

## PEGASYSTEMS Certification Program Terms of Participation

**THIS Pegasystems Certification Program Terms of Participation ("this Agreement")** is made between you ("YOU"), at the address and e-mail address YOU provide to Pearson Vue, a business of NCS Pearson, Inc. ("PEARSON VUE") and Pegasystems Inc., located at One Main Street, Cambridge, MA 02142 ("PEGASYSTEMS").

YOU are required to review and accept the terms of this Agreement before YOU will be permitted to take the exam associated with PEGASYSTEMS' Certification Program. Please review this Agreement carefully. Please be advised that this is a binding agreement. **IF YOU DO NOT ACCEPT OR UNDERSTAND THESE TERMS, DO NOT ACCEPT THEM.** In such case, please contact PEGASYSTEMS for more information.

### 1. Certification Program

The purpose of the Certification Program is to recognize individuals for certain skills and talents with respect to PEGASYSTEMS software solutions based solely on certain standardized testing criteria (hereafter the "Certification Program"). PEGASYSTEMS makes no representations or warranties regarding your future employment, business opportunities or compensation, and PEGASYSTEMS assumes no liability for the services provided by YOU.

### 2. Certification

Upon PEGASYSTEMS being satisfied, in its sole discretion, that YOU have met all of the requirements of the Certification Program, PEGASYSTEMS may, at its discretion, issue YOU a certificate that shall describe the territory in which YOU may hold yourself out as being certified and are authorized to use the Certification Logo ("Territory") if such Territory is not worldwide. Check with the PEGASYSTEMS Certification Programs group for more details.

### 3. Certification Program Standards & Conduct

YOU shall comply with all standards established by PEGASYSTEMS for the Certification Program. PEGASYSTEMS shall be entitled to cancel your certification in the event that:

- YOU commit any breach of this Agreement;
- YOU fail to comply with any re-certification requirements that may be imposed by PEGASYSTEMS to ensure that your skill set is up-to-date;
- YOU fail to maintain the confidentiality of the exam as defined in Section 4, including by disclosing, whether verbally, in writing or in any media, the contents of the exam or any part of the exam;
- YOU provide information in connection with the Certification Program that is determined to be false or misleading; or
- YOU are determined to have cheated or assisted another in cheating on any exam associated with the Certification Program.

If for any reason and at its sole discretion, PEGASYSTEMS believes your exam result does not accurately reflect your true knowledge or mastery of the subject matter of the exam and/or that YOU have violated the terms of this Agreement, PEGASYSTEMS has the right (without refund of any kind) to cancel a passed exam result, to revoke any pre-existing certifications and any other rights previously conferred on YOU by PEGASYSTEMS, and/or to permanently prohibit YOU from any further participation in any PEGASYSTEMS certification program.

PEGASYSTEMS reserves the right to alter or discontinue the Certification Program at any time without notice to YOU.

There are no authorized study or training materials for any PEGASYSTEMS Certification Program other than those distributed directly by PEGASYSTEMS. PEGASYSTEMS considers any unauthorized distribution of PEGASYSTEMS certification exams, materials, or knowledge to be a violation of this Agreement.

YOU further agree to: conduct your business and affairs in manner that will reflect positively on the products, services and business of PEGASYSTEMS; not disparage or otherwise harm the reputation of the products, services and business of PEGASYSTEMS; conduct your business with integrity and in a manner consistent with the highest ethical standards; and provide services in a skillful and timely manner in accordance with the highest standards generally expected in your industry.

#### **4. Confidential Information**

All technical information, Certification Program exams and materials, business plans and other information relating to the software solutions, business, affairs or technology of PEGASYSTEMS or any of its associated companies, which YOU may acquire directly or indirectly from PEGASYSTEMS is considered confidential information of PEGASYSTEMS ("Confidential Information"). YOU agree to protect and safeguard the Confidential Information against unauthorized use, publication, or disclosure; not to disclose any Confidential Information to any third person and not to use the Confidential Information other than for purposes that are both consistent with the terms of this Agreement and beneficial to PEGASYSTEMS. These obligations shall continue during the term of this Agreement and for a period of five (5) years thereafter. Upon termination of this Agreement, or upon the earlier request from PEGASYSTEMS, YOU shall return to PEGASYSTEMS all such information that is in written or documented form or certify its destruction.

Your confidentiality obligations hereunder shall not extend to any Confidential Information which (i) YOU can demonstrate through written documentation was already known to YOU; (ii) becomes generally available to the public (other than by your act) subsequent to its disclosure; (iii) is disclosed or made available in writing to YOU by a third party having a bona fide right to do so and without similar confidentiality obligations; (iv) is independently developed by YOU without violation of the obligations set forth in this Agreement as demonstrated by your business records; or (v) is required to be disclosed by subpoena or other process of law, provided that you shall notify the disclosing party promptly of any such subpoena or other process of law requiring disclosure.

#### **5. Intellectual Property**

YOU acknowledge and agree that PEGASYSTEMS owns all rights in the Certification Program, and all documents and materials related thereto, including without limitation, all examination and testing materials including test questions. YOU agree not to reproduce, copy, offer for sale, or modify any Certification Program materials (including examinations) or PEGASYSTEMS computer software in whole or in part, except as authorized by PEGASYSTEMS. Nothing in this Agreement shall be deemed to grant any rights to develop, manufacture, copy, offer for sale, modify, distribute, support, or provide services for PEGASYSTEMS products or services, and such rights, if any, will only be provided under a separate agreement with PEGASYSTEMS.

#### **6. Certification Logo License**

In the event PEGASYSTEMS authorizes YOU to use the Certification Logo, YOU are granted a nonexclusive royalty free, revocable right to use the Certification Logo, solely in the Territory, in conjunction with activities that are related to the Certification Program. Such usage shall at all times be in accordance with the PEGASYSTEMS Corporate Logo Usage Guidelines and Rules of Use, as may be proscribed at PEGASYSTEMS's sole discretion. Such usage may include use of the Certification Logo on your business cards, email signatures, resume, LinkedIn profile and related marketing materials. For the avoidance of doubt, any of the previously described usage rights may be withdrawn or amended by PEGASYSTEMS at its sole discretion. All rights not expressly granted herein shall remain with PEGASYSTEMS.

This Certification Logo License is personal to YOU, and YOU shall not delegate any of your duties or assign, transfer, or sublicense any of your rights or obligations under this Agreement without PEGASYSTEMS's prior written consent, and any such attempted delegation, assignment, transfer, or sublicense shall be void and a material breach of this Agreement. YOU acknowledge that, except as expressly authorized by PEGASYSTEMS, your employer is not authorized to use the Certification Logo to promote its business, products or services and YOU agree to use all reasonable efforts to prevent any such use.

YOU shall not register or attempt to register the Certification Logo (in whole or in part), or any confusingly similar marks, logos, corporate names, tradenames, trademarks, domain names, service marks or other designation, in the Territory or elsewhere, in your own name or for your own benefit. The PEGASYSTEMS Corporate Logo, comprised of the letters PEGASYSTEMS® and accompanying rings, is not an extension or a part of the Certification Logo, and all references to the Certification Logo expressly exclude the PEGASYSTEMS Corporate Logo.

#### **7. Information Disclosure**

PEGASYSTEMS shall be entitled to disclose to third persons your email address provided to PEARSON VUE and information relating to your application for certification, and if applicable, the fact that YOU have or have not been certified, and whether such certification has been cancelled for purposes related to our certification program and sharing of certification status on Pega Community and as otherwise set forth in our Privacy Statement. YOU hereby agree to provide

your own current email address to PEARSON VUE for purposes of the Certification Program and to keep such email address updated. YOU consent to the processing and disclosure of such information, including aggregation for statistical purposes with data of other candidates worldwide.

Our website ([www.Pega.com](http://www.Pega.com)) privacy statement ("Privacy Statement") is a part of this Agreement and is incorporated herein by this reference. By accepting these Terms of Use YOU agree to our collection, use, and disclosure of your information as described in the Privacy Statement. The full Privacy Statement can be found at <https://www.pega.com/privacy-and-security>.

#### **8. Warranty Disclaimer**

PEGASYSTEMS MAKES NO WARRANTIES EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE CERTIFICATION PROGRAM OR THE CERTIFICATION LOGO, INCLUDING ANY WARRANTY OF FUTURE EMPLOYMENT OR BUSINESS OPPORTUNITY OR GAIN, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **9. Limitation of Liability**

PEGASYSTEMS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR SPECIAL DAMAGES THAT MAY BE CLAIMED TO ARISE OUT OF OR IN CONJUNCTION WITH THE CERTIFICATION PROGRAM OR THIS AGREEMENT (OR ITS TERMINATION), REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING LIMITATION SHALL NOT BE AFFECTED BY THE FAILURE OF ANY EXCLUSIVE OR OTHER REMEDY.

YOU HEREBY AGREE TO HOLD PEGASYSTEMS, ITS AFFILIATES, AND ITS OFFICERS, DIRECTORS AND AGENTS HARMLESS FROM ANY LOSS, CLAIM, DAMAGES, SETTLEMENT, COSTS (INCLUDING LEGAL FEES AND COSTS) AND EXPENSES OR OTHER LIABILITY TO THE EXTENT INCURRED OR ARISING OUT OF (I) YOUR NEGLIGENCE OR MISCONDUCT, OR (II) ANY BREACH OF YOUR OBLIGATIONS HEREUNDER, OR (III) FROM AN ALLEGATION THAT ANY SERVICES PROVIDED BY YOU WERE PERFORMED IN AN IMPROPER MANNER.

#### **10. Termination**

A. This Agreement shall remain in effect until terminated as follows:

- i. PEGASYSTEMS may terminate this Agreement in the event you commit any material breach hereunder. In such case, PEGASYSTEMS shall provide written notice to YOU at the email address YOU last provided to PEARSON VUE and such termination shall be effective on the date set forth in the notice. PEGASYSTEMS may, in its sole discretion, allow you a period of time to cure certain breaches prior to termination, but shall have no obligation to do so.
- ii. Either party may, without cause and at its sole discretion, terminate this Agreement, in whole or in part, effective upon twenty (20) days written notice thereof to the other party.
- iii. Immediately, without further notice, upon PEGASYSTEMS canceling your Certification as provided for herein.

Upon any termination you shall cease holding yourself out as being certified, and shall cease all use of the Certification Logo immediately and certify to PEGASYSTEMS in writing that you have done so ten (10) days from termination

#### **11. Relationship**

You and PEGASYSTEMS are and shall remain independent contractors. Nothing in this Agreement shall be construed as establishing or implying any partnership between the parties hereto, and nothing in this Agreement shall be deemed to constitute either of the parties hereto as the agent of the other party or to commit the other party in any way whatsoever, without obtaining the other party's prior written consent.

#### **12. General**

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to conflict of laws principles (and specifically excluding the U.N. Convention for the International Sale of Goods). All disputes arising under, out of, or in any way connected with this Agreement may be litigated in the courts of the Commonwealth of Massachusetts and you hereby submit to the personal jurisdiction of said courts and (ii) consents to the service of process, pleadings, and notices in connection with any and all actions initiated in said courts. The parties agree that a final judgment in any such action or proceeding shall be conclusive

and binding and may be enforced in any other jurisdiction.

B. Notices. Any notice or communication required or permitted under this Agreement shall be in writing to PEGASYSTEMS at the address set forth above and to You at the email address YOU last provided to PEARSON VUE or at such other address as may be given in writing by either party to the other in accordance with this Section and shall be deemed to have been received (i) if given by hand, immediately; (ii) if given by air mail, 5 business days after posting; (iii) if given by express courier service, the second business day following dispatch in the jurisdiction of the sender; or (iv) if given by fax, upon receipt thereof by the recipient's fax machine or as stated in the sender's transmission confirmation report as produced electronically by sender's fax machine; if given by email, on the date of sender's email.

C. Severability. It is intended that this Agreement shall not violate any applicable law and the unenforceability or invalidity of any provision shall not affect the force and validity of the remaining provisions and such invalid provisions shall be deemed severed from this Agreement and, if permissible, be replaced with terms which as closely as possible approximate the interest and economic intent of such invalid provisions.

D. Entire Agreement. This Agreement, including any schedules or appendices hereto (which are hereby incorporated by reference), is the complete and exclusive statement of the contract between PEGASYSTEMS and you with respect to the subject matter hereof. No waiver, consent, modification, amendment or change of the terms of this Agreement shall be binding unless in writing and signed by PEGASYSTEMS and you.

E. Compliance with Laws. You represent and warrant that you will comply with all applicable laws, rules and regulations, and will not violate or infringe any right of any third parties.

F. Survival. Sections 4,5, 6, 7, 8, 9, 10, 11 and 12 shall survive termination of this Agreement.

**If you do not accept this Agreement, you may not proceed with the exam.**

- Y. Yes, I **ACCEPT** the Terms and Conditions Stated Above
- N. No, I **DECLINE** the Terms and Conditions Stated Above