

EDIFECs CERTIFICATION PROGRAM AGREEMENT

This Edifecs Certification Program Agreement (“Agreement”) is a legal agreement between you and Edifecs, Inc. (“Edifecs”) and states the terms and conditions that apply to your participation in Edifecs’ certification program. “You” and “your” as used in this Agreement shall mean you individually and the entity on whose behalf you are participating in the certification program. **CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE CLICKING ACCEPT. BY CLICKING ACCEPT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT; IF YOU DO NOT AGREE TO THESE TERMS, CLICK THE DECLINE BUTTON.** We suggest you keep a copy of this Agreement for your records.

1. **Purpose.** Edifecs is in the business of, among other things, manufacturing, distributing, licensing, and promoting computer software products. Edifecs has established a formally documented program under which individuals may take examinations to demonstrate competence relating to one or more Edifecs products or solutions. Successful participants in this program may become authorized to use the Edifecs certification logo pertaining to the certification credential that such participant has completed (“Logo”).
2. **Certification Policies.** The Certification Program Policies (“Policies”) found on Edifecs’ website [here](#) are incorporated in this Agreement by reference. You agree to abide by such Policies as they may be amended from time to time.
3. **Ownership.** Edifecs retains all rights, title and interest in and to all information contained in or related to the certification examination (including all instructions, questions and answers) and any other information provided to you in conjunction with the certification process (the “Examination Materials”) and all copyrights, patent rights, trademark rights and other proprietary rights thereto provided by Edifecs under this Agreement.
4. **Confidentiality and Nondisclosure.**
 - 4.1. In the course of performance of this Agreement, Edifecs may provide you with information that is considered confidential and proprietary (“Confidential Information”). “Confidential Information” is any information that is (i) marked as confidential at the time of disclosure; (ii) is orally identified as confidential at the time of disclosure; (iii) you know or should know is confidential by its nature; (iv) an Edifecs software program, code, or related documentation, in whatever form, whether or not marked; or (v) any Examination Materials. You shall hold all Confidential Information in strictest confidence and shall use such Confidential Information only as necessary to exercise the rights granted to you under this Agreement. You shall protect all Confidential Information from disclosure to any third-party and prevent the unauthorized use, dissemination, or publication of all Confidential Information.
 - 4.2. This Agreement imposes no obligation upon you with respect to information that: (a) is or becomes a matter of public knowledge through no fault of your own; (b) is rightfully received by you from a third party without a duty of confidentiality; (c) is required to be disclosed by order of court or a regulatory authority, provided you give reasonable advance notice to Edifecs and provide Edifecs an opportunity to seek a protective order against disclosure; or (d) is disclosed by you with Edifecs’ prior written approval, but only to the extent of such approved disclosure.
 - 4.3. The disclosure of any Examination Materials is strictly prohibited. You agree to maintain the confidentiality of the Examination Materials and shall not copy, reproduce, photograph, post or remove from the examination room, or otherwise disclose, or provide for a fee or offer a fee for any portion of the Examination Materials. You shall not memorize and subsequently disclose in any manner any Examination Materials or any portion thereof. Violations of this provision are subject to copyright laws, and civil penalties, punitive damages and all available legal action. Edifecs will take all appropriate legal action against any violation of this Section 3.
 - 4.4. By accepting the terms of this Agreement, you agree to maintain the confidentiality and will not disclose to any third party the contents of the Examination Materials. This is a continuing obligation that extends after the examination, regardless of whether you pass or fail any examination.

5. Candidate Information.

- 5.1. You grant Edifecs its licensees, successors, and assigns the right to publish and release your name, the state/province and country of residence, and past and present certification status under the Edifecs certification program (collectively "Certification Information").
- 5.2. The Certification Information provided to Edifecs will not be considered confidential or proprietary and will not be subject to any confidentiality obligations and Edifecs may disclose, use or publish any Certification Information for any purpose. Certification Information may be transmitted outside the country of residence or in which you have taken the examination. You acknowledge that data protection regulations in other countries, including without limitation the United States, may not fully correspond with data protection regulations in your country of residence and may provide less protection.
- 5.3. You release Edifecs, its subsidiaries and affiliates and their employees, successors, and assigns from any claims of damages for libel, slander, invasion of rights of privacy or publicity, and any other claim based on the publication, release or accuracy of any Certification Information as specified in this Agreement or as published by Edifecs. This Release shall be binding upon you and your heirs, legal representatives, and assigns.
- 5.4. Edifecs will treat your information in accordance with Edifecs' Privacy Policy. Edifecs' test delivery vendor may gather information about you.

6. Certification.

- 6.1. Your certification credential is based on your successful completion of the required testing, your compliance with this Agreement and the Policies, and your payment of the applicable exam fees. You acknowledge that Edifecs has the right to change at any time the requirements for obtaining or maintaining any certification and/or to discontinue any certification in Edifecs' sole discretion. Once certification is granted, you may maintain your certification by completing, within the time frame specified by Edifecs, all continuing certification requirements, if any, that correspond with your particular certification credential as set forth in the Continuing Education Policy (found in the Certification Program Policies on Edifecs' website). You are responsible for remaining informed of Edifecs' continuing certification requirements, for keeping your contact information up to date with Edifecs and for maintaining your certification. If you do not complete the continuing certification requirements within the time frame specified by Edifecs, your certification for that credential will be revoked without further notice, and all rights pertaining to that certification (including the right to use the applicable Logo) will terminate. You may retain your certification status if you leave your current employment and/or begin working with a new organization. You may not transfer your certification status to another person.
 - 6.2. You shall not participate or facilitate in any cheating or otherwise compromise the security of any examination or Examination Materials. This shall include, but not be limited to (1) giving or receiving any third party assistance of any kind related to the examination either before, during or after any examination, (2) using any aids or materials to answer any examination that is not authorized or provided by Edifecs, (3) attempting to take an examination for anyone else, (4) failing to follow test regulations, instructions of a testing center, in-person or online proctor or causing any disruption at a testing center, (5) removing or attempting to remove any Examination Materials from a testing center or otherwise obtaining Examination Materials from any source, other than as expressly authorized by Edifecs, and (6) tampering with any testing center operations or administration of any examinations. You acknowledge and agree that you will not share, sell or otherwise disclose to any third-party any exam content or questions, and violation of the foregoing is a breach of Edifecs' Confidential Information
 - 6.3. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EDIFECES HAS THE RIGHT TO REFUSE TO GRANT, CONTINUE, OR RENEW YOUR CERTIFICATION IF EDIFECES REASONABLY DETERMINES THAT YOUR CERTIFICATION OR USE OF THE CORRESPONDING LOGO WILL ADVERSELY AFFECT EDIFECES. THIS AGREEMENT APPLIES TO ANY AND ALL CERTIFICATIONS OBTAINED BY YOU.**
7. Logo Usage. Subject to the terms and conditions of this Agreement, Edifecs grants you a non-exclusive, non-sublicensable, personal and non-transferable limited license to use the Logo solely as

set forth in this Section 12 in connection with providing services corresponding to the certification credential you have achieved. You may use the Logo solely in accordance with the terms of the Edifecs Logo Usage Policy. You may use the Logo on your business card, resume, or email signature. You may not use the Logo for any purposes that are not directly related to the provision of the services corresponding to your particular certification. You may not use the Logo of any credential unless you have completed the certification requirements for that certification credential and have been notified by Edifecs in writing that you have achieved certification status for that particular credential.

8. **Standard of Quality.** You acknowledge that it is of fundamental importance to Edifecs that the services provided by any Edifecs certified professional be of the highest quality and integrity. Therefore, Edifecs will in its sole discretion determine whether the conduct of any Edifecs certified professional and any services provided by an Edifecs certified professional meet Edifecs' standards. In the event that Edifecs determines that you are not meeting acceptable levels of quality and/or integrity in its conduct or services, Edifecs may immediately terminate this Agreement and all rights granted to 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 Edifecs or its products and (ii) you shall not make any representation, warranty or promise on behalf of or binding upon Edifecs.
9. **Violations and Sanctions.** Edifecs reserves the right to impose sanctions for violations of any Policies or terms of this Agreement, in Edifecs' discretion, including but not limited to, withholding certifications, ban on taking an Edifecs exam, retention of exam fees, de-certification of all previous attained certifications, and permanent ban from registering for or taking any further Edifecs exams.
10. **Term and Termination.**
 - 10.1. Term. This Agreement will commence immediately upon your acceptance of the terms and conditions of this Agreement prior to taking a certification examination. This Agreement will remain in effect so long as you comply with its terms and are using or claiming any rights associated with Edifecs certification.
 - 10.2. Termination by Either Party. Either party may terminate this Agreement without cause by giving thirty (30) days or more prior written notice to the other party.
 - 10.3. Termination by Edifecs. Without prejudice to any other rights it may have under this Agreement or in law, equity, or otherwise, Edifecs may immediately terminate this Agreement upon the occurrence of any one or more of the following events ("Default"): (i) if you fail to perform any of your obligations under this Agreement; (ii) if any government agency or court finds that any services as provided by you are defective or improper in any way, manner or form; or (iii) if actual or potential adverse publicity or other information, emanating from a third party or parties, about you, the services provided by you, or the use of the Logo by you causes Edifecs, in its sole judgment, to believe that Edifecs' reputation will be adversely affected. In the event of a Default, Edifecs will give you written notice of termination of this Agreement.
 - 10.4. Effect of Termination. Upon termination of this Agreement for any reason, you will immediately (i) cease all display, advertising, and other use of the Logo and (ii) cease all representations of current certification. Upon termination, all rights granted under this Agreement will immediately and automatically revert to Edifecs.
11. **Indemnification.** You agree to indemnify and hold Edifecs harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits made against Edifecs (i) by reason of your performance or non-performance under this Agreement; (ii) arising out of your use of the Logo in any manner whatsoever except in the form expressly licensed under this Agreement; and/or (iii) for any personal injury, product liability, or other claim arising from the promotion and/or provision of any products or services by you. In the event Edifecs seeks indemnification under this Section, Edifecs will notify you in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. In no event may you enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind, Edifecs in any manner, without the prior written consent of Edifecs.
12. **Disclaimer of Warranties.** Edifecs makes, and you receive, no warranties or conditions of any kind,

express, implied or statutory, related to or arising in any way out of any certification examination, any Edifecs certification program, or this Agreement. Edifecs specifically disclaims any implied warranty of merchantability, fitness for a particular purpose and non-infringement of any third party rights.

13. Limitation of Liability.

13.1. The certification exam may be administered by an independent testing vendor. You acknowledge and agree that Edifecs shall have no liability to you for any claim in any way related to the certification exam, including but not limited to registration, the testing environment, delivery of the certification exam, exam fees, and the accuracy, timeliness or reporting of certification exam.

13.2. In no event shall Edifecs be liable for indirect, consequential, or incidental damages (including damages for loss of profits, revenue, data, or use) arising out of this Agreement, any Edifecs certification program, or incurred by any party, whether in an action in contract or tort, even if Edifecs has been advised of the possibility of such damages. Edifecs' liability for damages relating to any certification examination, any Edifecs certification program, or this Agreement shall in no event exceed the amount of application fees actually paid to Edifecs by you. Some jurisdictions do not allow limitations of the liability so certain of these limitations may not apply; however, they apply to the greatest extent permitted by law. You acknowledge and agree that Edifecs has made no representation, warranty, or guarantee as to the benefits, if any, to be received by you from third parties as a result of receiving certification.

14. General. Edifecs reserves the right to revise the terms of this Agreement from time to time. In the event of a revision, your acceptance of the new agreement may be a condition of continued certification. All exam fees are non-refundable, non-transferable to another person or organization, and cannot be applied to Edifecs products or services. This Agreement shall be governed by Washington law, excluding choice of law provisions. Each of the parties irrevocably consents to the exclusive jurisdiction of the federal and state courts located in King County, Washington, as applicable, for any matter arising out of or relating to this Agreement. Failure to require compliance with a part of this Agreement is not a waiver of that part. If a court of competent jurisdiction finds any part of this Agreement unenforceable, that part is excluded, but the rest of this Agreement remains in full force and effect. You may not assign your rights and/or obligations, in whole or in part, under this Agreement to any third party. Any attempt by you to transfer or assign this Agreement or any rights hereunder is void. You agree to ensure that Edifecs has current mailing address and email address for you and will promptly notify Edifecs of any changes to such information. You acknowledge and agree that you and Edifecs are independent contractors and that you will not represent yourself as an agent or legal representative of Edifecs. This Agreement and all documents incorporated herein by reference are the parties' complete and exclusive statement relating to their subject matter. This Agreement will not be supplemented or modified by any course of dealing or usage of trade. Any modifications to this Agreement must be in writing and signed by both parties. You agree to comply, at your own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department, or agency which apply to or result from your rights and obligations under this Agreement. The following provisions survive termination or expiration of this Agreement: Sections 3, 4, 11, 12, and 13.

CERTIFICATION PROGRAM POLICIES

Prior to taking a certification exam, a candidate will be required to accept the terms and conditions of the Edifecs Certification Program Agreement (“Agreement”). The following policies are incorporated by reference into the Agreement and may be amended from time to time at Edifecs, Inc.’s (“Edifecs”) discretion.

1. **Candidate Eligibility Policy:**

- 1.1. Candidates must be 18 years of age or older to take an exam.
- 1.2. Candidates must work for a company that either (1) currently licenses an Edifecs product or (1) provides services to an Edifecs Customer.

2. **Exam Retake Policy:**

- 2.1. Candidates must wait fourteen (14) days before retaking a failed exam
- 2.2. Candidates cannot retake a passed exam at any time
- 2.3. Candidates may not create an additional ID to access an exam.
- 2.4. Candidates may take an exam up to three (3) times. Each exam will incur a separate exam fee.

3. **Continuing Education Policy:**

- 3.1. In order to maintain certification, Candidates must pass the applicable examination every two years.

4. **Exam Retirement Policy:** Edifecs may, at its option, retire any certification exam with or without notice.

5. **Voucher Policy:** Exam vouchers may be available for purchase in advance as future payment for a specific Edifecs exam. Vouchers are not transferable to another individual or organization. Vouchers expire six (6) month after the date of purchase. Edifecs is not responsible for lost or stolen vouchers.

6. **Logo Usage Policy:** [Logo Usage Policy](#)

7. **Exam Modification Policy:** Edifecs may revise examinations at its discretion.

8. **Scoring Policy:** Edifecs will establish passing scores for each version of each exam and reserves the right to modify such passing scores at any time.

9. **Fraudulent Activity Policy:**

- 9.1. Edifecs reserves the right to take action against any candidate involved in fraudulent activities, including, but not limited to, fraudulent use of vouchers, promotional codes, reselling exam discounts and vouchers, cheating on an exam, alteration of score reports, alteration of completion certificates, violation of exam retake policies, Logo misuse or other activities deemed fraudulent by Edifecs.
- 9.2. Edifecs considers any contributions to, use of, or sharing of materials pertaining to Edifecs’ certification exams to be a violation of this Fraudulent Activity Policy.
- 9.3. If Edifecs determines, in its sole discretion, that fraudulent activity has taken place, it reserves the right to take action up to and including, but not limited to, decertification of a candidate’s credentials, temporary, indefinite or permanent ban of a candidate from Edifecs certification programs, notification to a candidate’s employer, and notification to law enforcement agencies. Candidates found committing fraudulent activities forfeit all fees previously paid to Edifecs, or to Edifecs authorized vendors, and may be required to pay additional fees for services rendered.
- 9.4. If you would like to report fraud, you can send a detailed email to **certification@edifecs.com**.