level you have achieved as follows:

Personal Web Site

The Marks may be used on your personal, non-commercial web site as long as the web site is associated directly with your name and then only for the Cisco certification level(s) you have achieved. You may not use the Marks on any commercial or other web site, which includes any web site that promotes any products, services, programs, training activities or any other commercial activities. The Marks may not exceed 43 x 38 pixels in size. The Marks should be used in the body of the web site in the form of the highest certification logo followed by the subsequent logos in the proper order. An example of appropriate use of the Marks on your personal web site is as follows:

Business Cards

The Marks may be used on your personal business cards or your business cards provided by your employer, provided:

(1) Your name and contact information appear on the card;
(2) Your company's name and logo and your title appear on the business card;
(3) The Marks are not larger in size or more prominent in appearance than your or your company's name or logo;
(4) Use of the Marks do not imply, suggest or give the appearance that you are employed by Cisco, or that the Marks are part of your or any third party's name, logo or trademark; and
(5) The Marks are used only as an indicator of the highest level of certification you have achieved. The Marks should not exceed .35" in size. The Marks must appear in the lower left corner in the form of the highest certification logo first followed subsequent certification logos in the proper order. An example of appropriate use of the Marks on your business card is as follows:

Email Signature Block

The Marks may be used on your personal email signature or your email signature used in your role for your company, provided:

(1) Your name and contact information appear on the signature block;
(2) Your company's name and logo and your title appear on your email signature block;
(3) The Marks are not larger in size or more prominent in appearance than your or your company's name or logo;
(4) Use of the Marks do not imply, suggest or give the appearance that you are employed by Cisco; and
(5) The Marks are used only as an indicator of the highest level of certification you have achieved. The Marks should not exceed .35" in size. The Marks should be placed at the bottom of your signature block after your personal information with the highest certification logo first followed by subsequent logos in the proper order. An example of appropriate use of the Marks on your business card is as follows:

Resume

The Marks may be used on your personal resume, provided:

(1) Your name and contact information appear on the resume
(2) The Marks are not larger in size or more prominent in appearance than your name;
(3) Use of the Marks does not imply, suggest or give the appearance that you are employed by Cisco.
(4) The Marks are used only as an indicator of the highest level of certification you have achieved. The Marks should not exceed .35" in size. The Marks should be used in the section that lists your education with the highest certification logo first followed by subsequent logos in the proper order. An example of appropriate use of the Marks on your business card is as follows:

Professional Profiles

The Marks may be used in the sections of your personal profile on professional networking sites that list your qualifications or achievements, provided:

(1) Your name and contact information appear on the profile;
(2) The Marks are not larger in size or more prominent in appearance than your name;
(3) The Marks are of equal size as the other listings in the qualifications or achievements sections of your profile;
(4) The Marks are not used as your avatar, profile picture or image or profile identifier; The Marks represent the achievement not the individual.
(5) Use of the Marks does not imply, suggest or give the appearance that you are employed by Cisco; and
(6) The Marks are used only as an indicator of the highest level of certification you have achieved. The Marks should not exceed .35" in size. The Marks should be used in the section describing your qualifications with the highest level of certification logo first followed by subsequent logos in the proper order. An example of appropriate use of the Marks on your personal profile is as follows:

Textual References

You may use Cisco's certification word marks (e.g., CCNA certified) solely to indicate the highest level of certification you have achieved. The Marks must be used as an adjective and **never** as a noun. The Marks may **never** be used to refer to a company or other legal entity. For example:

You should say:

"Jane Smith is certified under the CCNA (trademark symbol) program" or "John Smith, CCNA (trademark symbol) certified"

You should not say:

"Jane Smith is a CCNA" or "XYZ Company is CCNA certified"

Notice

All permissible use of the Marks must include the following notice:

The [insert mark] is/are trademark(s) or registered trademark(s) of Cisco and/or its affiliates in the US and other countries.

The appropriate trademark symbols are included in the Marks artwork provided to you and should never be deleted.

What You Cannot Do

Do not alter, modify or change the Marks in any way. You may not change the size, typeface, proportions, colors, elements or location of any of the text within the Marks. Do not animate, morph, or otherwise distort the Marks or their perspective, or add any words, letters, symbols, graphics or phrases to the Marks. You are permitted to use the Marks only in the exact form provided by Cisco.

Do not use or incorporate the Marks into any other mark, name, logo or graphical element or add any language or design features to the Marks. Do not use the Marks or any component thereof as a design feature or element on any materials.

Do not use the Marks on or in connection with any (a) products or on any packaging, collateral, brochures, or inserts; (b) advertising, marketing or promotional materials in any medium; (c) training materials, including but not limited to, study guides, syllabi, outlines, labs, or practice

tests; or (d) any other printed or electronic materials not expressly outlined in the "What You Can Do" section above.

Do not use the Marks in reference to any company or business, except as expressly outlined in the "What You Can Do" section above.

Do not use the Marks in any manner that is likely to create or cause confusion about the source of any products or services or in any way that implies any sponsorship, endorsement, affiliation or association between Cisco and you or any product, service or company. It must be clear that you, your employer or company, and any products or services you provide are independent of Cisco.

Do not use the Marks in a manner that is likely to dilute, defame, disparage, or harm the reputation of Cisco or any person or entity.

Do not use the Marks in conjunction or affiliation with any training activity or to promote the qualifications of an individual or company providing training or like services.

Do not use the Marks as the visual focal point of any approved materials. For example, the Marks should not be larger or more prominent than your name or the name of your employer on your business cards. Similarly, for your personal web site, the Marks should not be more prominent than your name or other information describing you on the page.

Use of the Cisco Certification Logos

The Logos may be used in the following manner:

(1) In one-color printing, the Logos can be either black or PMS 3035 (deep blue) on a light background. On a dark back ground, the Logos can be Cool Gray (Gray 2) or (silver embossed). Four-color process match is acceptable.
(2) In two-color printing, Four-color process match is acceptable.
(3) The Logos may also be reversed out of a dark background to the color of the paper on which the Mark is printed on.
(4) Do not use the Logos on a patterned background or on one that is too light or too dark for it to read well.