

Kenton County School District | It's about ALL kids.

# Issue Paper

**DATE:**

05/10/2026

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve a sales contract with CompTia Inc., for Simon Kenton High School to purchase one site license of the TestOut Office Pro program for the 26-27 school year.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

The TestOut Office Pro product is a simulation of the Microsoft Office products such as Microsoft Word, Access, PowerPoint, Excel and Outlook. This product allows students to learn how to utilize the Microsoft Office products not only on school desktop computers, but also allows students to utilize the Chromebooks that the Kenton County School District is in the process of providing to all students. With this product, we have seen about a 20% increase scores for students taking the Microsoft Office Specialist Tests which are an industry certification that helps Simon Kenton High School increase our number of students who are career and college ready.

**FISCAL/BUDGETARY IMPACT:**

\$2200 – LAVEC(0902154-0653-106L)

**RECOMMENDATION:**


Approval to a sales contract with CompTia Inc., for Simon Kenton High School to purchase one site license of the TestOut Office Pro program for the 26-27 school year.

**CONTACT PERSON:**

Jeffrey Bonlander, Craig Reinhart

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.  
Principal – complete, print, sign and send to your Director. Director – if approved, sign and put in the Superintendent's mailbox.

Simon Kenton High School  
 11132 Madison Pike  
 Independence, KY  
 41051

ATTN: Jeffrey Bonlander  
 Business Teacher  
 jeffrey.bonlander@kenton.kyschools.us  
 5136026721

Quote Number: QUO-26887-X7S8D5  
 Quote Date: 1/29/2026  
 Customer ID: P1342034

Quote Valid till September 1st

Qty	Description	Product ID	Each	Total
100.00000	Office Library Site License - 100+ Annual Seats	COMP810182700953	\$22.00	\$2,200.00

Quote Comments:

Estimated Total:	\$2,200.00
Currency:	US Dollar

Applicable sales tax and a \$10 shipping charge per book will be added to the invoice upon ordering.

**Remittance by Check**

Payable To: CompTIA, Inc.  
 Mail To: CompTIA, Inc.  
 PO Box 735858  
 Chicago, IL 60673-5858  
 USA

Federal Tax ID: 33-1621458

**Credit Card Payments**

Pay Online: <https://partners.comptia.org/enter-my-credit-card>

**Pay by Wire**

Bank: J.P. Morgan  
 10 South Dearborn  
 Chicago, IL 60603

Account Name: CompTIA, Inc.  
 Account Number: 880311886  
 SWIFT Code for Intl Wire: CHASUS33  
 Bank Routing/Transit Number: 021000021  
 ACH Routing Number: 071000013

**Questions? Quote Contact Details:**

CompTIA Rep Name: Cameron Hall      AE Phone: 385-209-4638      AE Email: [chall@comptia.org](mailto:chall@comptia.org)

On Demand bundles are not eligible for a refund, in part or whole. Payments are not deductible as a charitable contribution but may be deductible as an ordinary and necessary business expense. Please consult your tax professional.

**Confidential & Proprietary - Intended for your Organization Only**

THANK YOU FOR YOUR SUPPORT

3500 Lacey Road      Suite 150      Downers Grove, IL 60515-5439      Phone: 630.678.8300



Kenton County School District | *It's about ALL kids*

**THE KENTON COUNTY BOARD OF EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

*Dr. Henry Webb, Superintendent of Schools*

**VENDOR ASSURANCES REGARDING PROTECTION OF  
PERSONAL AND CONFIDENTIAL INFORMATION**

**Data Security and Breach Protocols**

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

### **Student Data Security**

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

### **Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act**

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

## CompTIA, Inc.

Vendor Name

3500 Lacey Rd. Suite 100, Downers Grove, IL 60515

Vendor Address

630-678-8300

Vendor Telephone

salessupport@comptia.org

Vendor Email Address

DocuSigned by:

*Jean Liu*

Signature by Vendor's Authorized Representative

Jean Liu

Print Name

May 21, 2025

Date

**Addendum to  
the CompTIA Learning Products License Agreement between  
the Kenton County Board of Education and CompTIA Inc.**

**WHEREAS**, the Kenton County Board of Education ("KCBOE"), and CompTIA Inc.. ("CompTIA") are parties to a Service Agreement composed of CompTIA's Learning Products License Agreement, accessible at <https://www.comptia.org/legal>. The KCBOE and CompTIA may be individually referred to as the "Party" or collectively referred to as the "Parties."

**WHEREAS**, the Parties agree to modify the terms contained in the Terms of Service, pursuant to the terms and conditions of this Addendum.

**WHEREAS**, all additions made herein shall be valid as if part of the CompTIA's Learning Products License Agreement.

**NOW, THEREFORE**, the amendment is as follows:

13(g) Governing Law; Submission to Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Illinois, without reference to any conflicts of laws principles that would cause the application of the laws of any other jurisdiction. This Agreement will be governed by the laws of the Commonwealth of Kentucky, without regard to or application of conflicts of law rules or principles.

**Kenton County Board of Education:**

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**CompTIA Inc.:**

Signed: DocuSigned by:  
*Jean Liu*  
B78F180E1AA5400... DS  
*JL*

Name: Jean Liu

Title: SVP, General Counsel

Date: May 21, 2025

**Addendum to  
the CompTIA Terms of Use between  
the Kenton County Board of Education and CompTIA Inc.**

**WHEREAS**, the Kenton County Board of Education ("KCBOE"), and CompTIA Inc.. ("CompTIA") are parties to a Service Agreement composed of CompTIA's Terms of Use, accessible at <https://www.comptia.org/legal>. The KCBOE and CompTIA may be individually referred to as the "Party" or collectively referred to as the "Parties."

**WHEREAS**, the Parties agree to modify the terms contained in the Terms of Service, pursuant to the terms and conditions of this Addendum.

**WHEREAS**, all additions made herein shall be valid as if part of the CompTIA's Terms of Use.

**NOW, THEREFORE**, the amendment is as follows:


9(D). **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Illinois~~ *Kentucky*, U.S.A., without giving effect to any principles of conflicts of law. EXCLUDING DISPUTES ADDRESSED THROUGH ARBITRATION AS PROVIDED IN SECTION 8, YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT STATE AND FEDERAL COURTS WITH JURISDICTION IN ~~DUPAGE COUNTY, ILLINOIS~~ *KENTON COUNTY, KENTUCKY* IN RELATION TO ANY CLAIM, DISPUTE, OR DIFFERENCE ARISING FROM THIS AGREEMENT, AND YOU AGREE TO WAIVE ANY RIGHT OF REMOVAL OR TRANSFER WHETHER DUE TO FORUM NON CONVENIENS OR OTHER REASON. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Transaction Act (UCITA) are expressly excluded from this Agreement.

**Kenton County Board of Education:**

**CompTIA Inc.:**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

DocuSigned by:  
*Jean Liu*  
B78F180E1AA5400... 

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

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

Jean Liu

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SVP, General Counsel

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

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

May 21, 2025

# Privacy Notice

CompTIA (“we”, “us”, or “our”) recognizes that privacy, security, and data protection are paramount to our customers and employees. This Privacy Notice (sometimes known as a Privacy Policy or Privacy Statement under varying data protection regimes) informs you of how we collect, use, and share personal information. This Privacy Notice also describes your choices about the collection and use of your information. You can jump to particular topics by going to the headings below:

1. **How We Collect Information.**
2. **Types Of Information We Collect.**
3. **Online User Activity.**
4. **Use And Processing Of Information.**
5. **Sharing Of Information.**
6. **Your Privacy Choices.**
7. **Jurisdiction-Specific Privacy Notices and Rights.**
8. **How We Retain and Protect Personal Information.**
9. **Links to Other Online Sites and Services.**
10. **Children’s Privacy.**
11. **Updates to our Privacy Policy.**
12. **Contact Information.**

Please read this Privacy Notice carefully before you start to use our Services, as defined in the Agreement. By using the Services, you agree to be bound and abide by our posted Terms of Use (the “Agreement”) and this Privacy Notice. If you do not agree to the Agreement and this Privacy Notice, or if you violate them in any way,

your right to access or use the Services is terminated. PLEASE REVIEW THE “DISPUTES; ARBITRATION” SECTION IN OUR AGREEMENT, WHICH GOVERNS THE RESOLUTION OF DISPUTES BETWEEN YOU AND COMPTIA, INCLUDING AN ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS.

## 1. How We Collect Information.

We may collect information about you by various means, including: (i) directly from you, both online (e.g., website, email) and offline (e.g., phone, events); (ii) through your use of our Services; (iii) from affiliates, third party sources and social media platforms that you may use to engage with us; (iv) from your employer, educational institution or a similar organization that may introduce you to, or provide you with, our Services; and (v) by combining information from these different sources.

## 2. Types Of Information We Collect.

The following chart lists the types of information that we may collect from you and how we use that information.

Context	Types of Data
Account Registration, Membership Application, User Profile, and/or Student ID Number	We collect your name, contact information, username and password, profile preferences and professional information such as your company or industry upon account creation. We also collect information relating to the actions that you perform while logged into your account.
Creation of Single Sign On (SSO) Account	We collect your name and contact information as needed and as relevant to enable the automatic creation of an SSO account during completion of the check-out process so that you are able to access purchased products.

Context	Types of Data
Transactional Information	<p>We collect transactional information through your purchases or other use of our Services (including through our e-commerce store), such as purchase history, geo-location information, technical support and/or sales requests.</p> <p>We collect, use and disclose payment information (e.g., credit card or banking information) only as necessary to process transactions.</p>
Certification and Learning	<p>We collect attendance records and learning information, as well as the information you enter on exams (which may include video of you and your surroundings if you select the online testing option), customer service interactions, and any certification verification requests that you have made. For more information, please see the <a href="#">Candidate Agreement</a>.</p>
Online User Activity through first party tracking	<p>We use cookies. "Cookies" are small pieces of information that a website sends to a computer's hard drive while a web site is viewed.</p>
Online User Activity through third-party tracking	<p>We participate in behavior-based advertising, which means that a third party uses technology (e.g., a cookie) to collect information about your use of our websites so that it can provide advertising about products and services tailored to your interests on our websites or on other websites.</p>
Demographic Information	<p>We sometimes collect demographic information.</p>
Email and other communications	<p>We may collect communications between you and us, such as via email, mail, phone, text, chat transcripts, or other channels.</p>

Context	Types of Data
	<p>If you receive email from us, we use certain tools to capture data related to when you open our message, click on any links or banners it contains, and make purchases.</p>
Feedback/Support	<p>If you provide us feedback or contact us for support, we will collect your name and e-mail address, as well as any other content that you send, so that we can reply.</p>
Mailing List	<p>When you register for one of our email lists, we collect your email address and/or postal address.</p>
Mobile Devices	<p>We collect information from your mobile device such as unique identifying information broadcast from your device and location when visiting our websites or using our application.</p>
Partner Promotion	<p>We collect information that you provide as part of a co-branded promotion with another company. We may also have service providers collect information on our or our partners' behalf.</p>
Surveys and Member Portals	<p>When you participate in a survey or contribute within member portals, we collect information that you provide through the survey or portal post. If the survey or portal is provided by a third-party service provider, the third party's privacy policy applies to the collection, use, and disclosure of your information.</p>

Context	Types of Data
Online User Activity through website interactions	We use technology to monitor how you interact with our website. This may include which links you click on, or information that you type into our online forms. This may also include information about your device or browser.
Online User Activity through web logs	We collect information, including your browser type, operating system, Internet Protocol (IP) address (a number that is automatically assigned to a computer when the Internet is used), domain name, click-activity, referring website, and/or a date/time stamp for visitors.
Offline interactions	We may collect information from you during offline interactions, such as at conferences, educational institutions and at other events.

If you provide us with information regarding another individual (such as an employee, student, child, colleague, or family member), you represent that you have that person's consent to give us their information and to permit us to use the information in accordance with this Privacy Notice.

### 3. Online User Activity.

Cookies are a commonly used web technology that allow websites to store and retrieve certain information on a user's system, and track users' online activities. We, together with vendors we use, may collect information about your use of our Services by such automated means, including but not limited to cookies, pixels, SDKs and other similar technologies.

Cookies and similar technologies can help us automatically identify you when you return to our Services. Cookies help us review website traffic patterns, improve the Services, and determine which Services are popular. We can also use such

information to deliver customized content and advertising to users of the Services whose behavior indicates that they are interested in a particular subject area.

When you use the Services, the information we may collect by automated means includes, for example:

- Usage Details about your interaction with our Services (such as the date, time, and length of visits, and specific pages or content accessed during the visits, search terms, frequency of the visits, referring website addresses);
- Device Information including the IP address and other details of a device that you use to connect with our Services (such as device type and unique device identifier, operating system, browser type, mobile network information, and the device's telephone number); and
- Location information where you choose to provide the Services with access to information about your device's location.

We may also ask advertisers or other partners to serve ads or services to you, which may use cookies or similar technologies placed by us or the third party. If a user does not want information collected through the use of cookies, most browsers allow the visitor to reject cookies, but if you choose to decline cookies, you may not be able to fully experience the interactive features our Services provide. We may share non-personal information obtained via cookies with our advertisers and affiliates. Because there is not yet a consensus on how companies should respond to web browser-based do-not-track ("DNT") mechanisms, we do not respond to web browser-based DNT signals at this time.

If we implement third party targeted advertising cookies or other tools that require an opt-out right under applicable privacy laws, we will provide an opt-out option, and endeavor to process "Global Privacy Control" (GPC) signals from web browsers by automatically opting-out such visitors from such third party tools, although GPC technology is not fully developed and it is not yet supported by all browsers. Where required by law, we may provide a cookie banner and opt-in consent functionality for certain cookies and other tools.

#### 4. Use And Processing Of Information.

In addition to the purposes and uses described above, we use information in the following ways:

- To provide our Services to you, including to identify you when you visit our Services, manage any transactions and refunds/returns, provide important notices, respond to your requests, questions and comments, and provide customer support.
- To fulfill any obligation arising from a contract entered into between you and us.
- To track your progress through our training and certification programs.
- To provide and verify your training and certifications when requested by you or a third party in accordance with our [Candidate Agreement](#).
- To operate, evaluate and improve our Services and product offerings (including developing new Services), and diagnose or fix technology and other problems.
- To monitor the performance of our Services, including metrics such as total number of visitors, traffic, and demographic patterns, and to conduct other such analytics.
- To respond to inquiries related to support, sales, or other requests.
- To send marketing and promotional materials, including information relating to our products, Services, sales, or promotions.
- For internal administrative purposes, as well as to manage our relationships.
- To comply with and enforce applicable legal requirements, industry standards, our policies and our contractual rights, as needed for security purposes, and to investigate and respond to possible fraud or safety issues.

**As a Data Processor:**

To provide Services to you on behalf of your school or employer. Your school or employer is the Data Controller in this instance, and we act as the Data Processor in using the information provided by your school/employer (including but not limited to first name, last name, email address, and/or student ID) to provide Services.

Although the sections above describe our primary purposes in collecting your information, in many situations we have more than one purpose. If you register for membership, for example, we may collect your information to perform our contract with you. We also collect your information because we have a legitimate interest in maintaining your information after your membership concludes so that we can quickly and easily respond to any questions about your history with the organization.

As a result, our collection and processing of your information is based in different contexts, upon your consent, our need to perform a contract, our obligations under law, and/or our legitimate interest in maintaining our programs.

We may also use or share information in an anonymized or aggregate manner for many purposes without restriction, such as for research, analysis, modeling, marketing, and improvement of our Services.

## 5. Sharing Of Information.

In addition to the specific situations discussed elsewhere in this policy, we disclose information in the following situations:

1. **Affiliates and Acquisitions.** We may share information with our corporate affiliates (e.g., parent company, sister companies, subsidiaries, joint ventures, or other companies under common control). If another company acquires, or plans to acquire, our company, business, or our assets, we will also share information with that company, including at the negotiation stage.
2. **Online User Activity.** As discussed above, certain Online User Activity may be shared through third party targeted advertising cookies or other tools, but subject to opt-out or opt-in functionality that we provide.
3. **Other Disclosures with Your Consent or Direction.** We may ask if you would like us to share your information with other unaffiliated third parties who are not described elsewhere in this policy. We may share your information when you direct us do so, such as to a current or prospective employer, a third party organization, or other unaffiliated third party.
4. **Other Disclosures without Your Consent.** We may disclose information in response to subpoenas, warrants, or court orders, or in connection with any legal process, or to comply with relevant laws. We may also share your information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies, or to comply with your request for the shipment of products to or the provision of services by a third-party intermediary.
5. **Public.** Some of our websites may provide the opportunity to post comments, or reviews, in a public forum. If you decide to submit information on these pages, that information may be publicly available. You are solely responsible for information you choose to make public. Any information you post publicly will no longer be considered private information.
6. **Partner Promotion.** We may offer contests, sweepstakes, or other promotions with third party partners (collectively, "contest" or "contests"). If you decide to enter a contest that is sponsored or administered by a third

party partner, the information you provide in connection with that contest will be shared with us and with them. Their use of your information is not governed by this Privacy Policy.

7. **Service Providers.** We may share your information with our service providers. Among other things, service providers may help us to administer our Services (including IT services, maintenance and hosting), conduct advertising, conduct surveys, provide technical support, process payments, assist in fulfilling orders, and in delivering content, examinations and other materials.
8. **Workforce Partnerships or Exam Sponsors.** We may share your information, such as attendance data, course completion, certification results or other performance related information with any governmental entity, including without limitation any federal, state, local, or municipal governmental entity or private entities which may include, without limitation, any for-profit or non-profit entity, with which CompTIA or any of its affiliates may have a contractual relationship relating to pre-apprenticeship programs, apprenticeship programs, workforce training, skills development, job placement, and any other professional development ("Workforce Related Programming"). Among other things, workforce partners or exam sponsors may require your information to determine interest, eligibility, and/or success of Workforce Related Programming, or to otherwise assist with providing Workforce Related Programming. Please refer to the [CompTIA Candidate Agreement](#) for more information.

Where appropriate, we will limit sharing of your information in accordance with the choices you have provided to us and consistent with applicable law.

## 6. Your Privacy Choices.

You have the following choices regarding your personal information. You may also be entitled to certain privacy rights based on your jurisdiction, as provided in the next section.

1. **Access To Your Personal Information.** You may request access to your personal information by logging into your account (if you have one) or by contacting us at the address provided below. We will respond within 45 days of your request, or, if reasonably necessary, we may inform you that an additional 45 days is required, in which case we will give you access to your personal data within 90 days from your initial request.
2. **Changes To Your Personal Information.** We rely on you to update and correct your personal information. Most of our Services allow you to modify or delete your account profile. Note that we may keep historical information in our backup files as permitted by law. If our Services do not permit you to

update or correct certain information, contact us at the address provided below.

3. **Deletion Of Your Personal Information.** Typically, we retain personal information for the period necessary to fulfill the purposes outlined in this policy, unless a longer retention period is required or permitted by law. You may ask us to stop using all or some of your personal information, to limit our use of it, or to erase or delete all or some of it under certain circumstances. If you hold a CompTIA certification or if you engaged with our Services through an account established by your school or employer, we may be unable to comply with your request. We may take steps to verify your identity before acting on your request. You may submit a request under this subsection by contacting us at the address provided below.
4. **Promotional Emails and/or SMS/Text.** You may provide us with your email address and/or phone number for the purpose of allowing us to send free newsletters, surveys, offers, and other promotional materials to you, as well as targeted offers from third parties. You can unsubscribe from promotional emails by following the instructions in e-mails that you receive. If you decide not to receive promotional emails, we may still send you service-related communications. You may also be able to opt-out of such emails from your account profile. If you would like to unsubscribe from SMS messages, email [privacy@comptia.org](mailto:privacy@comptia.org).
5. **Cookies and similar tools:** Web browsers may offer users the ability to disable receiving certain types of cookies; however, if cookies are disabled, some features or functionality of our Services may not function correctly. We also provide certain opt-out and/or opt-in functionality as described above.
6. **Device settings.** Your device may enable you to disable certain permissions or functionality in our Services (e.g., location); however, when necessary permissions or functionality are disabled, some features or functionality of our website may not function correctly. You can also disable pop-up notifications in device settings.

## 7. Jurisdiction-Specific Privacy Notices and Rights.

### a. State-Specific Notices and Rights.

In addition to the disclosures provided in this Privacy Notice, if you are a resident of California, Colorado, Connecticut, Utah, Virginia or any other state with a comprehensive state privacy law in effect, you can exercise certain additional rights regarding your personal information to the extent provided by relevant state law. In particular:

- You may request a copy of the following: (1) the categories of personal information we collected about you; (2) the categories of

sources from which the personal information is collected; (3) the business or commercial purpose for collecting or selling (if applicable) the personal information; (4) the categories of third parties with whom we shared personal information, and the categories of personal information shared; and (5) the specific pieces of your personal information that we have collected, used, disclosed, or sold.

- You may request that we (and our service providers) correct your personal information if it is inaccurate or delete your personal information. Note that deletion requests are subject to certain limitations. For example, we may retain personal information as permitted by law, such as for tax or other record keeping purposes, to maintain an active account, to process transactions and facilitate customer requests, and for certain other internal business purposes described here.

If you have an account with us, you may access certain personal information (such as profile and transaction information) directly through your account after logging in to the Services, and may update and correct certain profile information as well. Otherwise, to request a copy of personal information we have collected about you, to request a correction of your information, or to request that your information be deleted, visit our [Data Subject Request Form](#) or contact us as directed below. You may authorize another person (your "agent") to submit a request on your behalf the same way. After you (or your agent) submit a request, we will check our records for matching information and contact you (typically via email at the email address provided during submission of your request) with instructions on how to verify the request before we fulfill it. We will aim to complete your requests as soon as reasonably practicable and consistent with any applicable laws. Note that you can close an account or opt out of email or marketing lists as provided above.

You may also have the right at any time to opt out of (i) selling or sharing of your personal information to third parties, and (ii) targeted advertising through third parties. We may provide certain personal information to advertising businesses and other third parties, such as to provide targeted advertising, customer analytics, a more personalized experience and special offers to you. Specifically, identifying information, Online User Activity (as described above) and/or transaction information may be shared through targeting cookies and

data extracts, and we may benefit from these activities. You can opt-out of such sharing (which may be referred to as a “Do Not Sell or Share” right). For cookies and other online tools subject to these requirements, we will provide an opt-out mechanism on our Services and endeavor to process GPC signals as described above. You can opt-out of third party data extracts by contacting us as directed below.

Privacy laws may provide you with other opt-out rights which are inapplicable to us. In particular, we do not engage in impactful profiling activities with respect to Users, and we do not collect, use or disclose sensitive personal information (such as government identification number, precise geolocation, financial account information, etc.) except for the specific purpose(s) that you provide it.

We may not, and will not, discriminate against any customer for exercising their privacy rights, including those provided by the applicable privacy laws. Please note that we may otherwise continue to share your personal information with our affiliates and service providers, and as otherwise directed by you, for the purposes described here.

If we deny a privacy request, you may appeal the decision to us at the contact information provided below. To the extent possible, please describe the basis for your appeal and if there is any specific personal information that concerns you. We will endeavor to provide a prompt response.

Additional notice for California residents:

- ***Financial Incentives.*** We do not generally provide a loyalty program or other financial incentive in return for the collection or use of personal information. On some occasions we may engage in a limited-time marketing event, promotional offer or discount that includes a registration or other collection of personal information, and we will disclose the benefits and terms of that promotion at the time of collection.
- ***Privacy rights requests for non-Users.*** California privacy rights apply to all individuals (not just Users), including job applicants, current and former employees, contractors and business partners. Due to the nature of these relationships, the collection and use of

personal information can vary, as described above. All such individuals who are California residents can request additional information about our privacy practices with respect to their information, as well as make the access, deletion, correction and opt-out requests described above, by contacting us as directed below. Please provide sufficient information that we can identify you, and be aware that we may employ a more extensive authentication process to verify your identity before responding to your request.

- **California Privacy Rights - Direct Marketing.** California Civil Code 1798.115(c), 1798.130(a)(5)(c), 1798.130(c), and 1798.140 indicate that organizations should disclose whether certain categories of information are "sold" or transferred for an organization's "business purpose" as those terms are defined under California law. You can find a list of the categories of information that we share [here](#). Please note that because this list is comprehensive it may refer to types of information that we share about people other than yourself. If you would like more information concerning the categories of personal information (if any) we share with third parties or their affiliates to use for direct marketing, please submit a written request to us using the information in the "Contact Information" section below.

Additional notice for Nevada residents:

Please note that we do not sell personal information as defined by Nevada law (Nevada Revised Statutes, Chapter 603A, Section 1.6), but you can submit a request to us as directed below regarding the sale of such information.

## b. International Notices and Rights.

This section is specifically intended for individuals residing outside of the United States ("US"). This includes residents of the European Economic Area ("EEA") including the European Union ("EU"), the United Kingdom ("UK"), Switzerland and other relevant jurisdictions with respect to privacy and data protection laws applicable to us. CompTIA is a US-owned and operated organization, and is not generally subject to foreign laws, even for foreign individuals who visit our website or otherwise use our Services, but to the extent helpful or where specifically required by law, please note as follows:

**A. Legitimate Bases for Processing:** Where required by law, all processing of personal information is justified by a legally recognized basis for processing. In the majority of cases, processing will be justified on one or more of the following bases for processing: (i) The processing is necessary to perform a contract with you (such as if you purchase certain products or services, or subscribe to email marketing); (ii) The processing is necessary for us to comply with a relevant legal obligation, such as keeping accounting records; (iii) The processing is in our legitimate interests, which are not overridden by your interests and fundamental rights. Our legitimate interests are to use user information and other available data to reasonably and responsibly conduct and develop our business activities without abusing any privacy interests or rights of such individuals; and (iv) In some instances, we rely on your consent to our processing (at times as a secondary basis for processing in an abundance of caution). Additional information about our legitimate bases for processing are provided in Section 2 above.

**B. Transfer of Personal information:** If you are in the EEA/EU, the UK, Switzerland or another jurisdiction that has imposed similar legal requirements regarding the lawful transfer of personal information from that jurisdiction to another country (e.g., the US), to the extent that we engage in such a transfer of your personal information (a "Cross-Border Transfer") we will take steps to ensure that such Cross-Border Transfer satisfies known legal requirements. In particular: If we transfer personal information to a jurisdiction deemed by relevant regulatory authorities to provide adequate protection for personal information, we will rely on such adequacy decision, as applicable, and will otherwise take steps to conduct the Cross-Border Transfer using other legally-valid mechanisms, such as by entering into data transfer agreements with standard contractual clauses ("SCCs") among our affiliates and with relevant service providers, in any necessary supplementary safeguards. We currently rely on SCCs for Cross-Border Transfers to the US, and are monitoring evolving laws and regulatory developments to assess if and when alternative or supplemental measures are available or necessary.

**C. Exercising Your Privacy Rights:** Residents of certain jurisdictions are entitled to exercise certain rights under privacy laws applicable to their personal information. The rights described below are, for example, applicable to residents of the EEA/EU, Switzerland and UK. This includes the right to (a) request access to your personal

information; (b) request that we correct inaccurate personal information we hold about you; (c) request that we delete any personal information we hold about you; (d) restrict or object (i.e., withdraw consent) to the processing of personal information we hold about you in some circumstances; and/or (e) receive any personal information we hold about you in a structured and commonly used format. You also have the right to lodge a complaint with your supervisory authority if the processing of your personal information infringes applicable law. Please contact us as provided below if you wish to exercise any of your rights, or if you have any inquiries or complaints regarding the processing of your personal information.

## 8. How We Retain And Protect Personal Information.

We apply a general rule of keeping personal information only for as long as required to fulfill the purposes for which it was collected including (i) to provide you with our products and services, such as to maintain account records while active and after termination for the purposes described above, and (ii) as reasonably as necessary for legal, tax and accounting requirements, or if required to do so by a legal process, legal authority, or other governmental entity having authority to make the request, for so long as required.

No method of transmission over the Internet, or method of electronic storage, is fully secure. While we use commercially reasonable efforts to protect your personal information from unauthorized access, use, or disclosure, we cannot absolutely guarantee the security of your personal information. If legally required and/or permitted by law to inform you of a breach to your personal information we may notify you electronically, in writing, or by telephone.

Some of our Services permit you to create an account. When you do, you will be prompted to create a password. You are responsible for maintaining the confidentiality of your password, and you are responsible for any access to or use of your account by someone else that has obtained your password, whether such access or use has been authorized by you. You should notify us of any unauthorized use of your password or account.

## 9. Links to Other Online Sites and Services.

Our Services may contain links to other websites or online services, including social media. Please be aware that we are not responsible for the content or privacy practices of such other websites or online services, and we encourage you to be aware when you leave our Services and to read the privacy statements of any other website or online service that collects personal information.

You may see us promoted by other businesses on various websites, web pages, social media and other platforms. Please note that we do not always have complete information about where our brand may be displayed or promoted, and if you believe that we are featured in venues that are inappropriate or offensive, please contact us.

## 10. Children's Privacy.

Please see our [COPPA Statement](#) regarding our handling of any personal information from children under the age of 13. To the extent that we collect any personal information of children under the age of 13 in connection with their use of our Services through their school, we rely on the school or school district to obtain parental consent as part of their providing the child's personal information to us.

## 11. Updates to our Privacy Policy

We may change our privacy policy and practices over time. To the extent that our policy materially changes, the policy that was in place at the time that you submitted personal information to us will generally govern that information unless we receive your consent to the new privacy policy.

## 12. International Considerations.

As a multi-national non-profit, we may transmit information between and among our affiliates. Therefore, your information may be processed in a foreign country where privacy laws may be less stringent than the laws in your country. Nonetheless, where possible, we take steps to treat personal information using the same privacy principles applicable to the law of the country where we first received your information. By submitting your personal information to us you agree to the transfer, storage, and processing of your information in a country other than your country of

residence including, but not necessarily limited to, the United States. If you would like more information concerning our attempts to apply the privacy principles applicable of the jurisdiction where data originates to that of another, you can contact us using the contact information below.

### 13. Contact Information.

If you have any questions, comments, or complaints concerning our privacy practices please contact us at the appropriate address below. We will attempt to respond to your requests and to provide you with additional privacy-related information.

[privacy@comptia.org](mailto:privacy@comptia.org)

1-(866)-835-8020

If you are dissatisfied with our response, and are in the European Union, you may have a right to lodge a complaint with your local supervisory authority. EU data subjects may also inquire about our privacy practices by contacting us as set forth below:

CompTIA UK Ltd.  
1 Ropemaker Street  
London, England EC2Y 9AW  
[privacy@comptia.org](mailto:privacy@comptia.org)

**Last Revised: January 10, 2025**

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## Family Educational Rights and Privacy Act (“FERPA”) Notice for CompTIA Students

The Family Educational Rights and Privacy Act of 1974 (“FERPA”) is a federal law that protects the privacy of student education records and gives students and their parents certain rights regarding those educational records.

## Education Records

CompTIA maintains basic student records that describe and document their work and progress. These education records often include permanent and local addresses, admissions records, enrollment status, course grades, reports and evaluations, completion of requirements, progress toward certification, and other correspondence with or concerning the student.

## Right of Access

For maximum utility, student records must be accurate and complete. These rights below apply to the student or the student's parent or legal guardian in cases where the student is under 18 years of age. CompTIA students may request access to their own education records and may rectify and add to them for additional clarification. CompTIA students can request access to their education records by contacting [privacy@comptia.org](mailto:privacy@comptia.org). CompTIA students may submit a written request identifying the specific record or records he/she wishes to inspect. CompTIA will provide a response within 45 days of receiving the request. When a record contains information about more than one student, the requesting CompTIA student may only inspect and review the portion of the record relating to him or her. CompTIA students are not permitted to view letters and statements of recommendation to which they waived their right of access, or that were filed prior to January 1, 1975.

CompTIA students should direct any questions they have about the accuracy of records to [privacy@comptia.org](mailto:privacy@comptia.org). If questions remain, the request will be forwarded to privacy, legal, and IT. If necessary, where informal communications have not resolved the issues submitted, committee review may be necessary to resolve any issue concerning record accuracy.

## Additional Student Rights under FERPA

Pursuant to both CompTIA policy and FERPA, CompTIA students and former students have the right to:

- be fully informed of their rights under FERPA.
- inspect and review aspects of their education records that CompTIA maintains.

- exercise limited control over other people's access to their education records.
- seek to correct their education records if they believe them to be inaccurate, misleading or otherwise in violation of their FERPA rights.
- file a complaint with the U.S. Department of Education if they believe CompTIA has not complied with FERPA's requirements. Such complaints may be submitted to the US Department of Education, Student Privacy Policy Office, 400 Maryland Avenue, S.W., Washington, DC 20202-8520, in writing within 180 days.

## Directory Information

FERPA "directory information" is student information that can be made publicly available without being considered an invasion of student privacy. Directory information includes name (including recorded name), local address, local phone, certificate status, email address, and enrollment status.

CompTIA does not typically disclose student directory information. However, a CompTIA student may inform CompTIA if they wish to prevent disclosure of their directory information, which is known as putting in place a "FERPA Block." To do so, a CompTIA student must inform CompTIA of their decision in writing within 15 days of the course start date. CompTIA students should be aware of the possible consequences of putting in place a FERPA Block, such as missed mailings, messages, and announcements or potential non-verification of certification status. CompTIA students who have previously placed a FERPA Block on their directory information may reverse this decision by writing CompTIA.

## Other Disclosures permitted under FERPA

In addition to allowing directory information disclosures, as set forth above, FERPA permits disclosure of educational records without a student's knowledge or consent under certain circumstances. Disclosure, for example, is permitted to CompTIA officials with a legitimate educational interest in the records, meaning that the person needs the information to fulfill his or her professional responsibilities, including instructional, supervisory, advisory, administrative, academic or research, staff support or other duties. "CompTIA officials" may include faculty; administrators; clerical employees; professional employees; and/or independent contractors performing functions for CompTIA. A student's education record also may be shared

with parties outside of CompTIA under certain conditions, including, for example, in situations involving a health and safety emergency. In addition, CompTIA may forward a student's education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment for training or exam delivery.

If CompTIA determines that a student has committed a disciplinary violation involving a violent crime, a sex offense, or cheating, it may also, if legally permitted, disclose certain information about the disciplinary case. The disclosure may include the student's name, the violation committed, and the sanction imposed.

**Last Revised: January 10, 2025**

**Effective Date: January 10, 2025**

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## Terms & Conditions

Effective Date: January 10, 2025

CompTIA, Inc. and its affiliates ("CompTIA," "we," "our," or "us") require that all visitors to and users of the websites, CompTIA-branded applications, and services controlled by CompTIA ("Services"), including all services and materials offered thereon, adhere to these Terms of Use ("Agreement"), which govern your access to and use of the Services. This Agreement incorporates by reference our posted [Privacy Policy](#) and other legal terms ([FERPA Notice](#), [Voucher Terms](#), [Trademarks](#), [UK Modern Slavery Act Statement](#), and [COPPA Statement](#)), all of which are located at [www.comptia.org/legal](http://www.comptia.org/legal). If you are an employer or a school district purchasing products for end users, please refer to the [Learning Products License Agreement](#).

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING THE SERVICES, YOU ("YOU," "YOUR," OR "USER") AGREE TO THE TERMS OF THIS AGREEMENT. If you do not agree to be bound by the terms of this Agreement,

please immediately discontinue your use of the Services. If you violate the terms of this Agreement in any way, please immediately discontinue your use of the Services. You represent that you are of legal age to accept this Agreement and to form a binding contract with us. To the extent you are using our Services, registering an account, or otherwise acting on behalf of an organization, you represent that you are authorized to accept this Agreement on behalf of the organization (and references to “you”, “your” or “user” in our Agreement is understood to apply to both you and your organization). By granting any minor permission to use the Services through your account, you agree and understand that you are responsible for monitoring and supervising said minor’s usage. If you believe another person is using your account without your permission, please contact us immediately so that we may disable access. If you entered into a separate executed agreement with us, the terms of that agreement will control in the event of any conflict.

PLEASE NOTE THAT THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN THE RESOLUTION OF DISPUTES BETWEEN COMPTIA AND YOU, INCLUDING AN ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. PLEASE SEE THE “DISPUTES; ARBITRATION” SECTION BELOW FOR COMPLETE DETAILS AND REVIEW IT CAREFULLY.

**1. These Terms of Use are a Contract between You and Us.**

**A. Purpose of the Services; Accuracy of Information.** We may provide content with the Services solely for informative purposes. We make every effort to ensure that any such information we provide is complete, accurate and current. However, this information is not professional advice from CompTIA, and you should not rely on it for that purpose. Please consult with your own professional experts for all advice concerning legal matters, human resource matters, and the like that may be discussed in the Services.

**B. Changes to this Agreement.** This Agreement is effective as of the Effective Date above. CompTIA may, in its sole discretion, change this Agreement at any time, so we encourage you to periodically check for updated Terms of Use. If you do not agree with any changes to this Agreement, your sole remedy is to not use the

Services. By continuing to use the Services after we change this Agreement, you are indicating your acceptance of all such changes.

**C. Supplemental Terms.** This Agreement governs the Services in general. More specific and/or supplemental terms and conditions may apply to some Services, including but not limited to, a particular contest, sweepstakes or promotion, software, application, promotional code, service or other activity; availability of certain merchandise, content, programs, or other activities; conditions or other limitations to the Services for users under certain ages; and/or specific terms or restrictions that may accompany certain territories, programs, content, products, websites, applications or other software. Any supplemental terms and conditions are in addition to this Agreement, and, in the event of a conflict, the supplemental terms will prevail over this Agreement. If you do not agree to the applicable supplemental terms and conditions disclosed, you may not use the Services.

**D. Access to Certain Portions of the Services.** Access to certain portions of the Services is restricted and personal to individual members of CompTIA, holders of certain CompTIA certifications, or others. To become eligible to access any restricted portions of the Services, you may need to create an account, give CompTIA certain information, and/or meet certain requirements or qualifications. If you create a user account on the Services, you must do so only for yourself and in your own name. You agree to provide true, accurate, and complete information and to update this information when it changes. You must not impersonate any person or entity or otherwise misrepresent your identity or affiliation. We may suspend or terminate your membership, certification status, and/or right to access restricted information on the Services if: (i) you provide any information that is untrue, inaccurate, outdated, incomplete, or misleading; or (ii) we suspect that you have provided any untrue, inaccurate, outdated, incomplete, or misleading information. If you access restricted portions of the Services through a user ID and/or password (collectively, "User ID"), you must not allow any other person to use your User ID. You are solely responsible for maintaining the confidentiality of your User ID, and all other account information. You will be responsible for all usage of the Services made with your User ID. You agree that you will notify us immediately of any unauthorized use of your User ID, account, or any other breach of security. In the event anyone else will have access to your computer session, you agree that you

will log out of your account immediately upon completing your use of the Services. We may suspend or terminate any User ID or account registered in the name of a group or organization, or any individual account that we suspect or determine was used by multiple individuals.

The Services are accessible to you through a computer or other access device. The content of the Services may include information, editorial content, chat rooms, and links to other websites. You are responsible for all charges associated with accessing the Services.

We cannot guarantee the Services will be available at all times. Although it is our intention for the Services to be available as much as possible, there may be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services. Content removed from the Services may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order or similar legal process. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in this Agreement will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith except to the extent we expressly provide otherwise in writing.

**E. Notice.** We may be required by law to notify you of certain events. You hereby acknowledge and agree that such notices will be effective upon our posting them in the relevant Service or delivering them to you by e-mail. If we choose to notify you by e-mail, we will not be responsible for failure to notify you in the event that you did not provide us with an accurate, current, or accessible e-mail address.

**F. Termination.** CompTIA, at its sole discretion, and for any reason or for no reason, may terminate your User ID or your access to all or part of the Services, and

may delete and discard any information that you have published, sent or received on or via the Services.

**G. Minors.** If you permit any minor child to use the Services, you will be solely responsible for: (i) the online conduct of such minor child; (ii) the monitoring of such minor child's access to and use of the Services; and (iii) the consequences of any such usage.

## **2. License Grant and Restrictions.**

**A. Intellectual Property Rights.** We grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Services for lawful purposes in accordance with this Agreement and any other posted instructions. Unless otherwise indicated, the copyright, trademarks and other intellectual property and proprietary rights in the content provided by the Services, including the screens displayed on the Services and software used to provide the Services, is owned by or licensed to CompTIA. You may not modify, copy, reproduce, republish, upload, post, transmit, perform, display, prepare derivative works based on, or distribute in any way any portion of the Services, including software used to provide the Services. No CompTIA trademarks or trademarks owned by any other person that appear on the Services may be copied, downloaded, or otherwise utilized without the express written consent of the owner of such trademark.

The Services may be supported by advertising revenue and may display advertisements and promotions, and you agree that we may place such advertising and promotions through the Services or on, about, or in conjunction with User Content (described below). The manner, mode and extent of such advertising and promotions are subject to change without specific notice. You acknowledge that we may not always identify promoted services or content, or commercial communications as such.

**B. Restrictions on Usage.** As a condition to your right to use the Services, you will not: (a) engage in any activity that disables, interrupts the Services or otherwise impedes their operation or limits their availability to others; (b) alter in any way the

content of the Services; (c) circumvent or disable any access control or security features of the Services; (d) scrape, frame, republish, license, or sell the contents of the Services; (e) decompile, disassemble or reverse engineer any software used to provide the Services; (f) use the Services to post or otherwise disseminate any unlawful, threatening, defamatory, offensive, obscene, vulgar, pornographic, profane, indecent, or fraudulent communication of any kind, as determined by us in our sole discretion; (g) use the Services to post or otherwise disseminate any communication that infringes, misappropriates, or dilutes any intellectual property or that violates any person's rights of privacy or publicity; (h) use the Services to transmit any virus, bot, worm, Trojan horse, or other harmful software; (i) use the Services to post or disseminate any communication that encourages or assists any other person to engage in illegal activities; (j) use the Services or any information contained in the Services to assist in any way with the transmission of unsolicited email messages to any other person; (k) impersonate any other person or entity or misrepresent any fact about yourself; (l) distribute, transfer, or disseminate any information derived from the Services through or onto a searchable, machine-readable database; (m) use the Services to collect information about other users of the Services; (n) attempt to use the Services to gain unauthorized access to other computer systems or networks connected to the Services; (o) remove, obscure, or alter any copyright or other notice on contents of the Services; (p) access or use the Services by means of any automated program, electronic agent or bot, or transmit any contents from the Services into any third party software or services (including any AI tools); or (q) use the Services in an otherwise unlawful manner in violation of any applicable law or regulation (including, without limitation, any laws regarding the export of products, software or technical data to and from the United States or other countries).

You may link to our Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. The Services may provide certain social media features that enable you to: (i) link from your own or certain third-party websites to certain content on our Services; (ii) send communications with certain content, or links to certain content, using the Services; or (iii) cause limited portions of content on the Services to be displayed or appear to be displayed on your own or

certain third-party websites. You may use these features solely as they are provided by us, and must not otherwise: (iv) establish a link from any website that is not owned by you; (v) cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site (for example, scraping, framing, deep linking, or in-line linking); or (vi) take any action with respect to the Services that is inconsistent with this Agreement. We may disable any social media features and any links at any time without notice.

### **3. Usage Rules.**

**A. Availability of CompTIA Products and Services.** CompTIA may, in its sole discretion, modify or discontinue the Services or deny anyone access to the Services, or any aspect thereof, including any information or materials contained in the Services, without prior notice and without liability. Services and products offered on the Services are not necessarily available in all geographic areas. Your eligibility to obtain particular Services and products is subject to the final determination of CompTIA.

**B. Third Party Terms.** The Services, or portions of them, may be hosted on or incorporate material from third-party platforms or services. Such platforms or services may have their own terms of use and privacy policies posted or linked to on the relevant part of the Services, a login page or popup ("Third-Party Terms"). In such cases, you are bound by both this Agreement and the Third-Party Terms. You should review applicable Third-Party Terms before you use any portion of the Services that is subject to Third-Party Terms.

**C. Monitoring by CompTIA.** CompTIA has the right, but not the obligation, to monitor the use of the Services. If we monitor the use of the Services, we may examine, copy, and record any information relating to your usage of the Services. We reserve the right to disclose any such information in order to comply with any law, regulation, or governmental request. CompTIA shall have the right, but not the duty, to remove any communication that we find to be objectionable or inappropriate.

Although we may control some of the hyperlinks in the Services, other links within the Services may lead to third-party sites, such as online retailers and social media

platforms. We include these third-party links solely as a convenience to you. The presence of a link does not imply an endorsement of the linked site, its operator, or its contents, or that we are in any way affiliated with the linked site. The Services do not incorporate any materials appearing in such linked sites by reference. We reserve the right to terminate a link to a third-party web site at any time. The third-party sites are not controlled by us and may have different terms of use and privacy policies, which we encourage you to review.

#### **4. CompTIA Store.**

**A. Purchases.** You may be able to make purchases directly through the Services, such as on our CompTIA store. In such circumstances the following terms apply: (1) We make reasonable efforts to accurately display the relevant features, specifications and details of the available products and services, but we do not guarantee that such attributes, as presented, will be accurate, complete, reliable, current, or free of errors. All products and services are subject to availability, and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products or services at any time for any reason. Prices for all products and services are subject to change at any time. (2) You agree to provide current, complete, and accurate payment information for all purchases made through the Services, so that we can complete your transactions and contact you as needed. Sales tax and shipping fees may be added to the purchase price as deemed required by us. All prices and payments will be in U.S. dollars unless otherwise specified. (3) You agree to pay all charges at the prices then in effect for your purchases, including any applicable sales tax and shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. (4) We reserve the right to refuse any order placed through the Services. (5) We may, in our sole discretion, limit or cancel quantities purchased per person, household, or organization. These restrictions may include orders placed by or under the same account, the same payment method, and/or orders that use the same billing or shipping address. (6) We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors without authorization. (7) ALL PURCHASES THROUGH OUR SERVICES ARE

FINAL AND NON-REFUNDABLE EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE.

**B. Subscriptions.** We may offer certain products or services on a recurring subscription basis ("Subscription Services"), in which case the following terms apply in addition to the terms listed in Subsection(A): Fees for Subscription Services, as applicable, are automatically charged on a recurring basis (i.e., monthly) unless you cancel or change your Subscription Service(s) in accordance with these terms, at then-posted fees. YOU ACKNOWLEDGE AND AGREE THAT WE MAY SUBMIT APPLICABLE PERIODIC CHARGES (E.G., MONTHLY) FOR ANY SUBSCRIPTION SERVICES YOU OPT INTO WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL WE RECEIVE PRIOR NOTICE THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR SELECTED SERVICES OR PAYMENT METHOD, WHICH MAY NOT BE APPLIED UNTIL THE NEXT AVAILABLE BILLING PERIOD. We will notify you via email in advance of subscription renewals (if applicable), and you can generally modify/cancel such services from your account or by contacting us. All Subscription Services expire after twelve months unless another time frame is expressly provided.

**C. Trials and Discounts.** We may in our discretion offer certain products or services (including Subscription Services) on a free trial or discounted basis for a specified period. When such a period ends, you must pay the applicable fees to continue use of such products or services to the extent they are provided on a recurring basis.

**D. Returns.** The following Return Policy shall govern transactions on our store unless we provide otherwise:

1. Exam Voucher Purchases. All CompTIA exam voucher purchases are final. Exam voucher purchases may not be returned, refunded, or exchanged. All exam vouchers, including any retakes, expire 12 months from the date of purchase. You must register and take your exam (and retake, if applicable) prior to the voucher expiration date. Voucher expiration dates cannot be extended.
2. Non-Voucher Digital Products. Non-voucher digital products may be returned, with authorization, if the following criteria are met: (1) The return request is

submitted within 30 days from the purchase date; and (2) The digital access key has not been redeemed/activated.

If the above criteria are met, digital products that may be considered for a return are: Official CompTIA Instructor/Student Guide eBook, Official CompTIA Self-Paced Study Guide eBook, CertMaster Learn, CertMaster Practice, CertMaster Labs, CompTIA Labs, CertMaster Learn+Labs, CertMaster CE, and LabSim. If the above criteria are met, bundle purchases may be considered for a return. Partial refunds for bundle purchases cannot be provided.

CertMaster Learn Organization/Business License - Removing a Student Assignment - Applicable for Classroom Setup with Student Upload and Classroom Setup with Student Access Keys: A student assignment may be removed, and the seat reassigned if the student has not completed any coursework within 30 days of purchase. If the student has begun the coursework within 30 days of purchase, the student assignment is only eligible for removal if the request is submitted within 3 business days of activation. NOTE: For Usage Based Billing (UBB), license activations are non-cancelable and license fees paid are non-refundable per the UBB Master Agreement.

3. Physical Print Products: CompTIA operates a print-on-demand fulfillment process. All sales are final, and orders for print books are non-returnable and non-refundable.
4. How to Submit a Return Request:
  - a. For Store Purchases - Log into your CompTIA store account and follow these steps:
    - i. Click Order Status from the dropdown in the upper-right corner of the page.
    - ii. Locate the order in your Order History and click the Return button.
    - iii. Fill out the request form by selecting a return reason from the dropdown, enter the quantity and add a comment to provide any details.

You'll receive an email notification that your return request has been submitted, and you will receive additional follow-up communication from our

support team regarding the processing of your return. NOTE: Partial refunds for purchases cannot be provided.

- b. For Purchases Through a CompTIA Representative: Submit a help request and select Order Return Request as the request type from the dropdown.

**E. Note Regarding Third Party Sites.** The Return provisions in Subsection (D) do not apply to products we may link to for sale on third party websites; any such products are subject solely to the terms of the relevant third-party website(s) from which those products are purchased.

**5. Contests, Sweepstakes and Promotions.** Contests, sweepstakes, and other similar promotions that you enter on a Service or in connection with Services integrated with a third-party website, service, application, platform, and/or content (“Promotions”) may be subject to official rules and/or conditions that are supplemental to this Agreement, and which may provide details governing the Service Promotion such as eligibility requirements, entry instructions, deadlines, prize information, and restrictions. If you wish to participate in any Promotion, please first review the applicable official rules and/or conditions. If a Promotion’s official rules and/or conditions conflict with this Agreement, the provisions contained in the official rules and/or conditions govern and control the Promotion. Your entry to a Promotion constitutes User Generated Content (as defined in Section 7 below) and is subject to all provisions of this Agreement that govern your submission and our use of your User Generated Content.

## **6. Disclaimers and Limitation on Liability.**

**A. No Warranties.** THE SERVICES, INCLUDING THE INFORMATION AND MATERIALS ON THE SERVICES, ARE PROVIDED ON AN “AS IS” BASIS. COMPTIA DOES NOT WARRANT THE COMPLETENESS, ACCURACY, TIMELINESS OR ADEQUACY OF THE INFORMATION AND MATERIALS ON THE SERVICES AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR

OMISSIONS IN THE SERVICES. NO WARRANTY OF ANY KIND, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONNECTION WITH THE SERVICES. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH USE OR DOWNLOADING MATERIAL FROM THE SERVICES. BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU ACKNOWLEDGE AND AGREE THAT ANY USE OF THE SERVICES OR INFORMATION AND SERVICES CONTAINED THEREON IS AT YOUR OWN RISK.

**B. Limitation of Liability.** IN NO EVENT WILL COMPTIA BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, LOSSES, OR EXPENSES OF ANY KIND RELATING TO OR ARISING IN CONNECTION WITH THE USE OF THE SERVICES OR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF COMPTIA OR REPRESENTATIVES THEREOF ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES. COMPTIA SHALL NOT BE LIABLE FOR ANY CONSEQUENCES OF YOUR RELIANCE ON ANY ADVICE, OPINIONS, STATEMENTS, OR RECOMMENDATIONS THAT APPEAR ON OR ARE DISSEMINATED THROUGH

THE SERVICES. ANY SUCH RELIANCE IS AT YOUR OWN RISK. COMPTIA SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OF THE SERVICES. IN NO EVENT WILL COMPTIA'S TOTAL CUMULATIVE LIABILITY TO YOU IN CONNECTION WITH YOUR USE OF THE SERVICES EXCEED THE AMOUNT YOU ACTUALLY PAID TO COMPTIA FOR USE OF THE SERVICES IN THE 12 MONTHS PRIOR TO A CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, INJUNCTIVE OR OTHER EQUITABLE RELIEF OF ANY KIND THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OF SERVICES OR INTELLECTUAL PROPERTY OWNED OR LICENSED BY COMPTIA. We reserve all rights, defenses, and permissible limitations under the law of your state of residence.

**C. Acknowledgment of Warranty Disclaimers.** You acknowledge and agree that we would not have made the Services available to you without the warranty disclaimers and the limitations on liability and remedy that appear in this Agreement, and that such warranty disclaimers and limitations of liability reflect a reasonable and fair allocation of risk between CompTIA and you.

**D. Indemnification.** You agree to defend, indemnify, and hold harmless CompTIA (including its affiliates) and their respective directors, officers, employees, and agents from and against all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or accruing from (i) any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by you in connection with your use of the Services; (iii) any noncompliance by you with the terms of this Agreement; (iv) any claims brought by persons or entities other than you or

CompTIA arising from or related to your access and use of the Services, including the information obtained through the Services; (v) your use or attempted use of the Services; and (vi) your breach or alleged breach of this Agreement. You will cooperate as fully required by CompTIA in the defense of any claims, actions, suits, or proceedings. Notwithstanding the foregoing, we reserve the right to assume the exclusive control of the defense of claims, actions, suits, or proceedings, and you may not settle any claims, actions, suits, or proceedings without the prior written consent of an officer or general counsel of CompTIA.

## **7. Submissions, User Generated Content, DMCA Takedown Notices.**

**A. User Generated Content.** The Services we provide may include communication features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other individuals (collectively, "post") information, images, links and other content or materials (collectively, "User Content") on or through the Services. You represent and warrant that: (a) all of your User Content complies with this Agreement; (b) you own or have all necessary rights to the User Content posted by you on or through the Services or otherwise have the right to grant the rights and licenses set forth in this Agreement; (c) you will pay for all royalties, fees, and any other monies owed by reason of User Content you post on or through the Services; (d) you understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not us, have fully responsibility for such User Content, including its legality, reliability, accuracy, and appropriateness; and (e) we are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Services. We are not a backup service, and you agree that you will not rely on the Services for the purposes of storing User Content. We will not be liable to you or third-party beneficiaries for any modification, suspension, or discontinuation of the Services, or the loss of any User Content. Notwithstanding this provision, we will not seek to enforce this Agreement or penalize a user with respect to any statement about us or our products and services to the extent that such statement is protected by law.

By posting User Content in any form on the Services, or disseminating any other information through the Services, you grant us a worldwide, royalty-free, perpetual,

irrevocable, transferable, sublicensable, nonexclusive license to use, reproduce, create derivative works of, make available, distribute, perform, display and in any other way exploit the User Content and/or other information you provide for any purpose. Such User Content and information is public, subject to our Privacy Policy where applicable. Our Services may be subject to a compromise of security and we do not guarantee that any User Content or other information you provide will be kept confidential in such circumstances.

If you choose to send us feedback, ideas, suggestions, or other such information (collectively, "Feedback"), you agree to waive all rights in such Feedback. You further agree that we are free to use the Feedback for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you, and without any commitment to confidentiality unless we expressly provide otherwise in writing.

**B. Claims fo Copyright Infringement.** We respect the intellectual property rights of others, and we prohibit users of our Services from submitting, uploading, posting or otherwise transmitting any materials that violate another person's intellectual property rights or this Agreement.

In line with that belief, CompTIA's policy is to terminate the accounts of users of the Services who are repeat infringers of copyright. In addition, pursuant to 17 U.S.C. Section 512, as amended, CompTIA has implemented procedures for receiving written notification of claimed copyright infringements and for processing such claims in accordance with the law. All claims of copyright infringement must be submitted to us in a written complaint that complies with the requirements below and is delivered to our designated agent to receive notification of claimed infringement.

To submit any such complaint by mail, please use the following address:

CompTIA  
Attn: Legal  
3500 Lacey Road, Suite 100  
Downers Grove, IL 60151  
(630) 678-8300

To submit any such complaint by e-mail, please use the following address: [legal@comptia.org](mailto:legal@comptia.org).

Any notification of claimed copyright infringement must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed.
3. Identification of the material claimed to be infringing, along with information reasonably sufficient to permit us to locate such material.
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an e-mail address.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

#### **8. Binding Arbitration and Class Action Waiver.**

If you have any dispute with or claim against us (including our affiliates), or if we have a dispute with or claim against you, relating to the Services, a product or service purchased through the Services, this Agreement, or your use of the Services (a "Claim"), you and CompTIA each agree to attempt in good faith to resolve such Claim first through informal negotiation, which shall be a precondition to you initiating a lawsuit or arbitration against us. Excluding claims by us for injunctive or other non-monetary relief, which we may pursue in any court of competent jurisdiction, if we do not resolve the Claim through informal negotiation, the Claim shall be resolved through binding arbitration or an individual action in small claims court in the U.S. county (or parish) of your residence or in DuPage County, Illinois. If neither of us chooses to resolve the Claim in small claims court, or the small claims court determines that it lacks jurisdiction to resolve the Claim, the Claim must be resolved solely by binding arbitration. Class arbitrations and class actions are not permitted under any circumstances, and a Claim between you and us shall not be consolidated with any claim involving a third party. You and we agree that the U.S.

Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and we are each waiving the right to a trial by jury or to participate in a class action or class arbitration.

Before you commence an arbitration or file a small claims court action with respect to a Claim, you must first send to CompTIA a written notice of your Claim, and before we commence an arbitration or file a small claims court action with respect to a Claim, we must first send to you a written notice of our Claim (either a "Notice"). Your Notice must (i) be sent by certified mail; (ii) be addressed to: Legal Department, CompTIA, 3500 Lacey Road, Suite 100, Downers Grove, IL 60151; (3) describe the nature of your Claim; and (4) specify the damages or other relief you seek. The description included in your Notice must be on an individual basis and not on a mass or consolidated basis. During a period of 30 days from the receipt of the written notice from the other party, CompTIA and you will engage in informal telephonic negotiation, and such informal telephonic negotiation shall be individualized such that a separate informal telephonic negotiation must be held each time a party intends to commence individual arbitration or claim. Multiple individuals initiating arbitrations or claims cannot participate in the same informal telephonic negotiation. If we and you do not then resolve the Claim within 30 days after receipt of the Notice, either you or we may commence an arbitration or file a small claims court action to resolve the Claim.

Any such arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with AAA's Consumer Arbitration Rules; PROVIDED HOWEVER, that in the event that five (5) or more individuals seek to initiate (or do initiate) arbitration proceedings against us in a coordinated or related manner (e.g., coordination among plaintiffs or their counsel in regard to similar claims), then instead of such arbitrations being administered by AAA, we may, in our sole discretion, elect to consolidate any number of such arbitrations without AAA and before an arbitrator who is mutually agreed-upon by the parties (and terminate any pending filing or administration by AAA), (i) with such arbitrator being a retired federal or state judge and experienced with the subject matter of the arbitration, and (ii) except with respect to administration of the arbitration proceedings, the arbitrator shall follow AAA Consumer Arbitration Rules or a similar set of rules and procedures required by the arbitrator. Contact information for AAA, as well as copies of the

Consumer Arbitration Rules and applicable forms, are available at <https://adr.org/>. In circumstances in which the Consumer Arbitration Rules provide for an in-person hearing, such hearing will take place in the U.S. county (or parish) of your residence, or otherwise in DuPage County, Illinois.

The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this section shall prevent us from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, except to the extent that disclosure may be legally required of a party, necessary to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

YOU WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY JUDICIAL PROCEEDING. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT FOR CONSOLIDATED ARBITRATION AS PROVIDED ABOVE, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless we agree (and for consolidated arbitration as provided above), no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

If you have a legal complaint other than a copyright claim, please send it to us at the following address:

CompTIA  
Attn: Legal  
3500 Lacey Road, Suite 100

Downers Grove, IL 60515-5439  
legal@comptia.org

Your complaint should clearly identify the relevant issue and include information that we can use to contact you.

## **9. Additional Provisions.**

**A. Privacy.** Personal information collected by us in connection with the Services will be maintained in accordance with our posted Privacy Policy.

**B. Child Online Protection Act Notification.** Pursuant to 47 U.S.C. Section 230(d), as amended, CompTIA hereby notifies you that parental control protections (such as computer software, hardware and filtering services) are commercially available for you to purchase. These protections may assist you in limiting access to material that could be harmful to minors. Information about purchasing such protections is available at

- <https://www.connectsafely.org/parentguides/>
- <https://www.connectsafely.org/controls/>
- <https://staysafeonline.org/online-safety-privacy-basics/parental-controls/>

**C. Sanctions and Export Compliance.** CompTIA operates the Services from its offices in the State of Illinois, United States of America. We make no representation that the materials on the Services are appropriate or available for use outside of the United States, and our Services are not intended for distribution, or use in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Those who choose to access the Services from outside of the United States do so with this understanding and are responsible for compliance with all applicable U.S. and non-U.S. laws. Software that is used to provide the Services is subject to United States export controls. You may not export, re-export, or transfer (in-country) any services, information or materials accessed on or described in the Services except in full compliance with all United States laws and regulations.

Accordingly, no CompTIA software or Services may be used, downloaded by, exported, re-exported, or transferred (in-country) to: (a) a person located, organized,

or ordinarily resident in any country that is the subject of comprehensive sanctions imposed by the U.S., UK, EU, or UN; (b) any person listed on any U.S., UK, EU, or other relevant sanctions- or export controls-related list of prohibited or restricted parties, including but not limited to the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Nationals, the U.S. Commerce Department's Denied Persons List or Entity List, the UK sanctions list, or the EU consolidated list of persons, groups, and entities subject to EU financial sanctions; (c) any entity 50% or more owned, directly or indirectly, or controlled by any such person(s) described in (a) or (b); or (d) to any person otherwise blocked by or the subject of sanctions imposed by the U.S., UK, EU, or other relevant government or governing body. Visitors to and users of the websites, CompTIA-branded applications, and services traveling or relocating outside of the U.S. may be unable to access the Services from countries or regions subject to economic and/or trade sanctions by the Office of Foreign Assets Control (OFAC) or other authorities. If you choose to access the Services from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with all applicable laws.

Further, by using or accessing the Services, you certify all of the following:

1. Neither you nor any person contributing to payment for Services on your behalf are on any list of restricted persons with whom it is unlawful for a United States company to do business, or located in a jurisdiction where your use would violate law or regulation;
2. Neither you nor any person contributing to payment for Services on your behalf are an employee, contractor, or current or former official of any government (or instrumentality thereof) that is subject to economic and/or trade sanctions by OFAC or other authorities;
3. You are not utilizing any Services in a way that will cause CompTIA to violate any sanctions or export controls law, rules, and/or regulations.

**D. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without giving effect to any principles of conflicts of law. EXCLUDING DISPUTES ADDRESSED THROUGH

ARBITRATION AS PROVIDED IN SECTION 8, YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT STATE AND FEDERAL COURTS WITH JURISDICTION IN DUPAGE COUNTY, ILLINOIS IN RELATION TO ANY CLAIM, DISPUTE, OR DIFFERENCE ARISING FROM THIS AGREEMENT, AND YOU AGREE TO WAIVE ANY RIGHT OF REMOVAL OR TRANSFER WHETHER DUE TO FORUM NON CONVENIENS OR OTHER REASON. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Transaction Act (UCITA) are expressly excluded from this Agreement.

**E. No Assignment by User.** You may not assign any of your rights, obligations, or privileges under this Agreement without CompTIA's prior written consent.

**F. Severability.** If any provision of this Agreement is deemed unlawful, void, or otherwise unenforceable, then that provision shall be considered severable from this Agreement. Such provision shall be enforced to the fullest extent allowed by law to achieve the intention of the parties. The severable provision shall not affect the validity and enforceability of any remaining provisions of the Agreement.

**G. Waiver.** No waiver of any provision of this Agreement will be effective unless set forth in a written instrument signed by the waiving party. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

**H. Captions.** The captions, titles, and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement

**I. Entire Agreement.** This Agreement (including our Privacy Policy and other referenced notices) constitutes the entire agreement between you and us and supersedes all prior agreements with respect to the subject matter hereof. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of the Services. Using the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive communications from us through electronic means (e.g., email), and agree that all agreements, notices, disclosures, and other

communications we provide to you electronically, via email and/or on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES IN CONNECTION WITH ANY BINDING TERMS OR CONTRACTS IN CONNECTION WITH THE SERVICES.

If you have any questions, concerns or comments about this Agreement, please email us at [legal@comptia.org](mailto:legal@comptia.org); for inquiries or complaints regarding the Services, please contact us as directed at <https://www.comptia.org/contact-us>.

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# LEARNING PRODUCTS LICENSE AGREEMENT

Publication Date: January 10, 2025

**THIS LEARNING PRODUCTS LICENSE AGREEMENT** (this “**Agreement**”) is made and entered into on the Effective Date set forth on Order Form (the “**Effective Date**”), by and between **CompTIA, INC.**, a Delaware corporation, with its principal place of business at 3500 Lacey Rd, STE 100, Downers Grove, IL 60515 (“**CompTIA**”) and the entity or person agreeing to the Agreement (“**Licensee**”), each a “**Party**” and collectively the “**Parties**.” This Agreement consists of the terms and conditions contained herein, the Order Form, and **Exhibit A**, the **Software Pricing**, as each may be updated, amended, revised, or supplemented from time to time. The Parties hereby agree to the following terms and conditions:

## 1. License.

(a) License Grant. CompTIA grants to Licensee and its Authorized Users (“**Authorized Users**” means the student and educator users who Licensee permit to access and use the Software under this Agreement pursuant to a valid Activation (defined below) a non-exclusive, non-transferable, non-sublicenseable

license to use CompTIA's online assessments, labs, and learning resources ("**Software**"). This license includes the third-party materials and related media content set forth in **Exhibit A** together with any corresponding instructor resources ("**Licensed Materials**"). Licenses are activated when Licensee or Licensee's Authorized User activates such license through the LabSim portal (an "**Activation**"). Each license is for a single user only, and Activations shall not be rotated or shared among multiple users. In the event of a violation of these terms, such as transferring or sublicensing the license, the license may be terminated at CompTIA's discretion. If the Licensee or its Authorized Users fail to activate the license within a period of one (1) year, the license may be forfeited. CompTIA reserves all rights not expressly granted to Licensee in this Agreement.

(b) License Term. Unless otherwise specified on the Order Form:

- (i) For K-12 educational institutions, all licenses will expire at the end of the current academic year in which they were activated.
- (ii) For all other customers, each license is valid for twelve (12) months from the date of the license activation.

(c) Use Restrictions. Licensee shall not use the Software or Licensed Materials for any purposes beyond the scope of the license granted in this Agreement.

Unauthorized use of the Software or Licensed Materials beyond the scope of the license may result in termination of the license and potential legal action. Licensee shall not, directly or indirectly, and shall not permit any third party, to:

- (i) modify, alter, amend, fix, translate, enhance or otherwise create derivative works of the Software. Should any modifications, alterations, amendments, improvements, translations, enhancements, or derivative works of any kind (collectively, "Derivative Works") result from your, or an Authorized User's, use of the Software, you and any Authorized User hereby assign any and all such Derivative Works to CompTIA.
- (ii) remove, disable, or otherwise create or implement any workaround to any security features contained in the Software.
- (iii) remove, delete, or alter any trademarks, copyright notices or other intellectual property right notices of CompTIA or its partners or licensors, if any,

from the Software.

(iv) copy the Software, in whole or in part, except that you may either (i) make one copy of the Software or any part thereof for backup or archival purposes, or (ii) transfer the Software to a single additional hard disk provided you keep the hard disk solely for backup or archival purposes. Any copy of the Software or any part thereof made by you is and remains the property of CompTIA, is subject to the terms and conditions of this Agreement, and must include all copyright and other intellectual property notices contained in the original. If the Software is an update or has been updated, any such transfer must include the most recent update and all prior versions. You may not copy the Documentation for any reason.

(v) assign, sublicense, sell, loan, convey, rent, lease, distribute, publish, transfer, or otherwise make the Software available to any third party for any reason.

(vi) reverse engineer, decode, decompile, disassemble, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part (except as and only to the extent this restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-source components included with the Software).

(vii) upload or provide any Licensed Materials, or otherwise allow any Licensed Materials to be accessed by, any artificial intelligence tool, platform or solution that would allow the Licensed Materials to be generally available to the public.

(viii) use the Software in violation of any federal, state or local law, regulation or rule.

(ix) use the Software for purposes of competitive analysis, the development of a competing Software product or any other purpose that is to CompTIA's commercial disadvantage.

## **2. Fees and Payment.**

(a) Pricing. Exhibit A shall set forth the agreed pricing ("**Fee**") for all products available to the Licensee. To the extent that the Fee for any products changed and/or a new product is added to the existing Exhibit A, CompTIA shall provide Licensee written notice of the foregoing no later than ten (10) days prior to the effective date of such updated Exhibit A ("**Revised Exhibit A**"). Any existing Exhibit

A shall be automatically superseded and replaced by such Revised Exhibit A as of the effective date listed therein, without any requirement for the Parties to execute an updated Agreement or Exhibit A.

(b) Invoices. CompTIA shall invoice Licensee within 30 days of delivering access to the Software. Licensee shall pay CompTIA the full invoice amount including sales tax if applicable (without deduction, set-off, or counterclaim) within thirty (30) days of receipt of invoice, unless any sums are disputed in good faith within fourteen (14) days of receipt of invoice.

(c) Default; Collection Costs. Licensee's failure to pay any amounts due under this Agreement shall constitute a material breach of this Agreement, and, if Licensee fails to cure such breach within fifteen (15) days after receiving written notice from CompTIA, CompTIA may deactivate all licenses hereunder, terminate this Agreement, and pursue all legal and equitable remedies to recover the balance due. In any action to collect a balance due under this Agreement, Licensee shall be liable to CompTIA for any associated collection costs, including, without limitation, reasonable attorneys' fees and costs.

(d) No Deductions or Setoffs. All amounts payable to CompTIA under this Agreement shall be paid by Licensee to CompTIA in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason.

**3. Learning Management System (LMS) Integration.** At client's request, CompTIA will assist Client in enabling LMS integration based on a mutually agreed upon launch date for the selected products to "go live" in the Client's LMS platform ("Launch Date"). CompTIA's involvement with LMS integration ("Services") will be limited to (1) providing LMS integration setup guidelines to Client, (2) assisting with testing the LMS integration before the Launch Date, and (3) assisting with any LMS integration issues identified in the two-week period following the Launch Date.

**4. Intellectual Property Rights.** Licensee acknowledges that CompTIA owns all right, title and interest in and to the Software, and, with respect to the Licensed Materials, the applicable third-party licensors own all right, title and interest in and to the Licensed Materials. Notwithstanding anything in this Agreement to the contrary,

CompTIA shall have the right to capture, collect, maintain, process and use any and all information associated with the use of the Licensed Materials, including without limitation, product usage information, aggregated user performance, assessments, and statistical analyses. To the fullest extent permitted by law, CompTIA shall have the right to share such information collected with third parties. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Licensee or any third party any right, title, or interest in or to any of the Software or the Licensed Materials.

**5. Confidential Information.** Confidential Information. During the Term of this Agreement, each Party recognizes that it may be exposed to materials, data, operations, and other non-public information of the other Party that the other Party considers to be confidential or proprietary (collectively, "**Confidential Information**"). Each Party retains full ownership, rights, and interest in and to its Confidential Information. The Party receiving Confidential Information under this Agreement agrees that it will: (i) use the same degree of care in protecting the Confidential Information of the other Party against unauthorized disclosure as it accords to its own Confidential Information, but in no event less than a reasonable standard of care; (ii) hold the disclosing Party's Confidential Information in trust solely for the disclosing Party's benefit and use; (iii) not directly or indirectly sell, alienate, transfer, assign, disclose, disseminate or divulge the disclosing Party's Confidential Information to any person or entity (including employees of the receiving Party who do not need to know the Confidential Information in order for the receiving Party to fulfill its obligations under this Agreement) without the disclosing Party's prior written permission; (iv) not directly or indirectly use the disclosing Party's Confidential Information for the benefit of any individual, business, profession, partnership, corporation, joint venture, limited liability company or other endeavor including itself, nor in any way utilize or exploit any of the disclosing Party's Confidential Information commercially, nor prepare any derivative work from or predicated on any Confidential Information of the disclosing Party; and (v) not reproduce, copy, or duplicate any Confidential Information of the disclosing Party under any circumstances. The foregoing shall not apply to information that: (a) was previously known to receiving Party free of any obligation to keep confidential; (b) is or becomes part of the public domain without breach of this Agreement; (c) is received

from a third party as a matter of legal right; (d) is approved for public release by written authorization of an authorized representative of the disclosing Party; or (e) is required to be disclosed by any law, regulation, order of a court, regulatory agency or other authority of competent jurisdiction, or other legal process.

**6. Content Changes.** CompTIA retains the right to modify the Software and the Licensed Materials. If CompTIA believes, in its sole discretion, that the modifications could produce a different learning outcome or alter the location or availability of Software, CompTIA will provide Licensee with at least ninety (90) days' notice of such proposed modifications. Should Licensee determine that such modification is not suitable for Licensee's use, Licensee shall have the right to terminate this Agreement per Section 7 of this Agreement and CompTIA shall issue Licensee a credit for any licenses that were never activated.

## **7. Term and Termination.**

(a) Term & Termination. The term of this Agreement shall commence on the Effective Date and shall continue in effect from year to year thereafter, unless (a) terminated by CompTIA at any time, with or without cause, upon written notice to Licensee at the mailing or email address provided on the cover page hereof; or (b) terminated by Licensee, with or without cause, by providing ten (10) days' written notice to CompTIA's legal department at [legal@comptia.org](mailto:legal@comptia.org), with a copy to Licensee's designated relationship manager.

(b) Effect of Expiration or Termination. Upon the termination of this Agreement, the license(s) granted hereunder will also terminate. Licensee shall cease using and delete, destroy, or return all copies of the Software and Licensed Materials and certify in writing to CompTIA that the Software and Licensed Materials have been deleted or destroyed. No expiration or termination will affect Licensee's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.

(c) Survival. All provisions of this Agreement, which by their nature contemplate survival beyond termination of this Agreement shall survive such termination,

including without limitation accrued rights to payment, confidentiality, warranties, disclaimers, and limitations and exclusions of liability.

**8. Information Security Requirements.** Each Party will establish, maintain, and implement an information security program, including appropriate administrative, technical, and physical safeguards, that is designed to (i) ensure the security and confidentiality of Confidential Information; (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) protect against unauthorized access to or use of such Confidential Information. Each Party will use the same degree of care in protecting the Confidential Information of the other Party against unauthorized disclosure as it accords to its own Confidential Information, but in no event less than a reasonable standard of care.

**9. Disclaimer of Warranties.** LICENSEE EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT LICENSEE'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, ACCURACY, EFFORT AND PERFORMANCE OF THE SOFTWARE IS WITH THE LICENSEE. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPTIA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, MEDIA AND ANY OTHER SERVICES AND MATERIALS PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO LICENSEE, BUT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**10. Limitations on Liability.** IN NO EVENT WILL COMPTIA BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR

EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER COMPTIA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, COMPTIA'S AGGREGATE LIABILITY SHALL BE LIMITED TO 1) THE MAXIMUM EXTENT PERMITTED BY LAW, OR 2) THE TOTAL AMOUNTS PAID TO COMPTIA UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS LOWER. COMPTIA DOES NOT REPRESENT OR GUARANTEE THAT THE SOFTWARE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND COMPTIA HEREBY DISCLAIMS ANY LIABILITY RELATING THERETO.

## **11. Indemnification.**

### **(a) CompTIA Indemnification.**

(i) CompTIA agrees to indemnify, defend, and hold harmless Licensee and its officers, directors, agents, affiliates, and employees from and against all losses incurred by Licensee resulting from any third-party claim, suit, action or proceeding (a "**Third Party Claim**") that the Software or Licensed Materials, or any use of the Software or Licensed Materials in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Licensee promptly notifies CompTIA in writing of the claim, cooperates with CompTIA, and allows CompTIA sole authority to control the defense and settlement of such claim.

(ii) In the event CompTIA provides any Services, CompTIA agrees to indemnify, defend, and hold harmless Licensee and its officers, directors, agents, affiliates, and employees from and against any and all third-party claims, suits, demands, causes of action, liabilities and expenses (including reasonable attorneys' fees and costs of defense) that arise as a result of or in connection with: (i) damage or loss to persons or property when Services are performed at a location controlled by the Licensee, provided that such damage or loss is a result of CompTIA's negligence or willful misconduct; (ii) any claim that the Services infringes upon the rights of a third party, including the intellectual property rights of such party; and (iv) any breach of its obligations contained in Section 5.

(iii) If such a Third-Party Claim is made or appears possible, Licensee agrees to permit CompTIA, at CompTIA's sole discretion, to: (A) modify or replace the Software or Licensed Materials, or component or part thereof, to make it non-infringing; or (B) obtain the right for Licensee to continue use. If CompTIA determines that none of these alternatives is reasonably available, CompTIA may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Licensee.

(iv) This Section 11(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Software in combination with data, software, hardware, equipment, or technology not provided by CompTIA or authorized by CompTIA in writing; or (B) modifications to the Software not made by CompTIA.

**(b) Licensee Indemnification**

(i) Licensee hereby agrees to defend, indemnify, and hold harmless CompTIA, its parents, subsidiaries, affiliates, and their respective directors, officers, employees and agents from and against any and all third-party claims, suits, demands, causes of action, liabilities and expenses (including reasonable attorneys' fees and costs of defense) that arise as a result of or in connection with: (i) damage or loss to persons or property when Services are performed at a location controlled by the Licensee, provided that such damage or loss is a result of Licensee's negligence or willful misconduct; (ii) any claim that the use of the Services by Licensee infringes upon the rights of a third party, including the intellectual property rights of such party; and (v) any breach of its obligations

contained in Section 5.

(ii) This indemnification provision does not apply to any government institutions.

**12. Release.** Licensee and its Authorized Users release and waive all claims against CompTIA, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing (the "Provider Group"), from any and all claims, damages, liabilities, costs and expenses arising out of Licensee or its Authorized Users' use of the Software and the Documentation. California residents waive any rights they may have under § 1542 of the California Civil Code, which reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Licensee and its Authorized Users agree to release unknown claims and waive all available rights under California Civil Code § 1542 or under any other statute or common law principle of similar effect. To the extent permitted by applicable law, this release covers all such claims regardless of the negligence of the Provider Group.

**13. Miscellaneous.**

(a) **Entire Agreement.** This Agreement, including any document incorporated herein by reference, contains the entire understanding between the Parties regarding the subject matter hereof, supersedes all prior or contemporaneous understandings and agreements regarding the subject matter hereof. Any use of Licensee's pre-printed forms, such as purchase orders, are for convenience only, and any terms and conditions therein that are in addition to, inconsistent with, or different than the terms of this Agreement (including the Exhibits hereto) shall be given no force or effect.

(b) **Notices.** All notices concerning this Agreement shall be given in writing, as follows: (i) by actual delivery of the notice into the hands of the Party entitled to receive it; (ii) by mailing such notice by registered or certified mail, return receipt requested; (iii) by email so long as receipt is confirmed by recipient; or (iv) by Federal Express, UPS, DHL or any other overnight carrier. All notices that concern

this engagement shall be addressed as set forth on the first page of this Agreement. Electronic notices to CompTIA shall be sent to [legal@comptia.org](mailto:legal@comptia.org).

(c) Force Majeure. In no event shall CompTIA be liable to Licensee for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond CompTIA's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo (a "**Force Majeure Event**"). In the event of any failure or delay caused by a Force Majeure Event, CompTIA shall give prompt written notice to Licensee stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

(d) Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(e) Amendment and Modification; Waiver. From time to time, CompTIA may update or modify this Agreement, provided that: (a) the change and modification applies to all customers generally, and are not targeted to any particular customer or partner; (b) no such change will override or supersede Paragraph 10 (Limitation of Liability); (c) no such change or modification will materially reduce the security protections or overall functionality of the Software; and (d) any such change or modification will apply only prospectively, and will not apply to any breach or dispute that arose between the parties prior to the effective date of the change or modification. Unless otherwise noted by CompTIA, such amendment becomes effective ten (10) days after CompTIA provides notice to you of such amendment. CompTIA may provide such notice by posting an amended Agreement on <https://comptia.org/legal/> and the links referenced therein. Changes required by any applicable laws will be effective immediately. Licensee's continued use of the Software after the amendment takes

effect may be relied upon by CompTIA as Licensee's consent to the amendment. Except as stated in this Section 13(e), no modification of, amendment to, or waiver of any rights under the Agreement will be effective unless in writing and signed by an authorized signatory of each CompTIA and Licensee.

(f) Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, then such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Governing Law; Submission to Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Illinois, without reference to any conflicts of laws principles that would cause the application of the laws of any other jurisdiction.

(h) No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Assignment. Licensee may not assign this Agreement without Company's prior written consent.

(j) Export Regulation. The Software and Licensed Materials may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

(k) Counterparts; Electronic Execution and Delivery. The Parties may execute and/or transmit the Agreement (including the Exhibits) by electronic means, in one or more

counterparts, which together shall be deemed to be one and the same original instrument.

**Prior Versions:**

- Published January 10, 2025
- Published August 21, 2023
- Published September 25, 2023
- Published December 7, 2023

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## Learning Products Data Retention Information

Unless otherwise agreed to with CompTIA, effective April 30, 2024, CompTIA shall delete the following types of records from the learning platform after approximately 7 years: user data, data related to classes, and institution data. Note this approach does not apply to CompTIA's certification exam data. Records related to learning products, courses, and content will be deleted from CompTIA's learning platform approximately 18 months following a course's retirement date. Notwithstanding, CompTIA may maintain de-identified and anonymized learning data for longer periods of time for analysis purposes.

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## CompTIA Voucher Terms & Conditions

**All CompTIA voucher purchases are final. Please make sure that you have selected the correct exam, correct testing center, correct country and the correct number of vouchers.**

**Voucher Terms and Conditions:**

- You may not return, refund, or exchange voucher purchases.
- Vouchers are non-transferable between CompTIA Test Service Providers.
- You must register and take your exam prior to the voucher expiration date.
- All vouchers, including any with free retakes, are valid for the time period indicated on the voucher.
- Certification exam retirement dates supersede voucher expiration dates.
- CompTIA may retire certifications and corresponding exams prior to voucher expiration dates. Once a certification exam has retired, vouchers for that exam are no longer valid.
- Vouchers are exam series specific, and in some cases, exam code specific.
- One voucher is applicable towards one exam (see free retake terms and conditions below).
- Voucher expiration dates cannot be extended.
- Vouchers are country and currency specific.
- CompTIA and its authorized Test Service Providers are not responsible for lost or stolen vouchers.
- CompTIA is not responsible for vouchers obtained through unauthorized resellers or by fraudulent means.
- CompTIA will not replace or refund any voucher that is found to be fraudulent or previously used.
- Vouchers cannot be redeemed for cash or credit.

- Vouchers may not be resold.
- View all [CompTIA Voucher terms & conditions](#)

**Any vouchers that are purchased from an unauthorized seller, resold, or transferred in violation of these voucher terms and conditions may be voided by CompTIA at its sole discretion without refunds.**

## Scheduling Your Exam:

- You will receive a confirmation email for your exam appointment time.
- Please contact Pearson VUE immediately if you do not receive your confirmation email.
- You must reschedule your exam a minimum of 24 hours prior to your appointment.
- Rescheduling an exam less than 24 hours prior to your appointment or failure to appear for your appointment will result in the forfeiture of your exam fee.

## Special Retake Vouchers:

- You must first take and not pass the exam in order to activate the retake option.

If you do not take your exam, the voucher is voided and the retake option is forfeited.

Special retake vouchers are exam specific and cannot be redeemed for other versions of the same exam.

## Exam Discounts, Vouchers and Promotional Codes

CompTIA recommends that vouchers be purchased directly through the CompTIA Store ([www.comptiastore.com](http://www.comptiastore.com)), directly from CompTIA through a sales representative, or from a CompTIA Authorized Partner. Individuals who use any

unauthorized discount or promotional code may have their exam results invalidated and may be subject to additional penalties, up to and including a lifetime ban on all future exams and the nullification of all previous CompTIA certifications. CompTIA will not replace any voucher that is found to be fraudulent or used.

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## Using CompTIA Trademarks

CompTIA and CompTIA's certification program names and logos are CompTIA's registered trademarks. In order to help protect the integrity of our programs, CompTIA asks that those who make reference to our Marks (as defined below) adhere to the following guidelines: The foregoing limitations shall not apply to: (a) liability for infringement of a third party's intellectual property rights; (b) claims arising from breach of confidentiality obligations; and (c) amounts due under this Agreement and any Work Order hereunder.

### **Trademark Usage and Style Guide for use on the Web and in Print Materials**

The parameters for use of any CompTIA Marks are as follows:

- Any CompTIA logo must be accurately shown in proportion and orientation. Distorting or rotating the logo is not permitted.
- Any CompTIA logo must not be incorporated into any other mark or symbol. It may not be used as a border on or around any item.
- You may not use a CompTIA logo as part of either your name or your company's name.
- The name of any CompTIA certification must not be without the word "CompTIA". For example: CompTIA A+ certified, NOT A+ certified; CompTIA Network+ certification, NOT Network+ certification.
- No CompTIA Logo or Trademark may be used as a domain name or as a part of a domain name.
- You may not use CompTIA's trademarks to promote any products or services not created by CompTIA.

<b>DON'Ts</b>	<b>DOs</b>
<i>(Likely does not qualify as fair use)</i>	<i>(Likely qualifies as fair use)</i>

**DON'T** make statements suggesting that you are affiliated with or endorsed by CompTIA or its products or services.

**For example, DON'T say:** "We are an authorized partner so CompTIA approves our training program."

**DO** factually describe the origin of your product or service, or how it was developed.

**For example, DO say:** "The training materials used in this course are developed by CompTIA."

"This training program is aligned with the objectives validated by CompTIA [certification name]."

**DON'T** name or promote your product using the Trademarks in a misleading way.

**For example, DON'T name your training course:** "CompTIA A+ Certification"

**DO** make true, accurate, and non-misleading statements for educational purposes.

**For example, DO say:** "As an industry partner of CompTIA, we promote CompTIA developed resources and tools to our audience."

**DON'T** make misleading or untrue statements with the Trademarks.

**For example, DON'T say:** "The complete CompTIA certifications bundle is on sale for only \$69."

**DO** factually describe how your product or services interact with CompTIA's products or services.

**For example, DO say:** "We create our own training materials and courses to help students prepare for the CompTIA A+ certification."

## **Who Can Use CompTIA Logos**

How you use any CompTIA logo reflects both on our association and your organization. Only authorized users can use or display a CompTIA logo and your use is subject to these terms.

## **Who is an Authorized User?**

To be considered an "authorized user" an individual or company must qualify under one or more of the following categories:

**CompTIA Corporate Members** - A company that has met the necessary qualifications to be recognized by CompTIA as a corporate member in good standing. Authorized users in this category may use the CompTIA corporate logo to indicate their corporate membership for business purposes. This includes company website, advertisements and letterhead.

**CompTIA Certified Individuals** - An individual who has satisfied one of CompTIA's certification test objectives that were in effect at the time that he or she was tested. Authorized users in this category may use the appropriate certified logo for personalized purposes. This includes business cards, correspondence, letterhead and resumes.

**CompTIA Delivery Partners** – CompTIA's Delivery Partner Program is intended for professional training organizations that deliver training in CompTIA certifications. CompTIA Delivery Partners may use the appropriate delivery partner logo for business purposes, including website, advertisements, and letter head.

**CompTIA Academic Partners** – CompTIA's Academic Partner Program is intended for schools, not-for-profits, job corps centers and correctional facilities. CompTIA Academic Partners may use the appropriate academic partner logo for business purposes, including website, advertisements, and letter head.

## **Terms of Use**

The authorized user only may use the Marks with respect to the activities within the scope of its qualification as an authorized user that meet all of CompTIA's applicable standards or requirements with respect to quality, service and method of operation,

or otherwise only in the form and manner CompTIA prescribes in writing. If an authorized user becomes disqualified, they shall immediately cease using all Marks and Mark-bearing promotional materials. Thereafter, they shall no longer use in any manner whatsoever any of the Marks.

The authorized user must comply with all trademark, trade name and service mark notice marking requirements of CompTIA, including, without limitation, affixing "SM," "TM," or "®," adjacent to all Marks in any and all uses thereof. The use of any additional words with any of the Marks must have CompTIA's prior written consent. The authorized user shall promptly cease and desist use or publication of any such materials to which CompTIA shall from time to time object.

The authorized user acknowledges, and will not contest, CompTIA's exclusive ownership of any of CompTIA's trade names, service marks and trademarks, and all logos and derivations thereof, and all names and Marks licensed to CompTIA ("Marks"). In addition, the authorized user acknowledges that it lacks and will not acquire any right to use the Marks other than as specifically set forth in this Agreement. All uses of the Marks by the authorized user shall automatically inure to the benefit of and become the property of CompTIA. The authorized user shall not register any Mark or use any Mark in its legal or trade name. Further, the authorized user acknowledges, and will not contest, CompTIA's exclusive ownership of the Marks or the Information, including, without limitation, all sales literature, certification and examination information and business processes.

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## Modern Slavery Act Statement

### Scope

This statement is made pursuant to Section 54 of the Modern Slavery Act 2015 (the Act) and sets out the steps which CompTIA, Inc. (CompTIA) has taken during the financial year ending 31 December 2020 and has planned for 2021 to ensure that slavery and human trafficking is not taking place in any of its supply chains and in any part of its own business. This statement is made on behalf of CompTIA Inc.

## Organisation's structure and business

CompTIA is a leading trade association for the global information technology sector, covering an estimated 75 million industry and tech professionals who design, implement, manage and safeguard the technology that powers the world's economy.

Through education, training, certifications, philanthropy and market research, CompTIA promotes industry growth; the development of a highly-skilled workforce and a commitment to creating an environment where innovation happens and the opportunities and benefits made possible through technology are available to all.

We are a vendor-neutral, independent source of information on a wide range of technology topics, including cybersecurity; education, training and certification of the global tech workforce; new and emerging technologies; legislation and policies affecting the industry and workforce data, development and trends.

Our membership and certification holders span the full range of technology companies from established Fortune 500 leaders to small and medium-sized tech businesses that help customers solve real business problems around the world; and emerging tech-service innovators that support the implementation and management of the latest technology solutions.

We routinely engage with individual technology professionals as the largest vendor-neutral credentialing program for technology workers. CompTIA has awarded more than 2.5 million certifications in areas such as cybersecurity, networking, cloud computing and technical support.

CompTIA also maintains a robust partner program around the world with thousands of academic institutions, not-for-profits, job corps centres and other organizations. Together we are educating, training and certifying new generations of technology workers.

## Suppliers

CompTIA's suppliers consist mainly of individual business partners (contracted directly) who support the delivery of training programmes and certification, for

example, through hosting and e-book platforms as well as examination and testing centres. CompTIA does not use recruitment agents. It performs background checks on individual contractors prior to contracting.

CompTIA utilises Pearson VUE as its sole supplier of examination and testing centres. CompTIA notes the due diligence and risk assessment included in Pearson's Modern Slavery Statement as a feature of its indirect supply chain.

## Policies

CompTIA is committed to putting in place adequate policies and procedures to mitigate the risk of slavery or human trafficking in any part of our business or supply chain.

CompTIA operates in accordance with all applicable employment laws wherever it operates.

## Whistleblowing

CompTIA operates a whistleblowing hotline to which concerns about modern slavery and human trafficking can be reported.

## Due Diligence and risk management

CompTIA is integrating modern slavery diligence and risk management procedures into its approach to enterprise risk management. This includes:

- modern slavery risk in business partner selection and onboarding;
- contractual clauses in template services and business partner agreements;
- modern slavery risk assessments in contract management and renewal processes;
- key performance indicators to measure the effectiveness of the steps taken to mitigate the risk of modern slavery in our business and supply chain; and
- facilitating access to whistleblowing mechanisms for modern slavery risk notification;

## Training

CompTIA is working with an external service provider to develop and deliver modern slavery training to key personnel.

This statement was approved by the Board of Directors of CompTIA Inc.

**Dated: August 2021**

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## CompTIA COPPA Statement

CompTIA uses a variety of applications and web-based tools to facilitate student learning. The use of these tools by students under the age of 13 years is governed by the Children's Online Privacy Protection Act (COPPA), enacted in 1998, with amendments effective as of July 1, 2003.

COPPA's intent is to safeguard a student's personal information while accessing online services and websites designed for students under the age of 13 where personal information is collected.

This notice describes how CompTIA collects, uses, and discloses personal information from our students under the age of 13. For more information on how CompTIA collects, uses, and discloses information, generally, please visit CompTIA's Privacy Policy at <https://www.comptia.org/legal>. For more information on COPPA, please visit the FTC's Children's Privacy [page](#).

### Parent/Guardian Consent

CompTIA requires a parent or legal guardian to consent to the collection, use, and disclosure of your child's personal information. CompTIA will not collect, use, or disclose personal information of children under the age of 13 without the express consent of the child's parent(s) or legal guardian(s) consent.

### Notice to Parents/Guardians

CompTIA's statement describes our processes for collecting, using, and disclosing the personal information of children under the age of 13. If you have any further questions about CompTIA's policies or this statement, please email [privacy@comptia.org](mailto:privacy@comptia.org)

## Notice to Children

If you are under the age of 13 and want to participate in a CompTIA program, class, or event, your parent or legal guardian must consent to your participation in the program, class, or event.

## Reviewing Information, Revoking Consent, and Deleting Information.

If you would like to review any information about your child, please contact the program director of the program, class, or event your child participated in. If at any time you wish to revoke consent and/or have CompTIA remove your child's personal information, please email [privacy@comptia.org](mailto:privacy@comptia.org).

## Revoking Consent and Deleting Information

At any time, a parent or guardian may revoke consent and notify CompTIA to immediately remove your child's information from its systems. To revoke consent, please email [privacy@comptia.org](mailto:privacy@comptia.org)

## Information We Collect

The personally identifiable information that CompTIA collects about its students includes first name, last name, email address (if available), and participating school or cohort.

## How We Use the Information

CompTIA uses your child's information to register them for online training courses and to ensure appropriate content and safety for all students. Staff uses this information for educational purposes and to send parents, guardians, and students' information about the courses.

CompTIA does not share or distribute any personally identifiable information about participants or their families with external organizations.

**April 11, 2023**

**Effective Date: April 11, 2023**