

VMWARE CERTIFICATION PROGRAM CANDIDATE AGREEMENT

PLEASE READ CAREFULLY THE FOLLOWING TERMS UNDER WHICH VMWARE GRANTS PROFESSIONAL CERTIFICATION. VMWARE PROVIDES THE CERTIFICATION ONLY IF YOU ACCEPT THE TERMS OF THIS AGREEMENT AND IS DEEMED CONSENT IF YOU REPRESENT YOURSELF AS VMWARE CERTIFIED.

This Agreement is a legal document between the candidate (“you” or “your”) and VMware regarding your participation in the VMware Certification Program (the “Program”) including your access to and use of any Program benefit, VMware Certification credentials, or any VMware Certification logo that VMware makes available to you as part of the Program.

By accessing or using the Program benefit, VMware Certification credentials, or VMware Certification logo, you accept the terms and conditions of this Agreement. If you do not accept this Agreement, do not access or use any Program benefit, VMware Certification credential, or VMware Certification logo.

1. Definitions

- 1.1. "Certification Designation" means the specific Program certification designation granted to you upon successful completion of and compliance with the certification requirements for the applicable solution track or technology as specified in this Agreement.
- 1.2. "Certification Exam" or "Test" means the applicable certification test for the particular solution track or technology certification.
- 1.3. "Certification Requirements" means those requirements specified or referenced in Section 2.1 of this Agreement that you must meet in order to use and maintain the certification designation and use the Logo in accordance with the terms of this Agreement.
- 1.4. "Logo" means the specific Program logo designated for one of the following certification designations you have earned: VMware Certified Associate, VMware Certified Professional, VMware Certified Integration Expert, VMware Certified Design Expert, and/or Master.
- 1.5. "Certification Program Website" means the Program website located at <https://www.vmware.com/certification/>.

2. Certification

- 2.1. Certification Requirements. In order to use a certification designation, you must:
 - Pay the applicable exam fees;
 - Accept the terms and conditions of this Agreement before completing each certification exam;
 - Pass all required Tests specified on the Program Website for the applicable certification designation;
 - Comply with any additional requirements specified on the Program Website for the applicable certification designation;
 - Keep contact information up to date within the VMware Certification Program through your MyLearn profile;
 - Continue to meet all certification requirements of the Program specified on the Program Website for the applicable certification designation.
- 2.2. Modification to certification requirements or the Program. VMware reserves the right to change the Program, without cause or notice, including changing certification requirements or recertification; specifying an expiration of any certification designation; changing recommended and/or required training courses; and changing test objectives, test content, test passing score, test item type, time allowed for test, and test delivery platform for any certification exam. Furthermore, VMware may, without cause or notice, require you to update your certification designation by requesting

VMWARE CERTIFICATION PROGRAM CANDIDATE AGREEMENT

you to re-take any or all applicable certification exams and/or execute a new version of this Agreement with VMware. The most current certification requirements for your applicable certification designation may be found on the Program Website.

- 2.3. Certification Designation Grant. Upon completion of the applicable certification requirements and your receipt of your passing score of the certification Test(s), and subject to the terms of this Agreement, VMware grants you a non-exclusive, non-transferable, non-assignable, non-sub licensable, personal, revocable right to designate yourself with the applicable certification designation. You may use that certification designation only to promote your qualifications related to the use of the applicable product line or technology and for no other purpose.
- 2.4. Logo Rights and Restrictions. Upon completion of the applicable certification requirements and your receipt of your passing score of the certification Test(s), and subject to the terms of this Agreement, VMware grants you a non-exclusive, non-transferable, personal right to use the Logo on your resume, business cards, marketing collateral, letterhead and website solely in connection with your provision of services in relation to the VMware product line, solution or technology for which you have a current, valid certification designation. You are granted no other right, title, or license to the Logo or any other VMware trademarks or logos. Your use of the Logo is subject to the terms of this Agreement and VMware's logo usage guidelines which are subject to change at VMware's discretion. You agree that the Logo is owned solely and exclusively by VMware. You agree not to use the Logo in any manner that would diminish, tarnish or otherwise damage VMware's image or reputation, or the goodwill associated with the Logo. Upon request, you agree to promptly provide VMware at your expense samples of any materials bearing the Logo. You agree not to file any application to register any trademark, service mark, or domain name for the Logo or any other mark confusingly similar to the Logo, and not to use VMware trademarks or potentially confusing variation of VMware trademarks (including "VMW") as part of your company name, product or service names, or domain names. You agree not to interfere with or bring any kind of action or legal or administrative proceeding in relation to the rights and title of VMware in or to the Logo or any other VMware trademarks or logos.
- 2.5. Certification of Minors. If you are under the age of 18, you must have this Agreement countersigned by your parent or legal guardian before taking any certification exam. You must mail or fax the signed Agreement to VMware at the address provided on the parent/guardian signature page. You may access this entire Agreement and the required parent/guardian signature page on our website. Minors are not eligible to complete their certification exam until the Certification Program sends you an email confirming receipt of the signed Agreement. Minors must bring a copy of the receipt to the testing center in order to take any certification exam. Certification exams completed by a minor without the signed Agreement by a parent/guardian are void and invalid.
- 2.6. Term of Agreement. This Agreement will commence immediately upon Candidate's acceptance of the terms and conditions of this Agreement and will remain in effect until terminated in accordance with Section 2.8.
- 2.7. Certification Term. The term during which you may use your applicable Certification designation will commence upon achieving your Certification designation and will continue for a period defined for each Certification designation in our VMware Certification Policies or expired by VMware. To maintain your Certification designation, you must complete the designated continuing certification requirements prior to the end of your Certification Term. If you do not complete such continuing certification requirements by the end of your Certification Term, your Certification Designation will terminate. VMware will publicly announce any changes to such requirements, re-certifications, and set reasonable deadlines for achieving those requirements in order to maintain Certification status.
- 2.8. Termination. You may terminate this Agreement at any time upon written notice to VMware. VMware reserves the right to terminate this Agreement for cause and revoke your certification designation at any time upon written notice to you (sent to your last known mailing and/or email address). Cause for termination will include, without limitation, (i) any breach of this Agreement which remains uncured for 30 days following notice of the breach by VMware, (ii) VMware's determination, in its sole discretion, that you have cheated on any certification exam, have aided in the cheating of a certification exam or have disclosed test questions of any certification exam to a third party, or (iii) your misrepresentation of your certification designation. Upon termination of this Agreement, all rights related to your certification designation, including all rights to use your certification designation and Logo, will immediately terminate. Except as provided herein, you will have no further rights or obligations under this Agreement after termination.

VMWARE CERTIFICATION PROGRAM CANDIDATE AGREEMENT

- 2.9. Verification of Candidates. VMware reserves the right to use any reasonable methods for the purpose of verifying the identity of certification candidates, including, without limitation, the use of challenge questions, identification numbers, photographic verification, and signature verification.
- 2.10. Compliance with testing regulations. You agree to comply with all testing regulations required by VMware and/or VMware's authorized contractors administering the certification exam.
- 2.11. No Cheating. You agree that all work submitted by you in completing the certification exam and in satisfaction of the certification requirements, including certification exam answers, assignments, resolutions and personal registration information, is entirely your own. You will neither: (i) provide nor accept improper assistance; nor (ii) use unauthorized materials in attempting to satisfy certification requirements (including unauthorized certification content provided by third parties).
- 2.12. No Misconduct. You agree that you will not (i) falsify your identity or impersonate another individual; (ii) forge any certification designation certificates, certification exam score reports, identification cards or any other certification exam records; (iii) engage in fraudulent conduct or misrepresent yourself as certified when you have not successfully met the applicable certification requirements; (iv) misuse or disclose to another person your testing id number, member site username and/or password or any other Program identities; (v) copy, resell, distribute or misuse any certification exam voucher(s) or any other certification exam discount; (vi) use any certification exam vouchers obtained from an unauthorized source; or (vii) engage in any other misconduct that could be considered by VMware, in its sole discretion, as compromising the integrity, security or confidentiality of the certification exam or the Program.
- 2.13. No Misuse of the Test. You agree that you will not copy, publish, offer to sell, sell, publicly perform or display, distribute in any way or otherwise transfer, modify, make derivative works thereof, reverse engineer, decompile, disassemble or translate any certification exam or part thereof.
- 2.14. Retake Policy. You agree to comply with VMware's certification exam retake policy when retaking any certification exam that you previously failed. Retaking a passed certification exam is prohibited. The retake policy is available on the Certification Program Website.
- 2.15. Certification Exam Materials. VMware and its testing partners may impose restrictions or regulations governing the use of any materials that you may bring into the examination area and/or refer to during the certification exam. You agree to return any such examination material to VMware or the testing partners, as may be directed upon completion of the certification exam.
- 2.16. VMware action for noncompliance. You understand and agree that, if for any reason and at its sole discretion, VMware believes your exam results do not accurately reflect your true knowledge or mastery of the subject matter of the test and/or that you have violated this Agreement, VMware has the right (without refund of any kind) to deny you any further participation in the test, cancel a passed test result, revoke any pre-existing VMware certifications, your VMware certified status and any other rights previously conferred on you by VMware, and to permanently bar you from any further participation in the Program.
- 2.17. Representations and warranties.
By You. You represent and warrant that (i) you will refrain from any conduct that could reflect unfavorably on or may harm the goodwill and reputation of VMware or its products; and (ii) you will not make any representation, warranty or promise on behalf of or binding upon VMware.
Disclaimer. VMware makes no warranties or conditions of any kind, express, implied or statutory, related to or arising in any way out of this Agreement or your participation in the Program. VMware specifically disclaims any implied warranty for merchantability, fitness for a particular purpose and non-infringement of any third party rights.
- 2.18. Privacy. VMware will treat the personal information you provide while participating in the Program in accordance with the VMware privacy policy. Please note that VMware's test delivery vendor may gather the information on behalf of VMware. The vendor may also request to contact you directly about their products and services; however, providing that consent is optional, and you should review their privacy policies to address your particular needs and concerns.

If you are, or become, employed by a VMware partner, VMware may provide information to such partner about your

VMWARE CERTIFICATION PROGRAM CANDIDATE AGREEMENT

certification designation status (including information regarding any revocation by VMware of your certification designation).

- 2.19. **Indemnification.** You agree to indemnify, defend and hold VMware harmless against any losses, liabilities, damages, claims and expenses (including attorneys' fees and court costs) arising out of any claims or suits, whatever their nature and however arising, in whole or in part, which may be brought or made against VMware, or its affiliates, officers, employees or assigns, in connection with: (i) any personal injury, property damage or other claims which are caused, directly or indirectly by any negligent act, omission, illegal or willful misconduct by you, (ii) your use or misuse of certification designation and/or the Logo; (iii) your use or misuse of VMware's confidential information; and/or (iv) your breach of any obligations or warranties under this Agreement.
- 2.20. **Limitation of liability.**
Liability. The certification exam may be administered by an independent testing vendor. You acknowledge and agree that VMware will have no liability to you for any claim in any way related to the certification exam, including registration, the testing environment, delivery of the certification exam, exam fees, and the accuracy, timeliness or reporting of certification exam results.
Damages. VMware will not be liable for any indirect, incidental, special, punitive, or consequential damages or any loss of profits, revenue, data or use. VMware's liability for direct damages, whether in contract, tort or otherwise, will be limited to the fees paid by you to VMware under this Agreement.
- 2.21. **Independent contractor.** You will not represent yourself as an agent, employee, consultant, contractor or legal representative of VMware or any subsidiary thereof based upon this Agreement.
- 2.22. **Confidentiality and ownership.**
Confidential Information. The certification exam (including without limitation, questions, answers, blueprints, worksheets, computations, drawings, diagrams, length and number of exam segments and/or questions, or any communication related to the certification exam) is the confidential property of VMware (the "Confidential Information") and is made available to you for the sole purpose of testing your knowledge in the technical area referenced in the title of the applicable certification exam.
Protection. You agree (i) to hold the Confidential Information in confidence and take all reasonable precautions to protect it; (ii) not to use the Confidential Information at any time during the term or after the termination of this Agreement; except as provided herein; and (iii) that you will not disclose, publish, reproduce or transmit any Confidential Information to any third party, in any form, including verbal, written, electronic or any other means for any purpose.
- 2.23. **Ownership.** VMware retains all rights, title and interest in and to all information, content and data contained in certification exams and all copyrights, patent rights, trademark rights and other proprietary rights thereto provided by VMware under this Agreement.
Governing Law. This Agreement is governed by the laws of the State of California, United States of America (including its conflict of law rules), and the federal laws of the United States. To the extent permitted by law, the state and federal courts located in Santa Clara County, California will be the exclusive jurisdiction for disputes arising out of or in connection with this Agreement. The U.N. Convention on Contracts for the International Sale of Goods does not apply.
Severability. If any part of this Agreement is held unenforceable, the validity of all remaining parts will not be affected.
Waiver. Failure to enforce a provision of this Agreement will not constitute a waiver.
No Assignment. You will not assign, transfer, or sublicense this Agreement, or any right granted under this Agreement, in any manner and any attempted assignment, transfer, or sublicense, by operation of law or otherwise, will be null and void.
Survival. Provisions that survive termination or expiration of this Agreement include those pertaining to limitation of liability, indemnification, nondisclosure, and others, which by their nature are intended to survive.
Entire Agreement. This Agreement constitutes the complete agreement between you and VMware and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom will be deemed to amend or modify this Agreement.