

VMWARE CERTIFICATION AGREEMENT

PLEASE CAREFULLY READ THE FOLLOWING TERMS UNDER WHICH VMWARE GRANTS PROFESSIONAL CERTIFICATION TO YOU. VMWARE PROVIDES THIS CERTIFICATION TO YOU ONLY IF YOU ACCEPT THE TERMS OF THIS AGREEMENT EITHER BY USING THE CERTIFICATION, REPRESENTING YOURSELF AS CERTIFIED BY VMWARE, OR BY BREAKING THE SEAL OF THE CERTIFICATION WELCOME PACKAGE.

This Agreement is the complete agreement regarding your Certification by VMware. This Agreement replaces any prior oral or written communications between you and VMware.

Certification

Certification means a process documented at:

<http://www.vmware.com/products/services/certification.html> (“Certification Requirements”) whereby you demonstrate competence relating to VMware technology products. Your certification is based on your successful completion of the required testing and requirements described in the Certification Requirements. You acknowledge that VMware has the right to change the requirements for obtaining or maintaining Certification at any time. VMware may require continuing certification requirements. You are responsible for keeping yourself informed of VMware’s continuing certification requirements and for maintaining your certification.

Business Conduct

You agree to conduct your business in a way that does not adversely affect VMware’s reputation or goodwill. You agree not to misrepresent your certification status or your level of skill regarding VMware technology and/or products. VMware may, at its sole discretion, determine whether the services you provide under or in connection with the VMware Certification Logos (as defined below) meet VMware’s standards.

Trademarks

The welcome package contains the certification title(s) and logo(s) that VMware authorizes you to use (the “VMware Certification Marks”). Subject to the terms and conditions of this Agreement, VMware hereby non-exclusively authorizes you to use the VMware Certification Marks solely in connection with providing services for or related to VMware products. You may use the VMware Certification Marks only in accordance with VMware’s published trademark usage guidelines located at http://www.vmware.com/pdf/branding_guidelines.pdf. You agree, at VMware’s request, to change or stop using any advertising or promotional material that misuses, as VMware determines, the VMware Certification Marks. When this Agreement ends, you agree to promptly stop using the VMware Certification Marks. If you do not, you agree to pay any expenses and fees that VMware

incurs in stopping your use of the VMware Certification Marks. You agree not to register or use any mark, uniform resource locator (URL), Internet domain name, or symbol that is confusingly similar to any of the VMware Certification Marks or any other trademark, trade name or service mark of VMware (“VMware Trademarks”). You agree that any goodwill attaching to VMware Certification Marks and VMware Trademarks as a result of your use of such Marks belongs to VMware.

Ownership

No title or ownership of the VMware Certification Marks or of any VMware Trademarks, software, technology or intellectual property of VMware is transferred to you under this Agreement. VMware retains all rights not expressly granted to you under this Agreement.

VMware’s Liability

VMWARE WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES IN CONNECTION WITH YOUR CERTIFICATION OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES, EVEN IF VMWARE IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

Your Liability

In addition to damages for which you are liable under law and the terms of this Agreement, you will indemnify VMware and hold VMware harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims by others made against VMware (a) relating to your conduct under this Agreement or your representation regarding your Certification, (b) relating to your use of the VMware Certification Marks in any manner whatsoever except in the manner expressly authorized under this Agreement, (c) for any personal injury, product liability or other damages relating to your provision of services related to

VMware products or technology or (d) as a result of your relationships with anyone else.

Term and Termination

Certification begins on the date that you complete the Certification Requirements and receive a welcome kit from VMware. Certification remains in effect until this Agreement is terminated. Either party may terminate this Agreement or your certification, with or without cause, on one month's written notice. However, if you materially breach any terms of this Agreement or make any material misrepresentation to VMware, VMware may terminate this Agreement at any time, on written notice. VMware's only obligation is to provide the notice called for in this section, and VMware will not be liable for any claims or losses if VMware terminates this Agreement.

Agreement Modifications

VMware may change this Agreement upon written notice to you. However, these changes are not retroactive. Changes apply as of the effective date VMware specifies in the notice. Any other changes must be in writing and signed by both you and VMware.

General Provisions

Each of you and VMware agree that:

1. You are an independent contractor. Neither you nor VMware is a legal representative or agent of the other.
2. Any terms of this Agreement, which by their nature extend beyond the date this Agreement ends, remain in effect until fulfilled.
3. Each of us will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations.
4. Failure by either of us to insist on strict performance or to exercise a right when entitled, does not prevent either of us from doing so at a later time, either in relation to that default or any subsequent one.

You agree:

1. That certification does not ensure that you will qualify for any particular employment.
2. VMware may require re-certification by you, upon prior written notice.
3. That your rights under this Agreement are not property rights and, therefore, you cannot transfer them to anyone else or encumber them in any way.
4. That you retain your Certification if you leave your current employment and/or begin working with a new organization. However, you may not transfer your Certification to another person.

5. Not to assign, or otherwise transfer, this Agreement or your rights or obligations under this Agreement without VMware's prior written consent. Any attempt to do so is void.

This Agreement is governed by the laws of the State of California and the United States of America, without regard to principles of conflicts of laws. This Agreement and the Certification Requirements are the complete agreement between us regarding your Certification, and replace all prior oral and written agreements relating to your Certification.