

ASHLEY CALDWELL, TERRITORY MANAGER ASHLEY.CALDWELL@PEARSON.COM

TOLL FREE: 1-888-222-7890, EXT 146 | DESK: 801-847-3146 CERTIPORT TECHNICAL SUPPORT: 1-888-999-9830, OPTION 1

Microsoft

Microsoft Office Specialist is the only globally accepted credential for validating Microsoft Office skills. It is the official Microsoft Office certification for desktop productivity, enabling students to validate their skills and advance both academically and professionally. Certify in Word, Excel, PowerPoint, OneNote, Access, Outlook

ID#	Category	Product	Price
1106514	CERTIFY	MOS Voucher with Retake	\$90.00
1106641	CERTIFY	Microsoft Certified Educator Voucher + Retake	\$20.00
1101634	CERTIFY	MOS License – 500 Exams	\$3,744.00
1103739	PRACTICE	GMetrix Practice Tests - Individual User - Single Title	\$42.00
1102732	PRACTICE	GMetrix Practice Tests - 5-Seat/50 User	\$515.00
1102733	PRACTICE	GMetrix Practice Tests - 10-Seat/100 User	\$723.00
1102832	PRACTICE	GMetrix Practice Tests - 30-Seat/300 User	\$1,555.00
1102735	PRACTICE	GMetrix Practice Tests - Site License	\$2,236.00
1105488	LEARN	CCI JasperActive Training W/GMetrix – 10 Seat/100 User	\$1,499.00
1105490	LEARN	CCI JasperActive Training W/GMetrix – 30 Seat/300 User	\$3,199.00
1105426	LEARN	CCI JasperActive Training W/GMetrix – Site License	\$4,199.00
1104538	LEARN	LearnKey for MOS – 10 Seat / 100 User	\$785.00
1104539	LEARN	LearnKey for MOS – 30 Seat / 300 User	\$1,575.00
1104540	LEARN	LearnKey for MOS - Site License	\$2,250.00

GMetrix: Practice tests map to the Microsoft Office Specialist (MOS) exam objectives. All tests are in-application or performance-based simulations to provide the best assessment of real-world experience. All tests have both a testing and a training mode providing step-by-step help on each question.

CCI JasperActive: Increase Microsoft Office Specialist (MOS) industry certifications pass rates with the Jasperactive/GMetrix Learning System. This is a turn-key system that includes curriculum, learning, practice, e-books, and teacher resources all fully mapped to the standards and objectives of the MOS certifications for Word, Excel, PowerPoint, Outlook, Access, Word Expert, and Excel Expert.

LearnKey Certification Training: LearnKey is an internet-based learning program with built in video training, projects, labs and student workbooks. Projects are catered for a classroom time limit. Includes pre and post assessments with built in activity reports for instructors. LearnKey helps an instructor manage all the different learning levels within a classroom.



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Microsoft Technology Associate

The Microsoft Technology Associate (MTA) certification is the ideal and preferred path to Microsoft's world-renowned technology certification programs, such as Microsoft Certified Technology Specialist (MCTS) and Microsoft Certified IT Professional (MCITP). MTA is positioned to become the premier credential for individuals seeking to explore and pursue a career in technology, or augment related pursuits such as business or any field technology is pervasive.

ID#	Category	Product	Price
1101766	CERTIFY	MTA Voucher	\$53.00
1106519	CERTIFY	MTA Voucher with Retake	\$61.00
1102222	CERTIFY	MTA Campus License - 100 Exams	\$2,808.00
1102221	CERTIFY	MTA Campus License - 250 Exams	\$3,094.00
1102220	CERTIFY	MTA Campus License - 500 Exams	\$3,640.00
1102955	PRACTICE	GMetrix Practice Test Individual License (Single Title)	\$40.00
1102920	PRACTICE	GMetrix Practice Tests for MTA - 5 Seat/50 User	\$416.00
1102956	PRACTICE	GMetrix Practice Tests for MTA - 10 Seat/100 User	\$619.00
1102957	PRACTICE	GMetrix Practice Tests for MTA - 30 Seat/300 User	\$1,243.00
1102958	PRACTICE	GMetrix Practice Tests for MTA - Site License	\$1,867.00
1104549	LEARN	LearnKey Training for MTA – 10 Seat / 100 User	\$785.00
1104550	LEARN	LearnKey Training for MTA - 30 Seat / 300 User	\$1,575.00
1104551	LEARN	LearnKey Training for MTA – Site License	\$2,250.00

GMetrix: Practice tests map to the Microsoft Technology Associate (MTA) exam objectives. All tests are simulated, drag and drop, and multiple choice to provide the best assessment of real-world experience. All tests have both a testing and a training mode providing step-by-step help on each question.

LearnKey Certification Training: LearnKey is an internet-based learning program with built in video training, projects, labs and student workbooks. Projects are catered for a classroom time limit. Includes pre and post assessments with built in activity reports for instructors. LearnKey helps an instructor manage all the different learning levels within a classroom.



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The Adobe Certified Associate certification will help validate a test candidate's ability to create, manage, integrate and communicate information using Adobe's dynamic multi-media, video, graphic, and web software. The certification exam is performed live in the application using the Adobe Creative Cloud software. Available exams include: After Effects, Animate, Flash (CS6 Only), Dreamweaver, Photoshop, Premiere Pro, InDesign and Illustrator.

ID#	Category	Product	Price
1100585	CERTIFY	ACA Exam	\$63.00
1106515	CERTIFY	ACA Voucher with Retake	\$75.00
1103875	CERTIFY	ACA Voucher with Retake and Practice Test	\$99.00
1103028	CERTIFY	Classroom License W/GMetrix - Web Design (PS,PP,AN,DW)	\$3,640.00
1103029	CERTIFY	Classroom License W/GMetrix - Graphic Design (PS,PP,IL,ID)	\$3,640.00
1102125	CERTIFY	Classroom License W/GMetrix – All Titles (PS,PP,IL,ID,AN,DW)	\$4,446.00
1103870	PRACTICE	GMetrix Practice Tests for ACA - Single User – Single Title	\$42.00
1103974	PRACTICE	GMetrix Practice Tests for ACA – 5 Seat/50 User License	\$416.00
1103872	PRACTICE	GMetrix Practice Tests for ACA – 10 Seat/100 User License	\$619.00
1103873	PRACTICE	GMetrix Practice Tests for ACA – 30 Seat/300 User License	\$1,243.00
1103874	PRACTICE	GMetrix Practice Tests for ACA - Site License	\$1,867.00
1104542	LEARN	LearnKey Training for ACA – 10 Seat/100 User	\$785.00
1104543	LEARN	LearnKey Training for ACA – 30 Seat/300 User	\$1,575.00
1104541	LEARN	LearnKey Training for ACA – Site License	\$2,250.00

GMetrix: Practice tests map to the Adobe Certified Associate (ACA) exam objectives. All tests are simulated, drag and drop, and multiple choice to provide the best assessment of real-world experience. Coming soon practice tests will be live in-application. All tests have both a testing and a training mode providing step-by-step help on each question.

LearnKey Certification Training: LearnKey is an internet-based learning program with built in video training, projects, labs and student workbooks. Projects are catered for a classroom time limit. Includes pre and post assessments with built in activity reports for instructors. LearnKey helps an instructor manage all the different learning levels within a classroom.

Free Adobe Study Packets: https://edex.adobe.com/en/aca/prep



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The Autodesk Certified User program ensures that students have mastered the design skills necessary to continue their academic pursuits, attain job-entry-level design careers, or work toward additional levels of industry certification. The exams combine multiple-choice and simulation questions to ensure a student understands and is able to perform real-world tasks using Autodesk software. Exams available for: AutoCAD, Inventor, Revit, Maya, Fusion 360 and 3DsMax.

ID#	Category	Product	Price
1102088	CERTIFY	ACU Exam Voucher	\$63.00
1106517	CERTIFY	ACU Exam Voucher with Retake	\$76.50
1102793	CERTIFY	ACU Voucher with Retake and Practice Test	\$109.00
1102098	CERTIFY	Classroom License with 30 Seat GMetrix	\$3,744.00
1102730	PRACTICE	GMetrix Practice Tests for ACU - Single Title	\$42.00
1102752	PRACTICE	GMetrix Practice Tests for ACU - 10 Seat/100 User	\$619.00
1102753	PRACTICE	GMetrix Practice Tests for ACU - 30 Seat/300 User	\$1,243.00
1102754	PRACTICE	GMetrix Practice Tests for ACU - Site License	\$1,867.00
1106581	LEARN	LearnKey ACU Individual License CAD, Inventor, Revit	\$95.00
1106578	LEARN	LearnKey ACU 10-Seat/100 License CAD, Inventor, Revit	\$595.00
1106575	LEARN	LearnKey ACU 30-Seat/300 License CAD, Inventor, Revit	\$1,250.00
1106448	LEARN	LearnKey ACU Site License CAD, Inventor, Revit	\$1,800.00

GMetrix: Practice tests map to the Autodesk Certified User (ACU) exam objectives. Practice tests are either simulated or live in-application to provide the best assessment of real-world experience. All tests have both a testing and a training mode providing step-by-step help on each question.

LearnKey Certification Training: LearnKey is an internet-based learning program with built in video training, projects, labs and student workbooks. Projects are catered for a classroom time limit. Includes pre and post assessments with built in activity reports for instructors. LearnKey helps an instructor manage all the different learning levels within a classroom. To Learn more please watch this instructional video: https://youtu.be/mC7gfxCnz20



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Bookkeeping in the 21st Century requires more than knowledge of GAAP principles or an eye for detail —students need relevant computing skills. Intuit® QuickBooks, the industry leader in managerial accounting software for small business, provides an easy-to-understand platform for students to grasp accounting concepts while honing skills in the most prevalent bookkeeping application in small business today. Students can validate their QuickBooks knowledge by becoming an Intuit QuickBooks Certified User (QBCU).

ID#	Category	Product	Price
1105156	CERTIFY	QuickBooks Voucher w/Retake and Practice Tests	\$102.99
1105095	CERTIFY	QuickBooks License with GMetrix Practice Test License	\$3,536.00
1104770	PRACTICE	GMetrix Practice Tests for QBCU – Single User	\$42.00
1105091	PRACTICE	GMetrix Practice tests for QBCU – 10 Seat/100 User	\$468.00
1105092	PRACTICE	GMetrix Practice Tests for QBCU – 30 Seat/300 User	\$780.00
1105292	LEARN	LearnKey Training for QBCU – 10 Seat/100 User	\$595.00
1105293	LEARN	LearnKey training for QBCU – 30 Seat/300 User	\$1,250.00
1105294	LEARN	LearnKey Training for QBCU – Site License	\$1,800.00
1105932	LEARN	Sleeter QuickBooks Fundamental Guide	\$89.95
		ISBN9781942417224	

GMetrix: Practice tests map to the QuickBooks Certified User (QBCU) exam objectives. All tests are simulated with dragdrop and multiple choice. All tests have both a testing and a training mode providing step-by-step help on each question.

LearnKey Certification Training: LearnKey is an internet-based learning program with built in video training, projects, labs and student workbooks. Projects are catered for a classroom time limit. Includes pre and post assessments with built in activity reports for instructors. LearnKey helps an instructor manage all the different learning levels within a classroom.

Sleeter QuickBooks Fundamentals Guide: Hard copy book packed with hands-on step-by-step exercises that have students working directly in QuickBooks while they learn the accounting behind the scenes and the best practices. It provides a complete experiential learning environment with content that maps to the QuickBooks Certified User (QBCU) industry certification. Each book provides sample data files (work with U.S. QuickBooks only), and practice exercises so the students can apply what they are learning in class.



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The Internet and Computing Core Certification (IC^{3®}) provides test candidates with foundational skills needed to excel in virtually all career fields and academic pursuits requiring computer proficiency. It is an internationally recognized standard for digital literacy and reflects the most relevant skills needed in today's academic business environments.

Must pass all three exams to certify: Living Online, Key Applications, and Computing Fundamentals

ID#	Category	Product	Price
1101890	CERTIFY	IC3 Voucher	\$26.00
1106516	CERTIFY	IC3 Voucher with Retake	\$30.00
1104193	CERTIFY	IC3 Exam License with 30 Seat Practice Test	\$3,484.00
1104172	PRACTICE	GMetrix Practice Tests for IC3 – 5 Seat/50 User	\$416.00
1104173	PRACTICE	GMetrix Practice Tests for IC3 – 10 Seat/100 User	\$619.00
1104174	PRACTICE	GMetrix Practice Tests for IC3 – 30 Seat/300 User	\$1,243.00
1104178	PRACTICE	GMetrix Practice Tests for IC3 – Site License	\$1,867.00
1104545	LEARN	LearnKey Training for IC3 – 10 Seat/100 User	\$595.00
1104559	LEARN	LearnKey Training for IC3 – 30 Seat/300 User	\$1,250.00
1104546	LEARN	LearnKey Training for IC3 – Site License	\$1,800.00



Train and practice for CompTIA industry certifications. Certiport offers online curriculum and practice tests for the CompTIA industry certification exams.

Titles Include: A+ (901&902), Linux+ (103&104), Sec+ (SYO-501), Advanced Security Practitioner

ID#	CATEGORY	PRODUCT	PRICE
1106371	PRACTICE	CompTIA Practice Test, Individual License, 1 App	\$109.00
1106372	PRACTICE	CompTIA Practice Test, Individual License, Full Suite	\$479.00
1106373	PRACTICE	CompTIA Practice Tests Full Suite, 10-seat/100-user	\$1,050.00
1106374	PRACTICE	CompTIA Practice Tests Full Suite, 30-seat/300-user	\$2,350.00
1104552	LEARN	LearnKey CompTIA A+, Net+, Sec+ Indiv. License 1 App	\$225.00
1104553	LEARN	LearnKey CompTIA A+, Net+, Sec+ Indiv. License Suite	\$400.00
1104560	LEARN	LearnKey CompTIA A+, Net+, Sec+ 10 Seat License Suite	\$999.00
1104561	LEARN	LearnKey CompTIA A+, Net+, Sec+ 30 Seat License Suite	\$2,300.00
1104562	LEARN	LearnKey CompTIA A+, Net+, Sec+ Site License	\$3,160.00



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ESB is the first certification product in the new Certiport Business Fundamentals Certification Program, which will also include certification exams in business disciplines such Digital Marketing and Finance. The ESB certification is built to test and validate foundation-level concepts and knowledge in entrepreneurship and small business management.

ID#	Category	Product	Price
1105096	CERTIFY	ESB Voucher	\$60.00
1106522	CERTIFY	ESB Voucher + Retake	\$70.00
1105597	CERTIFY	ESB Voucher + Retake and Practice Tests	\$109.00
1105108	CERTIFY	ESB Exam Site License with GMetrix Site License	\$3,094.00
1105097	PRACTICE	GMetrix Practice Tests for ESB - Single User License	\$42.00
1105112	PRACTICE	GMetrix Practice Tests for ESB – 10 Seat/100 User	\$468.00
1105113	PRACTICE	GMetrix Practice Tests for ESB – 30 Seat/300 User	\$780.00
1105283	LEARN	LearnKey Training for ESB - Individual User License	\$95.00
1105284	LEARN	LearnKey Training for ESB - 10 seat / 100 User License	\$595.00
1105113	LEARN	LearnKey Training for ESB - 30 Seat / 300 User License	\$1,250.00
1105286	LEARN	LearnKey Training for ESB - Site License	\$1,800.00

GMetrix: Practice tests map to the Entrepreneurship and Small Business (ESB) exam objectives. All tests are simulated with drag-drop, matching, calculations and multiple choice. All tests have both a testing and a training mode providing step-by-step help on each question.

LearnKey Certification Training: LearnKey is an internet-based learning program with built in video training, projects, labs and student workbooks. Projects are catered for a classroom time limit. Includes pre and post assessments with built in activity reports for instructors. LearnKey helps an instructor manage all the different learning levels within a classroom.



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EC-Council, or the International Council of E-Commerce Consultants, is the world's largest cyber security technical certification body. EC-Council has certified over 200,000 information security professionals globally that have influenced the cyber security mindset of countless organizations worldwide. EC-Council is proud to offer two cybersecurity certifications, covering a "Red Team," offensive, and "Blue Team," defensive, approach. Get certified in both Ethical Hacker Associate (E|HA) and Cyber Forensics Associate (C|FA).

ID#	Category	Product	Price
1106084	CERTIFY	Exam Voucher	\$75.00
1106242	CERTIFY	Exam Voucher with Retake	\$90.00
1106294	CERTIFY	Exam Voucher with Retake and Practice Tests	\$130.00
1106092	CERTIFY	EC-Council Classroom License 100 Exams	\$2,175.00
1106095	CERTIFY	EC-Council Classroom License 250 Exams	\$2,475.00
1106114	PRACTICE	GMetrix Single User	\$75.00
1106116	PRACTICE	GMetrix 10 Seat/100 User License	\$595.00
1106118	PRACTICE	GMetrix 30 Seat/300 User License	\$1,195.00
1106121	PRACTICE	GMetrix Site License	\$1,795.00
	LEARN	EC-Council eBook Individual User – Single Title	\$45.00
	LEARN	EC-Council eBook 30 User	\$1,215.00
	LEARN	iLab – Dual Course – 9 Month - Single User	\$133.00
	LEARN	iLab – Dual Course – 9 Month - 30 User	\$3,392.00
	LEARN	iLab – Single Title - 9 Month – Single User	\$69.00
	LEARN	iLab – Single Title – 9 Month – 30 User	\$1,863.00

GMetrix: Practice tests map to the EC-Council Associate exam objectives. All tests have both a testing and a training mode providing step-by-step help on each question. GMetrix practice tests are the closest you will get to the real exam.

EC-Council official curriculum: In preparation for the Ethical Hacking Associate and Cyber Forensics Associate exams, EC-Council has created official curriculum aligned to the EC-Council Associate certifications. The curriculum includes EC-Council e-courseware and access to EC-Council's iLabs environment. The iLabs environment is a state-of-the-art virtual lab platform that gives the students a secure and safe environment to practice and learn the skills of ethical hacking and cyber forensics. The EC-Council curriculum includes practice exercises and example exam questions for you and your students to review. These materials are meant to help familiarize yourself or your students with the areas of the exam.



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App Development with Swift Certification Level 1

Swift is a robust and intuitive programming language created by Apple that's easy to learn, simple to use, and super powerful. Which makes it great for getting started with code. It's also one of the fastest growing, most popular open-source programming languages. In fact, some of the world's most popular apps are built in Swift.

ID#	Category	Product	Price
1106255	CERTIFY	Apple Swift Exam Voucher and Practice Test	\$95.00
1106256	CERTIFY	Apple Swift Exam Voucher with Retake and Practice Test	\$110.00
1106265	CERTIFY	Apple Swift License 250 Exams with GMetrix Site License	\$3,495.00

Curriculum is provided for free from Apple Education:

https://itunes.apple.com/us/book/app-development-with-swift/id1219117996?mt=11

This course is designed to teach you the skills needed to be an app developer capable of bringing your own ideas to life. Whether you're new to coding or want to expand your skills, by the end of this course you should be able to build a fully functioning app of your own design.

The course starts by introducing iOS development tools, basic programming concepts using Swift as the language, and industry best practices. Building on this foundation, you'll follow a step-by-step curriculum, work through practical exercises, and create apps from scratch.

Instructor Resources are provided for free from Apple Education:

https://itunes.apple.com/us/book/app-development-with-swift/id1219118093?mt=11

This Teacher Guide, a companion to the two-semester long App Development with Swift course, is designed for you to use with high school and college students. It includes tips for extending or adapting lessons, increasing collaboration, and assisting students who need extra support. It also includes downloadable Keynote presentations for each lesson, solution code for the labs presented in the student guide, and a rubric for evaluating student work.



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Unity is the leading content-creation platform for VR/AR, real-time 3D, and mobile 2D. Unity is used by students and professionals around the world to create everything from games to movies, 3D models to VR simulations.

The new Unity Certified User (UCU) industry certification is an entry-level credential that allows individuals to get started in interactive content creation for industries such as gaming, entertainment, automotive, AEC and XR. The UCU certification helps employers and institutions verify a candidate's knowledge and skills using Unity technology to succeed in these industries. Whether it's a desire to create games and apps or build new worlds in AR/VR, the UCU certification is the place to start. The UCU certification is a stackable credential which builds into the professional Unity certifications such as: Unity Certified Programmer, Unity 3D Artist, Unity Certified Expert Gameplay Programmer, Unity Certified Expert Technical Artist: Shading & Effects

ID#	Category	Description	Price
1106540	CERTIFY	UCU Exam Voucher	\$65
1106542	CERTIFY	UCU Exam Voucher with Retake	\$80
1106547	CERTIFY	UCU Exam Voucher with Practice Test and Retake	\$120
1106557	CERTIFY	UCU Site License - 100 exams	\$2,100
1106543	CERTIFY	UCU Site License - 250 exams	\$2,500
1106535	PRACTICE	(Gmetrix) Unity Certified User Practice Test 30-seat/300-user license	\$780
1106532	PRACTICE	(GMetrix) Unity Certified User Practice Test Site License	\$1,035
1106530	PRACTICE	(GMetrix) Unity Certified User Practice Test Individual User License	\$42
	LEARN	Unity Courseware for Unity Certified User – Single User	\$75
	LEARN	Unity Courseware for Unity Certified User – 10 Seat/100 User	\$695
	LEARN	Unity Courseware for Unity Certified User – 30 Seat/300 User	\$1,295

FREE Unity software: Individuals can download the Personal edition to their own computer for free. Educators and schools can request a site license and not-for-profit educational institutions and programs, that qualify, can receive a free version. To redeem your free software license, go to: https://unity.com/education

GMetrix: Practice tests map to the Unity Certified User exam objectives. All practice tests have both a testing and a training mode providing step-by-step help on each question. GMetrix practice tests are the closest you will get to the real exam.

Unity Courseware: Unity Certified User courseware is developed by Unity and hosted on the GMetrix online platform. Students can learn in their own time and at their own pace with video-rich instructional content presented in a guided, progressive course of study. Alternatively, instructors can take advantage of the courseware's modular structure to personalize the learning for the needs of their unique students.



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Coding in Minecraft is a computer science curriculum with micro-credentials, all delivered through Minecraft: Education Edition. The pathway comprises three courses that immerse students in a Minecraft world to develop and prove their coding skills using MakeCode and JavaScript.

Students can receive their Coding in Minecraft micro-credential certificate upon completing the followed courses:









ID#	Category	Description	Price
1106661	Learn/Certify	(GMetrix) Coding in Minecraft course, 100-user license	\$2,500
1106660	Learn/Certify	(GMetrix) Coding in Minecraft course, individual user license	\$30

Teacher onboarding video: https://youtu.be/6DPiPapc8zs **Student onboarding video:** https://youtu.be/UnbwUTmTJA0

Quick Start Guide: https://codingcredentials.com/wp-content/uploads/2019/08/CIMQuickStart.pdf

Learning Objectives / CSTA Alignment:

- Introduction Course: https://codingcredentials.com/wp-content/uploads/2019/08/Introduction-to-Coding-using-MakeCode-Objectives.pdf
- Intermediate Course: https://codingcredentials.com/wp-content/uploads/2019/08/Intermediate-Coding-using-MakeCode-Objectives.pdf
- Advanced Course: https://codingcredentials.com/wp-content/uploads/2019/08/Advanced-Coding-using-MakeCode-Objectives.pdf

*After completing all three courses the student can validate their skillset by taking the Coding in Minecraft exam.

Exam information: https://codingcredentials.com/coding-in-minecraft-exam-2/

Exam Sample Questions: https://codingcredentials.com/wp-content/uploads/2019/07/001-Sample-Questions-190719.pdf



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CERTIPORT CONTACT LIST

CERTIPORT CUSTOMER SERVICE & TECHNICAL SUPPORT

1-888-999-9830 Monday-Friday, 6:00 AM – 5:00 PM (Mountain Time) customerservices@certiport.com (Responses within 1 business day) technicalsupport@certiport.com (Responses within 1 business day)

*Urgent email extended hours:

Sat, Sun, & U.S. holidays: 8 am - 6 pm MTN Time (support@certiport.com)

Receive an email response within 2 hours during this time

GMETRIX TECHNICAL SUPPORT

801-607-5475 Support@gmetrix.com

LEARNKEY CLIENT SERVICES TEAM

1-800-984-9476
ClientServices@learnkey.com
Available Monday through Friday, 8AM – 5PM (MT)

CCI JASPERACTIVE SUPPORT

CCI Customer Support Line
Office Toll Free: 1-800-668-1669
Support Email: support.ccilearning.com

CERTIPORT TRAINING

Account Management Training | Console 8 Training | Online Exam Delivery Training | E-Course Training | GMetrix Practice Test Training | Testing Software Training | Administrator Functions

Toll Free: 1-888-999-9830, option 3 Support Email: nss@certiport.com



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Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed asset to the terms and conditions herein.

- 1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.
- **2. Implementation of Services**. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.
- <u>3. Payment, Prices and Setoff</u>. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.
- 4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.
- 5. Termination or Cancellation of this Agreement. This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.
- <u>6. Parental Consent Form</u>. Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Company and made available to Certiport upon request.



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- <u>7. Legal Compliance</u>. Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.
- **8.** Intellectual Property. Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.
- 9. Limited Warranty. Seller warrants that it will perform the services in a professional and workmanlike manner. THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.
- 10. Limitation of Liability. In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.
- 11. Buyer Specifications Indemnity. Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.
- 12. Confidentiality. Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and
- (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.
- 13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.
- 14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense



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to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.