

CompTIA Authorized Partner Program Agreement

Delivery Partners

This CompTIA Authorized Partner Agreement ("Agreement") between The Computing Technology Industry Association, Inc. ("CompTIA") and the undersigned ("Delivery Partner") forms the mutual understanding and agreement of the parties of the CompTIA Authorized Partner Program ("Delivery Partner Program"). In addition to the terms and conditions in this Agreement, the attached Exhibit(s) and Schedules shall form a part of this Agreement.

1. **Term and Termination.** This Agreement shall become effective upon acceptance by CompTIA and shall be effective for a one-year term ("Term"). The Term shall be automatically extended for successive 1-year periods unless otherwise terminated. The parties may terminate this Agreement upon written notice to the other party.

2. **Disclaimer of Warranties; Limitation of Liability.** CompTIA products and services are provided on an "as-is" and "as available basis." COMPTIA DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CompTIA does not guarantee any specific results, uptime, performance, or error-free operation. Neither party shall be responsible for lost profits, indirect, special, incidental, consequential, punitive, or exemplary damages, whether or not foreseeable or contemplated by the parties.

3. **No Partnership or Joint Venture; Independent Contractor.** The Delivery Partner is an independent contractor with CompTIA for the activities associated with the Program and limited to the matters of this commercial relationship and contract. No other relationship is intended to be created between the parties hereto. The Delivery Partner shall not hold itself out as being CompTIA, or an affiliate or instrumentality of CompTIA, and may only represent that it is an authorized delivery partner of CompTIA.

I acknowledge and agree that my organization, _____(the "Delivery Partner") qualifies as a delivery partner pursuant to this Agreement.

I acknowledge and agree that the [Terms and Conditions](#) and [Privacy Policy](#) shall govern the use of CompTIA's website and privacy terms, respectively.

I acknowledge and agree that the use of CompTIA's trademarks is subject to the [Trademark Policy](#).

I represent that I am an authorized signatory of Delivery Partner and have all authority to bind and enter into this Agreement on behalf of Delivery Partner.

Signed: _____ (type your name as your signature)

By: (Insert your name)

Title: (Insert title)

Email Address for Notices:

EXHIBIT A: DELIVERY PARTNERS

This Exhibit A may include additional Schedules provided and amended by CompTIA, from time to time.

Additional Terms and Conditions

- A.** Discounted Pricing. CompTIA will provide to Delivery Partner discounted pricing on CompTIA Products in accordance with the pricing schedule provided in Schedule 1.
- B.** Annual Requirement. During each Term, Delivery Partner shall receive a tiered discount for CompTIA Products according to the number of CompTIA examination vouchers purchased by Delivery Partner, based on the pricing set forth in Schedule 1 (as updated from time to time).
- C.** Instruction and Curriculum. Delivery Partner will offer training courses designed to prepare learners for one or more CompTIA certification exams (each, a "CompTIA Training Class"). Delivery Partner agrees to purchase for each learner in a CompTIA Training Class a corresponding CompTIA examination voucher(s). Delivery Partner shall ensure that any instructor teaching a CompTIA Training Class (i) possesses a CompTIA certification corresponding to the course they teach, and (ii) has earned CompTIA CTT+™ certification or other industry-approved trainer certification or credential.
- D.** Certification Testing. Delivery Partner will offer learners in a CompTIA Training Class the option to take any CompTIA certification exam either (i) through an online testing provider (as pre-approved in writing by CompTIA) or (ii) at a physical Pearson VUE testing site. If Delivery Partner is a test delivery provider, Delivery Partner agrees to maintain its status as a Pearson VUE testing site throughout the duration of the Term.
- E.** Marketing and Co-Branding. Delivery Partner acknowledges that CompTIA has dedicated significant resources to CompTIA's branding and intellectual property, and agrees to promote the value of CompTIA certifications and the suite of available CompTIA Products, including in marketing materials, websites, and other collateral in compliance with the Trademark Policy located at www.comptia.org/legal.
- F.** Notice of Pricing Changes/New Product Pricing. CompTIA endeavors to provide Delivery Partner written notice of changes to Delivery Partner Pricing for CompTIA Products at least thirty (30) days in advance, which notice will also include updated expiration dates. On the day immediately following the respective expiration dates, Schedule 1 will be automatically superseded and replaced by such updated Delivery Partner pricing for CompTIA Products and expiration dates without any requirement for the parties to execute an updated Agreement, Exhibit, or Schedule 1.
- G.** To the extent that CompTIA offers new versions of existing CompTIA Products and/or new CompTIA Products not previously offered by CompTIA, CompTIA agrees to provide Delivery Partner 30 days' prior written notice of pricing for any such new CompTIA Products ("Delivery Partner Pricing for New CompTIA Products"). The Delivery Partner Pricing for New CompTIA Products will have the same applicable expiration dates as is then-current for Vouchers and CompTIA Learning Product Titles, respectively. The foregoing written notice shall supplement and/or override if applicable (i.e., where a New CompTIA Product is intended to replace an existing CompTIA Product) Schedule 1 without any requirement for the Parties to execute an updated Schedule 1. For the avoidance of any doubt, CompTIA shall have the right in its sole discretion to add, subtract, correct, revise, or otherwise modify the list of CompTIA Products (or the CompTIA Products themselves) which it offers for sale to Delivery Partner and/or any other buyer at any time. "CompTIA Products" shall mean any available CompTIA certification exam vouchers (each, a "Voucher"), as well as any corresponding CompTIA-owned certification exam preparation materials, in any format (digital or print), whether intended for self-study or instructor-led contexts, including CompTIA eBooks/print books, CompTIA Labs, CertMaster Practice, and CertMaster Learn.

Schedules to be provided:

Schedule 1: Delivery Partner Pricing