

**PACKETEER, INC.
CERTIFICATION PROGRAM AND LOGO USAGE AGREEMENT**

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS CERTIFICATION PROGRAM AND LOGO USAGE AGREEMENT, PLEASE INDICATE THIS BY SIGNING THE DOCUMENT AND RETURNING TO PACKETEER:

By mail to: Training Services, Packeteer, Inc. 10201 N. De Anza Blvd., Cupertino, CA 95014

By fax to: Training Services - +1 (408) 873 4492

BY NOT AGREEING TO THE TERMS AND CONDITIONS YOUR CERTIFICATION WILL NOT BE VALIDATED AND YOU SHALL NOT BE PERMITTED TO USE THE PACKETEER CERTIFICATION PROGRAM LOGOS.

This Certification Program and Logo Usage Agreement (the “Agreement”) is entered into as of the date of your acceptance (the “Effective Date”) by and between you and Packeteer, Inc. (“Packeteer”). In consideration of the mutual covenants and promises contained herein, you and Packeteer agree as follows:

1. DEFINITIONS

1.1 “Logos” mean the marks and logos including but not limited to, “Packeteer Certified Expert”, “PCE” and any other marks added to the Program.

1.2 “Packeteer Certified Expert” means an individual who has successfully met the requirements for certification as set forth in Section 2.

1.3 “Program(s)” means the certification programs offered by Packeteer under this Agreement.

2. CERTIFICATION

2.1 Certification Requirements. To become a Packeteer Certified Expert, you must meet the minimum requirements of the relevant Program, including achieving passing scores on required examinations. If you meet these requirements you will receive a certificate from Packeteer signifying your accomplishment. The Program description, including training recommendations, and recertification requirements, are available on the Packeteer website at <http://www.packeteer.com/university/certification/>. Packeteer reserves the right to change the Program(s), at any time, without cause or notice. Such changes may include, without limitation: adding or deleting available certifications and modifying certification requirements, recommended training courses, testing objectives, outlines and exams. You agree to meet the Program requirements, as changed, as a condition of obtaining and maintaining your certification.

2.2 Certification Revocation. Packeteer may at its sole discretion revoke any and all certifications you may have earned, and permanently ban you from earning future certifications, under any of the following circumstances:

- a) If you fail to comply with recertification requirements;
- b) If you breach the terms and conditions of this Agreement; or
- c) If Packeteer determines, in its sole discretion, that you have undertaken or participated in any action that compromises the integrity and confidentiality of an examination or the Program.

2.3 Employer Notification. Some of Packeteer’s partner programs require that such partners employ a minimum number of Packeteer Certified Expert employees. For this reason, the revocation of any certification may result in loss of partner benefits to such employers. You agree that if Packeteer revokes your certification pursuant to Section 2.2 or 5.3 below, Packeteer shall have the right to notify your employer and respond to any inquiry by your employer about changes in your certification status.

2.4 Certification of Minors. If you are under the age of 18 you are not eligible for certification.

3. TRADEMARK AND SERVICE MARK LICENSES AND OWNERSHIP OF INTELLECTUAL PROPERTY

3.1 Trademark and Service Mark Licenses. Subject to the terms and conditions of this Agreement and the Packeteer Certification Program Logo Usage Guidelines set forth in Exhibit A and incorporated by reference herein, Packeteer hereby grants the undersigned, a limited, non-exclusive, non-sublicensable and non-transferable license to use the Logos solely in connection with publicizing that you have met the criteria described herein for certification. You may use such Logos on your business card for the limited purpose of communicating that you are certified in the Program. You shall at no time use such Logos to mislead, misrepresent, imply or suggest that (i) you have attained a

level of certification which you have not met the certification requirements; (ii) Packeteer endorses or recommends the services provided by you, or by your employer; (iii) Packeteer and you have entered into a joint venture, partnership, or any other relationship other than that described in this Agreement; or (iv) in conjunction or affiliation with any training activity or to promote your qualifications or any entity providing training or like services or that you have the competence or skill to teach. You shall take all reasonable efforts to prevent your employer, if any, from using the Logos in its advertising and promotion of your employer.

3.2 Intellectual Property Ownership. Packeteer retains all rights, title and interest in and to all information, content, data, exams, materials and all copyrights, patent rights, trademark rights and other proprietary rights thereto provided by it pursuant to this Agreement. All rights not expressly granted hereunder by Packeteer are expressly reserved to Packeteer.

3.3 You hereby acknowledge and agree that, (i) Packeteer's Logos are owned solely and exclusively by Packeteer, (ii) except as set forth herein, you have no rights in or to Packeteer's Logos and (iii) all goodwill arising out of your use of Packeteer's Logos shall inure to the benefit of Packeteer. You will not, at any time during or after this Agreement, register or attempt to register Packeteer's Logos (or any mark confusingly similar thereto), or claim any interest in, contest the use of, or otherwise adversely affect the validity of any of Packeteer's Logos anywhere in the world (including, without limitation any act or assistance to any act, which may infringe or lead to the infringement of any such Logos). In addition, you will not engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and/or reputation of any of Packeteer's Logos anywhere in the world.

4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP

4.1 Confidentiality. You agree that the contents of the exam are confidential and that the disclosure of that information could compromise the integrity of the Program and certifications. Packeteer makes exams available to you solely to test your knowledge of the exam subject matter for which you seek certification. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any exam and any related information including, without limitation, questions, answers, worksheets, computations, drawings, diagrams, length or number of exam segments or questions, or any communication, including oral communication regarding or related to the exam (known collectively as "Proprietary Information"), in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose, without the prior express written permission of Packeteer.

4.2 Intellectual Property Ownership. Packeteer retains all rights, title and interest in and to all Program and related information, content, data, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein. All rights not expressly granted by Packeteer to you are expressly reserved to Packeteer.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement is perpetual.

5.2 Termination for Convenience. Either you or Packeteer may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other.

5.3 Termination By Packeteer. Packeteer may, in its sole discretion, terminate this Agreement at any time if you breach any of the material terms of this Agreement, or if you violate or fail to meet any Program requirements, including but not limited to the following: (i) you breach of this Agreement; (ii) your misrepresentation of your certification; (iii) in Packeteer's opinion, the existence of adverse publicity regarding you, your employer or Packeteer arising out of, or in connection with, the provision of computer network-related services by the you; (iv) your use of the Logos in a manner that Packeteer believes would potentially injure Packeteer's reputation; (v) your failure to comply with the continuing education and/or recertification requirements associated with the Program, if any, issued by Packeteer from time to time which are necessary to maintain your certification under this Agreement; (vi) use of the Logos by your employer in its general advertising and promotion; (vii) you misrepresent your age; or (viii) use of Certification Logos that claim certified status in circumstances where you have not passed the appropriate Packeteer exam(s) and received authorization from Packeteer to use the Certification Logos. In addition to Packeteer's termination rights pursuant to this Agreement, you may suffer any or all of the following: (a) loss of all certifications currently held; (b) permanent prohibition from obtaining any Packeteer Programs in the future; and (c) notification describing Packeteer's action to your employer.

5.4 Notice. Packeteer will provide you written notice of termination at your last known address. Termination shall be effective as of the date set forth in the notice. Packeteer, without waiving its right to immediately terminate this Agreement, may provide you with thirty (30) days to correct any default. If Packeteer permits such a cure period, your failure to cure any default within the cure period shall automatically cause the termination of this Agreement without further notice.

5.5 Effect of Termination. Upon the termination of this Agreement, you shall immediately cease use of the Logos and shall cease to represent yourself as a Packeteer Certified Expert.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL PACKETEER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF PACKETEER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

7. PRIVACY AND DELIVERY OF CERTIFICATION INFORMATION TO THIRD PARTIES

Packeteer is a global company and may share your personal information with other Packeteer offices or affiliates in the country in which you reside and in other countries. To share your personal information, Packeteer may transfer your information outside the European Union. All parties with which Packeteer shares your personal information are governed by this Agreement or are bound by appropriate confidentiality agreements.

Your personal information is never shared outside Packeteer without your permission, except under the following conditions:

Packeteer often receives requests from third parties, particularly employers, to verify an individual's certification status. Packeteer may, but has no obligation to, provide such information about your certification status to others. In such situations, Packeteer will provide the information in its possession and will depend on you to periodically verify that such information is correct. Packeteer shall have no liability for providing incorrect information to third parties in response to a proper request to verify your certification status. Such processing may include transfer of information outside the European Union.

8. ASSIGNMENTS

You may not assign any rights, licenses or obligations received under this Agreement to anyone. Any attempted assignment in violation of this Agreement shall be null and void and without effect.

9. MISCELLANEOUS

9.1 Waiver and Modification. You waive any right to challenge the validity and enforceability of this Agreement on the grounds that it was transmitted and entered into electronically. You agree that entering into the Agreement electronically is equivalent to signing the Agreement. Failure by either of us to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by both you and Packeteer.

9.2 Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.

9.3 Survival. Sections 4, 6 and 9 shall survive termination of this Agreement.

9.4 Controlling Law and Jurisdiction.

This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of California and the United States, without regard to its conflicts of laws provisions. Unless otherwise waived by Packeteer at its sole discretion, the exclusive jurisdiction and venue of any action arising out of or relating to this Agreement shall be the Superior Court of California for the County of Santa Clara or the United States District Court for the Northern District of California. Both you and Packeteer submit to the exclusive jurisdiction and venue of such courts for the purpose of any such action, and specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

9.5 Entire Agreement. This Agreement constitutes the entire agreement between you and Packeteer with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

9.6 Notices. All notices sent or required to be sent shall be in writing or by e-mail to the other party at address for the other party set forth in this Agreement, or such other address as is provided in writing or via e-mail to the other. It shall be your sole responsibility to ensure that Packeteer has a current address for you.

Packeteer reserves the right to use any all technologies and methods for verifying the identity of candidates. Such technology may include, without limitation, personally identifiable information, challenge questions, identification numbers, photographic information, and other measures to protect against fraud and abuse.

YOU HEREBY REPRESENT TO PACKETEER THAT YOU: (1) HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; AND (2) ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND ACKNOWLEDGE THAT PACKETEER IS RELYING UPON SUCH REPRESENTATIONS IN GRANTING THE CERTIFICATION.

Signature: _____ Date: _____

Please Print Clearly. Illegible Agreements will delay your certification.

Print Legal Name: _____ E-mail: _____

Address: _____ City, State: _____

Country: _____ Postal Code: _____

Phone: _____ Fax: _____

EXHIBIT A – PACKETEER CERTIFICATION PROGRAM LOGO USAGE GUIDELINES

We've created these guidelines to assist you in your use of the Packeteer Certification Program Logos ("Logos"). Please review the following carefully. Except as expressly authorized in writing by Packeteer, Inc., you may only use the Logos provided and in compliance with these requirements and for which you have achieved the right to use. You must have completed a Packeteer Certification Program and Logo Usage Agreement ("Agreement") in order to use these Logos. The terms described herein are in addition to all other terms and conditions of your signed Agreement. Any use of the Logos indicates your agreement to comply with these guidelines.

1. The Value of the Packeteer Certification Program

In order to protect the value of the Packeteer certification program, it is very important the Logo be used appropriately and only by the individuals who have earned the right to do so. Since this is a certification of an *individual*, the Logos should not be used to promote a company or any other entity in such a way that might create confusion around the certification status of other individuals within that company or entity.

2. The Packeteer Certification Program Logos

Camera-ready or soft-copy art provided by Packeteer should be used when reproducing the Logos. You may not alter these Logos in any manner including size, typeface, proportions, colors, elements or location of any of the text. You may not animate, morph, or otherwise distort their perspective or two-dimensional appearance.

3. How and Where to use the Packeteer Certification Program Logos

The Logos may be used in the following manner:

- 3.1 Do not use the Logos on a patterned background or on one that is too light or too dark for it to read well.
- 3.2 Do not incorporate the Logos into any other mark or graphical element or add any language or design features to the Logos.
- 3.3 Web Pages - The Logos may be used on your personal web site as long as it is directly associated with your name and then only for the level(s) of certification you have achieved. On a web page or as a launch button, the maximum mark size is 43 x 38 pixels. Use only the Logo(s) sent to you by Packeteer.
- 3.4 Business Cards - The Logos may be used on your personal business cards or business cards provided to you by your company, when it is directly associated with your name and only for the certification you have achieved. The minimum size of the mark in any printed materials is 0.3", maximum size 0.35".

4. Where not to use the Packeteer Certification Program Logos

- 4.1 Logos may NOT be used on products or on packaging.
- 4.2 Logos may NOT be used on any printed materials, except business cards as noted above.
- 4.3 Logos may NOT appear on or in connection with any marketing materials.
- 4.4 Logos may NOT appear on any materials that disparage Packeteer, its partners or its products or services, or that infringe upon any Packeteer intellectual property or other rights, or that violate any state, federal or foreign law or regulation.
- 4.5 Logos are NOT to be used in conjunction or affiliation with any training activity or to promote the qualifications of an individual or company providing training or like services.

5. Other Restrictions

The Packeteer company name, any of the Logos or any potentially confusing variations may never be incorporated as part of the name of a product or service of you or your company. You are responsible for the proper use and dissemination of the Logos and you accept the responsibility.

6. Review and Approval Process

You agree to cooperate fully with any request by Packeteer to review any materials reflecting the Logos and to promptly make any changes required by Packeteer to conform to these guidelines.