

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (“**Agreement**”) is made and entered into this ____ day of ____, 2012, by and between CompTIA Certifications, LLC (“**CompTIA**”) and [Click here to enter text.](#) (“**Contracting Party**”)

A. CompTIA administers certification examinations. Contracting Party desires to conduct an internal research study utilizing CompTIA candidate certification examination data (“**Authorized Purpose**”).

B. Prior to and as a condition of CompTIA disclosing such examination results to Contracting Party, CompTIA requires that Contracting Party agree to the terms and conditions set forth in this Agreement. Contracting Party hereby agrees to the terms and conditions of this Agreement.

In consideration of the above and the mutual promises set forth below, the parties agree as follows:

1. **Representations and Warranties; Covenants.** Contracting Party represents and warrants, after due investigation and inquiry, that: (1) disclosure of CompTIA candidate examination results to Contracting Party does not violate any applicable law, regulation or other stipulation of any authorized agency or governmental authority and Contracting Party is authorized to receive such examination results for the Authorized Purpose; (2) Contracting Party is authorized to enter into this Agreement and perform as agreed and that doing so is authorized under specific statutes and/or Contracting Party regulations; (3) this Agreement is enforceable against Contracting Party under applicable law and that Contracting Party will not invoke any argument, including but not limited to sovereign immunity, to prevent the enforcement of this Agreement as written. Contracting Party further agrees as follows: (a) No personally identifiable information of students or parents will be disclosed to any third party and will not be used for any purpose outside of the Authorized Purpose; and (b) All candidate information will be destroyed and Contracting Party will certify such destruction to CompTIA promptly following completion of the Authorized Purpose.

2. **Indemnification.** Contracting Party agrees to indemnify, protect, defend and save and hold harmless CompTIA and its respective affiliates, agents, employees, officers, directors, staff or independent representatives (including, without limitation, Prometric and Pearson VUE) (collectively, the “**Indemnified Parties**”) and their successors in interest, heirs, executors, administrators and assigns from any and all potential, known or unknown, alleged and/or actual claims, liabilities, demands, actions, lawsuits, causes of action, damages, costs or expenses, including attorney’s fees, for or arising out of, any potential, known or unknown, alleged and/or actual personal injuries, death, property damages and for any incidental, consequential, actual, special, or punitive damages claimed and/or imposed, adjudged or awarded therefrom to any persons or CompTIA arising out of any breach of the representations and warranties set forth in Section 1 above. Said indemnification and duties to protect, defend, and save and hold harmless the Indemnified Parties by Contracting Party set forth in this Section 2 shall extend to and shall, as the case requires, bind Contracting Party and all of its successors in interest and assigns with regard to any and all of the representations and warranties set forth in this Agreement. All costs and expenses incurred as a result of claims covered under this Section 2 will be paid immediately by Contracting Party on an ongoing basis until the claim or claims are resolved.

3. **Suspension of Disclosure.** If any claims are made or threatened against CompTIA with respect to the disclosure of examination results to Contracting Party or if CompTIA believes that the enforceability of this Agreement is in question or if laws or regulations are enacted which affect the subject matter of this Agreement, CompTIA, in its sole discretion, may immediately suspend or cease the provision of examination test results to Contracting Party. Doing so will not affect any other agreement that CompTIA and Contracting Party may have in place for the purchase and distribution of certification examinations.

4. **Severability.** If a court of competent jurisdiction rules that any one or more of this Agreement’s provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Agreement’s other provisions, and such unenforceable provision will be amended and reformed to an enforceable provision that most closely reflects the intent of the unenforceable provision.

5. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the domestic laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois. The parties shall submit all disputes which arise under this Agreement to state or federal courts located solely in the City of Chicago, Illinois for resolution. The parties acknowledge that the aforesaid courts have exclusive jurisdiction over this Agreement, and specifically waive any claims they may have which involve jurisdiction or venue. Contracting Party expressly represents and warrants to CompTIA that it understands the jurisdictional and related issues set forth in this Section 5 and acknowledges that this Section 5 forms an integral and essential part of this Agreement relied upon by CompTIA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above. The signatory below represents and warrants that they have the authority to execute this Agreement on behalf of Contracting Party and the State of Illinois.

[Click here to enter text.](#)

CompTIA Certifications, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____