Access 4 Learning Community

Simple. Secure. Scalable. Standard.

Trademark License Agreement

www.A4L.org

Version 1.5, July 2023

THE PARTIES TO THIS AGREEMENT ARE:

(1) The SIF Association doing business as (dba) Access 4 Learning (A4L) Community, a not-for-profit corporation incorporated in the District of Columbia with a place of business at PO Box 249, Malden, MA 02148 and any Affiliated Company, or assigns (“the A4L Community"), and

(2) ....., a company incorporated in ..... with a place of business at ....., and any Affiliated Company (“the Licensee”).

WHEREAS:

(A) The A4L Community is the proprietor or exclusive licensor of certain Trademarks.

(B) The Licensee wishes to use said Trademarks on and in relation to the Licensee's products, when such products meet the Standards of Quality.

(C) The A4L Community is willing to permit the Licensee to use said Trademarks as aforesaid, subject to the provisions of this Agreement.

THE PARTIES THEREFORE AGREE as follows:

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1. Definitions

In this Agreement the following words shall have the following meaning unless the context otherwise requires:

Affiliated Company:

In relation to any company referred to in this Agreement, Affiliated Company shall mean:

a. Its holding company, and

b. Any of its subsidiaries, and

c. Any subsidiary of its holding company.

Certification Policy

The certification policy for the SIF Certification Program, as modified by the A4L Community from time to time at its sole discretion and set forth at http://cert.sifassociation.org or such additional or replacement locations as provided by the A4L Community.

Certified Product

Any product or service which has been certified in accordance with the Certification Policy and which remains a Certified Product as defined in the Certification Policy.

Excluded Countries

Those countries (if any) set out in Schedule 3 (as amended from time to time in accordance with Sub-clause 2.2 below) in which the Licensee is not permitted to use the Trademarks.

Person

Includes a body of persons whether or not incorporated.

Restricted Countries

The countries (if any) listed in Schedule 3 (as amended from time to time in accordance with Sub-clause 2.2 below) in which the Licensee is permitted to use the Trademarks pursuant to the conditions set forth on said Schedule.

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Standards of Quality

The applicable conformance requirements set forth in the Certification Policy.

Territory

Those countries as set out in Schedule 3, Paragraph 3, as amended from time to time in accordance with this Agreement, and any other countries in which the A4L Community has rights in the Trademarks other than through registration, or any one or more of them as the context requires.

Trademarks

The Trademarks described in Schedule 1, whether registered or not.

Trademark Usage Guide

The set of rules attached as Schedule 4 hereto describing the form and manner in which the Trademarks are to be used by Licensees (subject to any specific reasonable interpretation by the A4L Community in individual cases) as amended or revised from time to time by the A4L Community in accordance with Clauses 5 and 18 below.

2. License

2.1 License Grant

In consideration of the payments to be made in accordance with Clause 8 below and subject to Clause 4 (Standards of Quality), Schedule 4 (Trademark Usage Guide), and the other provisions of this Agreement, the A4L Community hereby grants to the Licensee a non-exclusive, nontransferable (without any right to sublicense) license to use the Trademarks in the Territory on, or in relation to, Certified Products, including without limitation such use in brochures and marketing materials relating to Certified Products.

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2.2 Restricted and Excluded Countries

The A4L Community may give notice to the Licensee from time to time that a country, jurisdiction or territory should be added to the list of Restricted Countries and/or Excluded Countries where it appears or is claimed that the use of the Trademarks in such country, jurisdiction or territory infringes the rights of any third party or parties; or the law of that country, jurisdiction or territory requires compliance with any specified formality that the A4L Community reasonably determines to be an excessive burden.

2.3 License Restrictions

Save as otherwise expressly authorized in writing by the A4L Community, the Licensee shall not use the Trademarks other than in accordance with the provisions of this Agreement (including its Schedules).

3. Duration

This Agreement and the licenses hereby granted shall commence on the date of countersignature by the A4L Community of this Agreement and shall, unless terminated in any of the circumstances of Clause 9 of this Agreement, continue in force:

a. In the case of each license granted hereunder in respect of each of the Trademarks, for so long as the A4L Community, its licensees, successors or its assigns continue to use the Trademark in connection with goods and/or services relating to software development, testing or certification; and

b. In the case of this Agreement, until the cessation of the A4L Community's or its licensees', successors' or assigns' continued use of the last of the Trademarks in connection with goods and/or services relating to software development, testing or certification.

4. Standards of Quality

4.1 General Obligation

All Certified Products supplied by, directly or indirectly, or manufactured for or by the Licensee under or by reference to the Trademarks shall comply with the Standards of Quality, and the

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Licensee is obliged to adhere to the Certification Policy. The Licensee hereby warrants and represents that each Certified Product meets the applicable conformance requirements identified in the Certification Policy.

4.2 Test Results

The SIF Certification Program requires test results to be provided in order to achieve certification. The A4L Community shall retain records of such test results as defined in the Certification Policy. Test results and the report of audit thereof, shall be treated as confidential for the purpose of Clause 12.

4.3 Continued Compliance with the Standards of Quality

The Licensee shall be obliged to check all changes to a Certified Product whether product defect corrections or otherwise to ensure that all Certified Products continue to meet the Standards of Quality. In the event that a Certified Product ceases to qualify as a Certified Product, the Licensee shall at its expense immediately cease to make any use of the Trademarks whatsoever on or in relation to that product. In addition, Licensee shall also immediately cause the Trademarks to be removed from all units of that product and from all sales literature and other materials and, where necessary to achieve this, shall use its best efforts to recall such products, sales literature, and materials from retailers and other Persons (other than the ultimate customer) or, at a minimum, ensure that any use of the Trademarks on such products or materials is not visible on such products, product packaging, sales literature and other materials.

4.4 Application of Trademarks

Pursuant to the license granted under Clause 2 above, and notwithstanding the general obligation under Clause 4.1 above, the Trademarks may only be applied to Certified Products that meet the following conditions:

a) A configuration of the product that meets the Standards of Quality is available for delivery, and

b) The same Certified Product has been certified within the SIF Certification Program by the Licensee.

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4.5 Certification Details to be Made Available Whenever the Trademarks are Used

Whenever the Trademarks are displayed on or in relation to Certified Products in accordance with this Agreement, the Licensee must use the relevant attribution statement in connection with such use as prescribed in the Trademark Usage Guide.

5. Use of the Trademarks

5.1 Trademark Use Guidelines

The Licensee may only use the Trademarks in accordance with the Trademark Usage Guide amended from time to time in accordance with Clause 18.

5.2 Trademark Reputation

The use of the Trademarks by the Licensee shall at all times be in keeping with their distinctiveness and reputation as determined by the A4L Community as set forth in this Agreement, and the Licensee shall forthwith cease any use not consistent therewith as set forth in this Agreement.

5.3 Licensee Registration of Trademarks Prohibited

The Licensee shall not use, register, or apply to register any mark or name identical to, confusingly similar to, or in competition with the Trademarks in respect of any goods or services.

5.4 Trademark License Limited

Nothing contained in this Agreement shall entitle the Licensee to use or register the Trademarks as part of any corporate, business, or trading name of the Licensee, or to use the Trademarks outside the Territory.

5.5 Licensee Statements

The Licensee shall not intentionally, in any written material or otherwise, make any reference to or use of the Trademarks in such a manner as may lead the reader thereof to believe that the Licensee is licensed to apply the Trademarks to any product which is not a Certified Product at the time such reference is made.

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6. Ownership of the Trademarks

6.1 Trademark Owner

The A4L Community is the proprietor or exclusive licensor of the Trademarks and of applications for registration of the Trademarks in various countries, particulars of which are available from the A4L Community on request and warrants that it has the right to grant the licenses granted hereunder. It is not aware at the date hereof that the Trademarks or the use of them on or in relation to the Certified Products in the Territory infringes the rights of any third party but gives no warranty in relation thereto nor as to the validity of any of the applications or registrations.

6.2 No Contest to Trademarks

During the term of this Agreement and thereafter, the Licensee undertakes not to do or permit to be done any act which would or might jeopardize or invalidate the Trademarks, their applications, and/or their registrations nor to do any act which might assist or give rise to an application to remove the Trademarks from any national register or which might prejudice the right of the A4L Community to the Trademarks. Furthermore, the Licensee will not object to or otherwise contest the A4L Community's exclusive right, title and interest in and to, or the validity of, the Trademarks.

6.3 Licensee Assistance in Maintaining Trademarks

The Licensee shall on request give to the A4L Community or its authorized representative any information as to its use of the Trademarks which the A4L Community may reasonably require and will (subject to the provisions of Clause 7 below) render any (non-monetary) assistance reasonably required by the A4L Community in maintaining the applications, registrations, and/or common law rights of the Trademarks. Such information shall be subject to the provisions of Clause 12 below where applicable.

6.4 Goodwill of Trademarks

The Licensee shall not make any representation or do any act which may be taken to indicate that it has any right, title, or interest in or to the ownership or use of the Trademarks except under the terms of this Agreement and acknowledges that nothing contained in this Agreement or done pursuant to this Agreement shall give the Licensee any right, title, or interest in or to the Trademarks. To the extent that any use of the Trademarks by the Licensee in any part of the Territory may result in a development of goodwill in the Trademarks in that

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part of the Territory, such goodwill shall inure to the sole benefit of and be on behalf of the A4L Community. Upon termination of this Agreement for any reason, all rights in the Trademarks will automatically revert to the A4L Community. The Licensee will at any time execute any documents reasonably required by the A4L Community to confirm the A4L Community's ownership of all such rights.

6.5 Licensee Cooperation in Recording Licenses

Subject to the Licensee complying with its obligations under this sub-clause and Schedule 2, Paragraph 2, the A4L Community may wherever required to do so by local laws in any part of the Territory record the Licensee as a Licensee or registered user of the Trademarks. The Licensee shall at the A4L Community's request assist the A4L Community as may be necessary (including by executing necessary documents including registered user agreements) for recording the Licensee as a registered user of the Trademarks in any part of the Territory, and the Licensee hereby agrees that each such recordation may be cancelled by the A4L Community upon any termination of this Agreement in accordance with its terms, and that it shall assist the A4L Community so far as may be necessary to achieve such cancellation including by executing necessary documents. At the Licensee's request the A4L Community shall take all necessary steps to record such licenses with the regulatory authorities in countries where such registration is required or desirable and the Licensee is responsible for reimbursing the A4L Community all fees and expenses in connection therewith.

6.6 On-Going Trademark Registrations

The A4L Community shall, subject to the Licensee's cooperation, use its reasonable efforts to renew any registrations for the Trademarks already registered, and to procure registrations for applications of the Trademarks. The A4L Community will add to the Territory any registrations of the Trademarks that are completed in additional countries. However, subject to Sub-clause 18.1 below, the A4L Community may at any time remove a country from the Territory for legal or justifiable commercial reasons.

7. Infringements

7.1 Infringements of the Trademarks

The Licensee shall immediately notify the A4L Community in writing if the Licensee becomes aware of any unauthorized use, or proposed unauthorized use, by any Person of a trade

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name, trademark, or trade dress of goods or mode of promotion or advertising, which is identical or confusingly similar to Trademarks, and the A4L Community may elect, in its discretion, to:

a. take action against such Person, at its sole expense, in its own name or in the name of Licensee or join the Licensee as a party, as it in its sole discretion deems required, and to retain all amounts awarded as damages, profits or otherwise in connection with such action, or

b. grant the Licensee the right to take such action, at the Licensee's own expense, and by attorneys of the Licensee's choice, as the Licensee in its sole discretion may deem advisable, including the right to sue for infringement. Any such action taken by the Licensee may be taken in the name of the A4L Community or the Licensee, as the Licensee deems appropriate. The monetary proceeds from any such action, claim or settlement arising from any such action, will belong exclusively to the Licensee after the deduction of all of the A4L Community's own costs or damages incurred as a result of the infringer's activities, if any.

Subject to the terms of this Section 7, the Licensee shall not be entitled to bring any action for infringement under any provisions of the laws of any jurisdiction enabling licensees to bring proceedings for infringement of Trademarks PROVIDED ALWAYS that nothing herein shall be deemed to remove from the Licensee any right to bring such proceedings which may not under any relevant country's laws be excluded by agreement between a licensor and licensee.

7.2 Infringement of Third-Party Marks

If the Licensee becomes aware that any Person alleges that the Trademarks are invalid or if either party hereto becomes aware that any Person alleges that use of the Trademarks infringes any rights of another party, the Licensee or the A4L Community, as appropriate, shall immediately notify the other party. The Licensee shall make no comment or admission to any third party in respect thereof except pursuant to any judicial order binding upon it.

7.3 Cooperation

The Licensee shall at the request of the A4L Community cooperate with the A4L Community in any action, claim, or proceedings brought or threatened in respect of the Trademarks and the A4L Community shall meet any reasonable expenses incurred by the Licensee to third parties in giving such assistance. Where the Licensee requests the A4L Community to bring proceedings which the A4L Community would not otherwise bring in any part of the Territory, the Licensee shall be consulted at all significant stages of such proceedings and shall meet the

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A4L Community's costs associated with the bringing of such proceedings. In the event of the successful prosecution of such proceedings the A4L Community shall remit to the licensee any resulting damages recovered by it after the deduction of all of the A4L Community's own costs incurred as a result of such proceedings. Notwithstanding the above, it shall be at the A4L Community's sole discretion whether or not any proceedings are brought or continued.

7.4 Products Altered by Purchasers and Licensees

Purchasers and licensees of the Licensee's Certified Products and of related materials bearing the Trademarks who may for the purposes of resale or re-licensing be altering the content or specification of all or part of such Certified Products in such a way as to affect the conformance of such Certified Products with the Standards of Quality, are not permitted to use the Trademarks on or in relation to such altered products, including in any marketing materials relating thereto, whether supplied by the Licensee or by any other Person, unless such altered products have been specifically certified as Certified Products for this purpose. The Licensee shall use reasonable efforts to inform purchasers and licensees who may be misusing the Trademarks that they may be infringing the rights of the A4L Community.

8. Fees

The Licensee shall agree to maintain 'Premium' membership of the A4L Community to participate in the SIF Certification Program.

9. Termination

9.1 Termination By Either Party for Uncured Material Breach

Either party may terminate this Agreement without prejudice to its other remedies forthwith by notice, as required in this Agreement, in writing to the other if the other party commits any material breach of this Agreement; provided that, if the breach is capable of remedy within ninety (90) days, the termination notice shall only be given if the party in breach shall not have remedied the same within ninety (90) days of having been given notice in writing specifying the breach and requiring it to be remedied. For the avoidance of doubt, persistent breach by Licensee of the Trademark Usage Guide shall constitute a material breach of this Agreement.

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Other examples of material breaches shall include, but are not limited to: (i) Licensee's use of the Trademarks inconsistent with the license granted under this Agreement, or otherwise contrary to the provisions of this license; (ii) Licensee's challenge to the A4L Community's ownership of the Trademarks or the validity of the Trademarks; or (iii) failure of any of Licensee's products bearing the Trademarks, or marketed using the Trademarks, to meet the A4L Community's Standards of Quality of trademark policy.

9.2 Termination by the A4L Community

The A4L Community may immediately terminate this Agreement forthwith by notice in writing if at any time:

9.2.2 Membership Lapse

The Licensee does not maintain a "membership in good status" determination by failing to pay membership dues when due or has membership withdrawn for possible reasons outlined in the A4L Community By-Laws,

9.2.3 No Certified Products

The Licensee does not for a period of more than one year develop, market, produce, or provide support services in connection any Certified Product under this Agreement; and/or

9.2.4 Duration Expires

An event defined in Section 3 of this Agreement (Duration) as ending the duration of this Agreement occurs; and/or

9.2.5 Prohibited Assignment

Licensee makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, commences or is the subject of any proceeding under law relating to any bankruptcy, arrangement, insolvency, or readjustments of its debt, which proceeding is not dismissed within sixty (60) days after commencement; and/or

9.2.6 Legal Liability

The A4L Community determines in its sole discretion that the Licensee's use of the Licensed Trademarks may reasonably lead to legal liability on the part of the A4L Community, and the A4L Community provides the Licensee with notice of Termination.

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9.3 Termination by Licensee

The Licensee may terminate this Agreement at any time upon three months' written notice to the A4L Community.

9.4 Rights Upon Termination

Upon termination of this Agreement, the license and rights granted hereunder shall terminate completely and all rights shall revert to the A4L Community.

9.5 Use of Trademarks Upon Termination

Upon the expiration or termination of this Agreement for whatever reason the Licensee at its expense shall immediately cease to make any use of the Trademarks whatsoever, and shall forthwith cause the Trademarks to be removed from all Certified Products and from all sales literature and other materials and, where necessary to achieve this, shall use its reasonable efforts to recall Certified Products, sales literature, and materials from retailers and other Persons (other than the ultimate customer). The A4L Community may inspect any such Certified Products, sales literature, and materials to ensure adequate removal of the Trademarks before the Certified Products are released again. However, stocks of the Certified Products or related sales literature and other materials bearing the Trademarks existing at the date of expiration or termination of this Agreement, and which were produced in the ordinary course of the Licensee's business, may be disposed of by the Licensee subject to the provisions of this Agreement (including its Schedules) within 90 days thereafter if, at the time of disposal, such Certified Products comply with the Standards of Quality and can be disposed of in compliance with the terms of this Agreement, but not otherwise.

9.6 Survival of Rights and Obligations Upon Termination

All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter. Without limiting the generality of the foregoing, the obligations of the parties under Clauses 4, 10, 12 and 13 shall survive any termination of this Agreement.

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10. Indemnity

10.1 Licensee Obligations

The Licensee hereby agrees, at its expense, to defend, indemnify and hold the A4L Community and its respective officers, agents and employees harmless from any and all third party claims, demands, causes of action, judgments and liability (whether criminal or civil, in contract, tort, or otherwise) for losses, damages (including without limitation direct, indirect, and consequential damages and loss of profits, production, use, and contracts), settlements and costs (including attorney's fees, court costs and expert's fees) arising out of:

a. Licensee's or Licensee's Distributors production, design, manufacture, distribution, shipment, advertising, promotion, offering for sale and/or sale of the Certified Products or other products or services provided by Licensee or Licensee's Distributors and bearing the Trademarks; and/or

b. The use or misuse of the Trademarks by the Licensee or Licensee's Distributors; and/or

c. Any decision taken by the A4L Community or its officers, agents or employees in accordance with this Agreement refusing or withdrawing permission to the Licensee to use the Trademarks on or in relation to any Certified Product, and the disclosure of any such decision to any Person.

PROVIDED that:

a. This Indemnity shall not apply in respect of any act done by the Licensee on the express instructions of the A4L Community, and

b. The Licensee (together with any other Licensees under the Trademarks affected by such claims) shall have the conduct of such claims but shall consult fully with the A4L Community before taking any action or making any admission or settlement, which may adversely affect the A4L Community's position or interests.

10.2 Interpretation

Any provision of Sub-clause 10.1 above shall not apply in any circumstances or in respect of any liability or class of liability to the extent that it may not apply in accordance with applicable law. In the event of such a provision being held to be inapplicable or invalid, the parties will make such amendments to this Agreement by the addition or deletion of wording, or otherwise, as to remove the inapplicable or invalid part of the provision but otherwise retain the provision to the benefit of the A4L Community to the maximum extent permissible under applicable law.

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10.3 Damages

In no event shall the A4L Community be liable for any damages, including without limitation, loss of profits, arising from or related to Licensee's use of the Trademarks or the Termination of this Agreement, even if the A4L Community has notice of the possibility of such damages.

11. Assignment

Neither party shall assign, transfer, subcontract, sub-license, or in any other manner make over to any third party the benefit and/or burden of the whole or any part of this Agreement or purport to do any of the same without the prior written consent of the other not to be unreasonably refused where assignment is part of a merger, reconstruction, or transfer of business and the assignee accepts all the obligations of the Licensee or the A4L Community, as appropriate, under this Agreement.

12. Confidentiality

12.1 Confidential Information

The A4L Community shall, except where a provision of the Agreement provides otherwise, maintain in confidence all information disclosed to it under or in relation to this Agreement by the Licensee, which is in writing marked "confidential" or, if oral or visual, is identified as confidential at the time of disclosure and reduced to writing marked "confidential" and sent to the A4L Community within 30 days thereafter, and shall not use any such information except for the purposes of this Agreement. The A4L Community's obligations under this sub-clause shall be limited to taking such steps as it ordinarily takes to preserve the most important of its own confidential information.

12.2 Non-Confidential Information

The obligations of non-disclosure and non-use set out in Sub-clause 12.1 above shall not apply to any item of information which:

a. Is in the public domain at any time (but without prejudice to any Person's rights of action against another Person who wrongfully causes or permits such information to be in the public domain),

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b. Was rightfully in a Person's possession without obligation of confidence prior to its disclosure pursuant to this Agreement, or is subsequently independently developed by that Person by employees having no access to the information disclosed hereunder,

c. Is subsequently rightfully obtained without obligation of confidence by a Person from a source other than the Licensee as evidenced by written records or testimony,

b. Is required to be disclosed by order of any court of competent jurisdiction or to enable the Trademarks or any license there under to be validly registered or notified in any part of the Territory or otherwise to protect the validity of the Trademarks, PROVIDED that no right or interest under any license, patent, or otherwise shall be acquired by the recipient of any information by virtue of the application of this sub-clause.

12.3 Survival of Confidentiality Obligations

The obligations of non-disclosure, and the limitations on use, set out in Sub-clause 12.1 above, shall survive termination of this Agreement but subject to Sub-clause 12.2 above.

12.4 Limited Disclosure

The A4L Community may disclose the Licensee's confidential information to those of its employees who reasonably require access to such information. However, the A4L Community may not disclose the Licensee's confidential information to any employee of a member company in the A4L Community, unless another exception to the obligations under this sub-clause applies. For the avoidance of doubt, the A4L Community may disclose the Licensee's confidential information to employees of the Licensee.

13. Export Restrictions

The Licensee agrees with respect to its usage of the Trademarks and the Certified Products to comply with all applicable treaties, laws, and/or regulations, including but not limited to any applicable import or export laws. The Licensee will be responsible for conducting its activities under this Agreement in compliance with such laws.

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14. Entire Agreement

This Agreement including its Schedules and documents referred to therein, including, but not by way of limitation, the Certification Policy, constitute the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersede all prior oral or written agreements, understandings, or arrangements between them relating to such subject matter. For the avoidance of doubt, this Agreement supersedes any agreement between the A4L Community and the Licensee in respect of the SIF Certification Program but does not supersede any agreement in respect of other certification or compliance programs.

Neither party shall be entitled to rely on any agreement, understanding, arrangement or representation relating to the subject matter of this Agreement, which is not expressly contained in this Agreement and, subject to Clause 18, no change may be made to this Agreement except in writing signed by duly authorized representatives of both parties.

Nothing in this Agreement affects the application of any other Agreement between the A4L Community and the Licensee (including, without limitation, any membership agreement).

15. Waiver of Rights under this Agreement

No failure or delay on the part of either of the parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.

16. Notices

Any notice or other document to be given under this Agreement shall be in writing in the English language and, except in circumstances where this Agreement specifically provides for notices by electronic mail, shall be deemed to have been duly given if sent by hand or by recorded delivery or registered post, or by facsimile (subsequently confirmed by post) to a party at the address for that party set out above unless a different address has been notified to the other in writing for this purpose. Notices shall be deemed to have been received by the

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addressee within 72 hours of posting as above or within 24 hours if sent by hand or facsimile to the addressee's correct address.

17. Schedules

17.1 Amendment of Schedules

Subject to any express limitations set out therein, the Schedules to this Agreement may be amended by the A4L Community from time to time, consistent with the processes established by the A4L Community:

- Schedule 1 (Trademarks) will be amended from time to time to reflect the addition and/or removal of a trademark.
- Schedule 2 (Territory). Countries will be added on application for and completion of the registration of the Trademarks in such additional countries. Deletions of countries may be made for legal or reasonable commercial reasons and the Licensee will be notified of each such deletion accordingly.
- Schedule 3 (Trademark Usage Guide) will be held as stable as possible in order to protect the Licensees' investment.

Unless otherwise agreed, amendments shall take effect three months after they are communicated in writing to the Licensee.

17.2 Consequences of Amendment of the Trademark Usage Guide

If the A4L Community amends the Trademark Usage Guide the Licensee is not required to alter and may continue to use any Certified Product, container, label, written material, advertising material, promotional material, or other item already produced in the normal course of business for sale or distribution prior to the effective date of Licensee’s notice of such amendment.

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18. Governing Law and Jurisdiction

The validity, construction, and performance of this Agreement shall be governed by the law of the District of Columbia and shall be subject to the non-exclusive jurisdiction of the District of Columbia.

19. Compliance with Local Requirements

If in any jurisdiction the effect of any provision of this Agreement or the absence from this Agreement of any provision would be to prejudice the Trademarks or any remedy under the Trademarks, the parties will make such amendments to this Agreement and execute such further agreements and documents limited to that part of the Territory which falls under such jurisdiction as may be necessary to remove such prejudicial effects.

20. No Joint Venture

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all times be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever.

21. Severability

If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, all remaining provisions of this Agreement shall remain in full force and effect.

Please email your signed copy of this document to TestResults@sifassociation.org. The A4L Community will countersign and return a copy to Licensee at the address listed on page 16. To expedite the signature process, please ensure you have completed the introductory section on page 2, and entered all Licensee details on page 16 before returning.

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Signature Page

ACCEPTED AND AGREED TO:

Access 4 Learning Community By: _____

Title: _____

Signature: _____

Date: _____

ADDRESS: PO Box 249, Malden MA 02148

Licensee: By: _____

Title: _____

Signature: _____

Date: _____

Email Address: _____

ADDRESS:

Please send a copy via email to: TestResults@sifassociation.org

SCHEDULE 1: THE TRADEMARKS

The logo shown below:

SIF Certification Logo without 'Product Standard' label

SIF Certification Logo with ' Product Standard ' label. The variant of the logo with the 'Product Standard' label is the only one that can be used on or in relation to a product.

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SCHEDULE 2: LICENSE FEES

The payments described below are payable and are subject to revision by the A4L Community from time to time. They are quoted net of all other applicable taxes and duties which where appropriate will be payable to the A4L Community (or to the relevant tax authorities as applicable) by the Licensee in addition.

1. Amounts Payable

The Licensee shall agree to maintain 'Premium' membership of the A4L Community to participate in the SIF Certification Program.

2. Time of Payment

The membership fee is payable by the Licensee annually.

3. Revisions of Fees

The A4L Community reserves the right to alter its fees in accordance with Sub-clause 18.1 of the Agreement.

4. Payment

4.1 Amounts payable shall be paid in full without deduction of income or other taxes, charges, and duties that may be imposed except insofar as the Licensee is required to deduct the same to comply with applicable laws. The A4L Community and the Licensee shall cooperate and take all steps necessary:

i. Lawfully to avoid the making of such deduction, and

ii. To take advantage of such double taxation agreements as may be available.

In the event that the Licensee is required to make any such deduction it shall provide the A4L Community with a certificate or other documentary evidence to enable the A4L Community to obtain appropriate relief from double taxation of such payment.

4.2 Payments are payable in US or local currency by check or by wire transfer to the bank account notified by the A4L Community from time to time, bank or other charges to be borne by the Licensee. Payment shall be made within 30 days of the due date. The A4L Community may charge the Licensee interest on any payment not made within 30 days of the due date on a daily basis until the date of receipt of such payment by the A4L Community at a rate of twelve percent per annum.

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4.3 If at any time during the continuation of this Agreement the Licensee is prohibited from making any of the payments required hereunder by a governmental authority in any country then the Licensee shall within the prescribed period for making the said payments in the appropriate manner use its best endeavors to secure from the proper authority in the relevant country permission to make the said payments and will make them within seven days of receiving such permission. In the event that such permission is not received within 30 days of the Licensee making such a request for permission then, at the option of the A4L Community the Licensee shall deposit the payments due in the currency of the relevant country either in a bank account designated by the A4L Community within such country, or such payment shall be made to an associated company of the A4L Community designated by the A4L Community and having offices in the relevant country.

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SCHEDULE 3: THE TERRITORY

1. Restricted Countries

These countries are excluded from the licenses granted under this Agreement unless the special registration fees set out in Schedule 2 have been paid.

[Intentionally Left Blank]

2. Excluded Countries

None.

3. Registrations and Applications

Country	Mark	Class	Status	Registration No.
Australia	SIF Certified	9	Registered	1090272
EU Community Trademark	SIF Certified	9	Registered	5200799
USA	SIF Certified	9	Registered	3490871

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SCHEDULE 4: TRADEMARK USAGE GUIDE

1. Using Trademarks

1.1. Introduction

Trademarks are amongst the most valuable assets of any organization. Trademarks are important because they:

- Identify and distinguish a product or service
- Serve as an assurance of consistency of the quality of a product
- Assist in advertising and promoting a service or product

Unlike rights derived from patents and copyrights, which provide protection for only a limited number of years, Trademark rights can last forever. Trademark rights can also be lost forever. The exclusive right granted in a Trademark is usually lost as a result of careless or improper use, usually by allowing the mark to be used as generic or descriptive words for products. All of the following were once valuable Trademarks in the U.S.A.: aspirin, escalator, cellophane, zipper, shredded wheat, corn flakes, and kerosene. All became common or generic words because their owners did not use them carefully and correctly and did not prevent the improper use of them by others.

This Guide describes the rules for the use of the SIF Certification Logo set out in Schedule 1. It is designed to be a practical guide to practitioners.

1.2. Legal Status

This Guide forms Schedule 4 of the A4L Community Trademark License Agreement. It forms an integral part of the Agreement and should be read in conjunction with it.

The Agreement defines the conditions and technical criteria that must be fulfilled before the Licensee may make use of the Trademarks. This Guide defines the permitted visual presentation, form, and manner in which the Trademarks can be used by a Licensee who complies with those conditions and technical criteria. Failure to comply with the mandatory provisions of the Guide constitutes a breach of the Agreement, but the Licensee shall use its most reasonable efforts to comply with all the provisions herein.

The only circumstances in which the Trademarks may be used are:

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- Use as a Certification Logo on or in relation to Certified Products.

Of itself, this Guide does not grant permission to use any Trademark.

1.3. Use of Trademarks by Third Parties

There are circumstances where, for example, in referring to a Trademark in editorial or articles, the use of a Trademark is either desirable or unavoidable. Such use of Trademarks is permitted, without the requirement for the user to be licensed, provided that the rules in this Guide are followed.

There are instances where a third party may wish to promote the sale of its products in relation to a Trademark or to promote a Certified Product, or the SIF Agent with which it was certified, that the third party distributes. Such uses are permitted under the same principles as are required of licensed users, provided the third party maintains the distinctiveness of the Trademark and that there is no likelihood of confusion between a Certified Product or the SIF Agent with which it was certified and non-Certified Products or compromise of any Trademark.

2. Trademark Rules for Proper Usage

2.1. Use in Text and Descriptive Materials

Licensees are encouraged to use one of the following examples to refer to Certified Products in textual materials.

- “My product is certified under the SIF Certification Program.”
- "My product, certified by the SIF Certification Association"
- "My product is a product certified by the Access 4 Learning (A4L) Community”
- "My product, a SIF Certified product, _____"
- "My product is SIF Certified."

A Trademark whenever and wherever it appears in print must be distinguished from the surrounding text. This applies to all forms of printed media, including advertising copy, product packaging, brochures, manuals, internal memoranda, editorial, articles, correspondence, overhead projector slides, and presentation materials, and to computer video screens.

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The graphical design of the Trademark (the "Certification Logo") must be strictly adhered to. The Trademark must always be used with white space (see Sub-clause 4.3) around it and must never be superimposed on or used in association with other graphics or Trademarks.

You should always mark the first or most significant occurrence of the Trademark as appropriate and must place the required attribution as a footnote. The attribution should use the ® symbol for a registered Trademark and the ™ symbol for an unregistered Trademark. It is acceptable to use an asterisk in place of the Trademark symbol where the medium used (for example, electronic mail) cannot reproduce the ® or ™ symbols. However, this is not intended to authorize use of the asterisk as the norm.

You may translate the Trademark attribution to national language(s).

The Trademark attribution is important as it reminds competitors, licensees, customers, and others that the A4L Community claims exclusive rights in the marks. Blanket or generic attributions are not acceptable, such as:

- *"All Trademarks are the property of their respective owners."*

The correct attributions are:

- *"The 'SIF Certified' Logo is a trademark of the Access 4 Learning (A4L) Community."*

The following additional attribution (see below) is required when reference is made to a Certified Product or a Trademark is used on and in relation to Certified Products.

- *"The <product identifier> is a Certified Product and meets the conformance requirements for a <product standard name>."*

This Attribution is required so that the reader may always easily identify the conformance requirements to which a Certified Product is warranted to comply. The first occurrence of the product name linked with a Trademark should be asterisked and the attribution above used after the Trademark attribution.

3. Graphical Representation of the Trademarks

3.1. The Certification Logo

Example

3.2. Transition from a Previous Certification Logo

Where a Licensee is already using a previous version of the Certification Logo in respect of any Certified Product, the Licensee may continue such use in the short term. However, the Licensee should transition to use of the Certification Logo set out in Paragraph 3.1 above (in lieu of the previous Certification Logo) as soon as possible.

3.3. Use of the Certification Logo in Advertisements

All use of the Certification Logo in advertisements, display boards, promotional material, and product catalogs must be in relation to Certified Products. If an advertisement, document, or other material refers both to Certified Products and to non-Certified Products, the Certification Logo must not be used in such a way as to suggest that all the products being advertised are Certified Products.

3.4. Use of the Certification Logo on Software Products

The Licensee is permitted (and encouraged) to use the Certification Logo with Certified Product:

- On the packaging of the software and its media
- In manuals for the software
- On the log-in screen of a device with a graphics screen, provided that if the system can display color on a graphics screen they must be rendered accurately in color.

In the case of an alphanumeric screen, the Licensee is permitted to use the alternative forms of display on the log-in screen as follows: “The <product

identifier> is a Certified Product and meets the conformance requirements for a <product standard name>".

The Licensee may use a translation of this statement where to do so would be compatible with the language used for the Certified Product.

3.5. Use of the Certification Logo on Hardware

The Licensee is permitted to use the Certification Logo displayed on the processor (or other visible part of the system) of a device when loaded with and executing a Certified Product. The Trademark may be permanently fixed to hardware when a Certified Product is embedded in a medium that cannot be removed from the hardware, such as in the case of a device in which the Certified Product is embedded in ROM that is part of the device's memory system.

4. Other Conditions for Use of Trademarks

4.1. Combination of Trademarks in Product Names

The Trademark may be used in conjunction with a product name only with the prior written permission of the A4L Community. Such permission may be withheld in the sole discretion of the A4L Community. Comprehensive examples of proposed usage and any graphic representation must be submitted with the request to the A4L Community.

4.2. Colors for Trademarks

The color references refer to the International Pantone Matching System (PMS) for printing purposes. Whenever the colors are used in the Trademarks, they must be accurately matched to the standard. Colors must never be applied to the Trademarks as a screen or a tint. Color reproduction is preferred and should be applied where practicable. The specified PMS color must be used in logo reproductions as far as the printing or rendering process allows.

When working in color, the logo must use the blue and gold chevron with blue and grey lettering on white background, or blue and gold chevron on a white background with white lettering if the background upon which the logo rests is not white. If the logo is to be printed on a background, whether it is a solid color or a photo, it is important that there is adequate contrast. In order to achieve this contrast, the chevron may have a white outline and typographic element may appear in blue or white. The logo should not appear in a white box.

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The standard color for the Certification Logo is:

PROCESS COLORS: Blue (PMS 287) and Gold (PMS 123) chevron with Grey (PMS 424) lettering on White background

CMYK: Blue (C100 M60 Y0 K20) and Gold (C0 M24 Y94 K0) chevron with Grey (C2 M2 Y0 K70) lettering on White background

RGB / WEB: Blue (R0 G86 B150 -Hex #005696) and Yellow (R255 G196 B37 – Hex #FFC425) chevron with Grey (R77 G77 B79 – Hex #4D4D4F) lettering on White (R255 G255 B255 – Hex #FFFFFF) background

4.3. Publishing on the Internet

When published on the Internet, the Certification Logo must be either:

a) protected from being downloaded through the use of scripting or coding, or

b) protected from being downloaded by dividing the mark into sections that can only be individually downloaded and cannot be pieced together in a practicable manner.

When using the manner described in b above, the mark must be divided into a minimum of four (4) sections of either varying width or height. However, when published on the Internet by licensee, these sections must fit together to form a seamless image to the viewer.

4.4. General Conditions

The Certification Logo can be enlarged or reduced to any size you require, but the relative size and position of the elements must remain the same. The Certification Logo must not be reproduced smaller than 1" wide (height proportional).

Example

The Trademarks reproduced from the Artwork Reference Sheet (Paragraph 5) should stand alone and must always be surrounded by a generous amount of space. They must not be enclosed within a contrived shape or used as part of another symbol or name (except as prescribed in Paragraph 4.1 above). The diagram below defines the minimum amount of clear space to be left around the Certification Logos. A margin on all four sides of the logotype equal to dimension A on the diagram must remain clear without interference from other written or graphic material.

4.5. Mark and spot Certification Logo

Placement: Surrounding text and elements must clear the mark and spot logo by at least 8pts (0.167")

Placement: Surrounding text and elements must clear the mark and spot logo by at least 8pts (0.167")

The logo must not be juxtaposed to or with other symbols or text in such a way as to show a connection with them. For purposes of protecting the Trademarks and their registration, the A4L Community would like to receive from the Licensee a copy of the final published form of materials on which the Trademarks are used. To change a logo beyond the provided dimensions, or for additional information, contact the A4L Community by phone or email at staff @A4L.org.

5. Artwork Reference Sheet

The following page contains artwork for the SIF Certification Logos. You may obtain the logos electronically in various graphic formats. Refer to Paragraph 4.2 for further explanation of use.

Note: The use of the SIF Certification Logo is strictly controlled, and it may only be used on and in connection with products registered under the terms and conditions of the A4L Community Trademark License Agreement.