

CIW EXAM AGREEMENT (“AGREEMENT”)

1. PURPOSE

Prosoft Learning Corporation (“Prosoft”) makes high-stakes certification exams publicly available for the purpose of earning certification in the following CIW Programs that Prosoft has created and/or manages: CIW Associate, CIW Professional, CIW Security Analyst, CIW Web Developer, Master CIW Designer, Master CIW Administrator, Master CIW Enterprise Developer, Master Web Site Manager and CIW Certified Instructor (CIW CI). Programs may be added, altered, deleted, substituted or otherwise changed from time to time, and the inclusion of a Program here is not an agreement to continue to provide or support such a Program.

2. DEFINITIONS

- 2.1.** “Program” means any one of the certification programs offered by Prosoft under this Agreement.
- 2.2.** “Exam” means any high-stakes CIW certification test offered by Prosoft, available through designated Testing Centers worldwide.
- 2.3.** “Testing Center” means a facility authorized by Prosoft to administer high-stakes Exams.

3. PROGRAM CERTIFICATION

Your Program certification is based on successful completion of the Exam and adherence to the Program certification requirements. Program certification requirements are available at www.ciwcertified.com.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, PROSOFT HAS THE RIGHT TO REFUSE TO GRANT YOUR CIW PROGRAM CERTIFICATION IF PROSOFT REASONABLY DETERMINES IN GOOD FAITH THAT YOUR CERTIFICATION WILL ADVERSELY AFFECT PROSOFT OR THE PROGRAM(S).

4. EXAM CONTENT OWNERSHIP

No title or ownership in the Exam content is licensed to you. Prosoft owns and retains all title and ownership in the Exams, including without limitation all copyrights and intellectual property rights.

5. AGREEMENT TERM

This Agreement becomes effective when you agree to the electronic acknowledgment prior to initializing the Exam, and it remains in effect until canceled. Your agreement to the electronic acknowledgment for this Agreement is required in order for you to proceed with the Exam. Either party may cancel this Agreement in the event of a material breach by the other party.

6. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.

You specifically agree as part of this Agreement to retain in confidence all confidential information and knowledge transmitted to you by Prosoft or by a Testing Center on Prosoft's behalf. "Confidential Information" specifically includes but is not necessarily limited to **Exam items and materials. Such Exam items and materials may not be disclosed or discussed in any portion with others, or posted or published in any forum or through any medium whatsoever, or in any manner disclosed -- either orally, through notes, or transmitted electronically in any forum or in any way whatsoever.** You are also obligated to maintain the confidentiality of information that you may have received in any manner from any other party that is the Confidential Information of Prosoft, including Exam items and materials. You must notify Prosoft of the receipt of Confidential Information from another party within 24 hours of receipt. The failure to fully comply with these provisions shall be deemed to be a material breach of this Agreement. **Nothing herein shall prohibit Prosoft from seeking criminal sanctions for dissemination or disclosure of its proprietary and Confidential Information. Your obligation of confidentiality under this Agreement shall survive the termination or expiration of this Agreement.**

You understand, acknowledge and agree that Prosoft has invested substantially in developing and administering the Exams, and that it carefully guards the integrity and confidentiality of the Exams; that the whole or any portion of the Exams may not be reproduced without the express written permission of Prosoft; and that the Exams are Confidential Information of Prosoft and are not to be disclosed, published, disseminated or distributed for any purpose by any means, verbal or written, electronic or mechanical, without the express written permission of Prosoft.

7. YOUR CONDUCT

Exam security is vital to the value of CIW Program certification. You are obligated to help protect the integrity and value of the CIW Program certification by your own appropriate conduct and by reporting to the Testing Center administrator any known instances of misconduct by other CIW certification candidates taking the Exam.

You understand that if Prosoft reasonably determines that you have engaged in misconduct, your Exam may be terminated and you may be prohibited from further participation in the CIW certification Program.

You agree that:

- 7.1. You will not participate in any cheating incident, breach of security, misconduct or any other behavior that could be considered a compromise of the integrity or confidentiality of the Exam;
- 7.2. You will not give to or receive from any other certification candidate assistance of any kind related to the Exam during the Exam;
- 7.3. You will not use any aids, notes or other materials during the Exam other than those expressly allowed by Prosoft;
- 7.4. You will not attempt to take the Exam for someone else;

- 7.5. You will not fail to follow Exam regulations or instructions of the Testing Center administrator, or otherwise violate any Testing Center regulations or policies;
- 7.6. You will not cause a disturbance of any kind in the Testing Center;
- 7.7. You will not remove or attempt to remove from the Testing Center Exam any exam items, questions or responses in any format, or notes, note boards or scratch paper;
- 7.8. You will not tamper with the operation of a Testing Center computer or attempt to use it for any function other than taking the Exam during such Exam;
- 7.9. You will not talk in the testing area;
- 7.10. You will not violate the terms of the CIW Retake Policy referred to below in this Agreement; or
- 7.11. You will not distribute CIW Exam content, including but not limited to, items, distractors, responses and other information to third parties after you have completed the Exam.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

You agree to indemnify and hold Prosoft harmless against any loss, liability, damage, cost or expense (including attorney's fees) arising out of any claims or suits made against Prosoft (1) by reason of your performance or non-performance under this Agreement; (2) by reason of any personal injury, property damage, or other claims which are caused directly or indirectly, in whole or in part, by your negligence, illegal acts or omissions; or (3) by reason of your use or misuse of Confidential Information as described in this Agreement. Some jurisdictions do not allow the exclusion or limitation of liability. Such exclusion or limitation may not apply. However, such exclusion or limitation shall apply to the greatest extent permitted by law. Liability for damages will be limited and excluded, even if any exclusive remedy provided for in the Agreement fails in its essential purpose, to the amount of Exam fees paid by you for this Exam, up to a maximum of \$500. Your compliance with this Agreement and all statutes, regulations, and rules outlined in this Agreement will be at your full expense.

THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE AND NO WARRANTY OF NON-INFRINGEMENT. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE TRAINING, EXAM, CERTIFICATION, PROGRAM, OR ANY MATERIAL OR INFORMATION PROVIDED BY PROSOFT.

9. PERSONAL INFORMATION TRANSFER

You consent to the processing of your personal information by Prosoft and associated companies or third-party service providers in connection with the Exam and the operation of the CIW Programs. Such processing may include disclosure to third parties (such as an employer, other certification vendors, academic institutions, etc.), subject to candidate initialization and/or authorization.

You agree to the transmission and use of your personal information as described below. Except as described in this Agreement, your personal information will not be shared with third parties without your consent.

- 9.1. Your personal information will be collected by the Testing Center.
- 9.2. Your personal information and Exam results will be transmitted electronically to the Testing Center's central databases, which may be located in another country.
- 9.3. Your personal information and Exam results will be transmitted electronically by the Testing Center to Prosoft's central certification database, which may be located in another country and which may be administered by third-party service providers at Prosoft's discretion.
- 9.4. Your personal information will be used by Prosoft only for internal processing or to communicate with you regarding CIW and related programs.
- 9.5. Prosoft personnel and any third-party service providers engaged by Prosoft will have access to your personal information for the purposes of (1) reviewing your Exam results; (2) awarding certifications when requirements have been met; (3) reviewing records for accuracy; (4) responding to your inquiries; and (5) collecting aggregate demographic data for monitoring the performance of the CIW Programs.

10. GENERAL PROVISIONS

- 10.1. **Governing Law and Venue:** This Agreement will be governed by the laws of the United States and venue of any actions will be in the courts of the State of Arizona.
- 10.2. **Non-Waiver:** No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion.
- 10.3. **Assignment and Transfer:** Neither this Agreement nor any of your rights or obligations arising under this Agreement may be assigned or transferred.
- 10.4. **Entire Agreement:** This Agreement constitutes the full and complete agreement between you and Prosoft and supersedes all prior written or oral agreements and understandings relating to the subject matter hereof. No amendment, waiver or modification to this Agreement shall be effective unless in writing and signed by both parties.

11. EXAM RETAKE POLICY

The CIW Exam Retake Policy outlines the conditions under which a candidate may retake a CIW exam. A waiting period between retakes of a single certification exam maintains the security of the exam and strengthens the value of the CIW certification. Each CIW exam is defined by a unique exam ID (e.g., 1D0-410). A retake is any subsequent sitting of an exam with the same CIW exam ID by the same candidate at any authorized testing center.

In the event that a candidate passes a CIW exam, the candidate will not be allowed to retake that CIW exam. If the CIW exam objectives change, the exam ID changes to

reflect the new exam version. Candidates who have passed an exam may sit a newer version of the exam that may have the same title but a different ID number.

In the event that a candidate fails a CIW exam on his or her first attempt, a 24-hour waiting period is required between the first and second sittings of that CIW exam. Candidates are required to wait for a period of no less than 30 calendar days from the date of the previous sitting before any third or subsequent sitting of the same CIW exam.

Exams administered in any ways that do not comply with the CIW Exam Retake Policy shall be considered invalid and ineligible for a refund.

In the event that a candidate has violated this Exam Retake Policy, the candidate may be deemed ineligible to register for or schedule any CIW exam for a minimum period of 12 months from the date of such determination.

In addition, any candidate determined to have violated the CIW Exam Retake Policy may be subject to any or all of the following:

- 11.1.** Denial of a specific CIW certification for a period of 12 months from the date of such determination;
- 11.2.** Revocation of a specific CIW certification, if such certification had been previously granted to the candidate;
- 11.3.** Revocation of all CIW certifications previously granted to the candidate;
- 11.4.** Ineligibility to receive any CIW certification for a minimum of 12 months from the date of such determination;
- 11.5.** Any other appropriate actions, including legal remedies, deemed necessary or appropriate to enforce the CIW Exam Retake Policy.