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# Certification Program Agreement

## TERMS AND CONDITIONS

This Agreement is entered into between you and ONTRAPORT, as described below. By signing this Agreement, you acknowledge that you have read and agree to the terms of the ONTRAPORT Certification Program Logo Guidelines (the “Logo Guidelines”) and the terms and conditions of the applicable ONTRAPORT Certification Policies (the “Policies”) which are incorporated and made a part of this Agreement by reference. If you do not agree to the terms of this Agreement (including the Logo Guidelines and the Policies), do not take the online examination. The terms of this Agreement shall remain in force and apply to any Examination(s) for which you have attained certification.

**1. DEFINITIONS.** The following terms shall have these defined meanings for the purposes of this Agreement:

- “ONTRAPORT Certification Program” shall mean the certification program(s) described in this Agreement.
- “ONTRAPORT Certified Individual” shall mean an individual who has satisfactorily passed the required Examination(s), and met all certification requirements set by the applicable ONTRAPORT Certification Program, maintains the certification by meeting any additional requirements and re-certifications required by the ONTRAPORT Certification Program, and is entitled to use the ONTRAPORT Certification Signature(s) in accordance with this Agreement.
- “ONTRAPORT Certification Examination” (“ONTRAPORT Certification Exam” or “Exam”) shall mean any examination established by ONTRAPORT that ONTRAPORT Certification Program candidates or ONTRAPORT Certification Individuals must satisfactorily pass to attain or maintain certification respectively through the ONTRAPORT Certification Program.

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- “Certification” shall mean passing the requisite ONTRAPORT Certification Exam(s), and meeting and maintaining compliance with those other requirements set out in this Agreement for entitlement to use any ONTRAPORT Certification Logos.
- “Confidential Information” shall mean any information that relates to ONTRAPORT’s Certification examinations and any communications by ONTRAPORT that include information which has not been made available to the general public (including the language and content of exam questions and answers) disclosed to you by ONTRAPORT.
- “ONTRAPORT Certification Logos” (“Logos”) shall mean the logos used to identify the ONTRAPORT Certification Program, the terms for use of which are set out in the Logo Guidelines located on the ONTRAPORT website. ONTRAPORT may alter or add additional ONTRAPORT Certification Logos, or revise the Logo Guidelines and respective artwork from time to time at its sole discretion.

**2. PURPOSE.** Subject to the terms of this Agreement (including the Logo Guidelines and the Policies), individuals who successfully meet certification requirements are entitled to become ONTRAPORT Certified Individuals and to use the ONTRAPORT Certification Logos corresponding to the certifications they attain.

### **3. CERTIFICATION.**

- 1. Certifications.** Upon completion of the requirements and satisfactorily passing of the applicable Exam(s), you are eligible for certification by ONTRAPORT. Certification requirements are described in the Policies available on the ONTRAPORT Web site.
- 2. Continuing Certifications.** Certifications may require additional actions to maintain compliance with continuing certification requirements as specified by ONTRAPORT. You must meet all continuing certification requirements to maintain these Certifications. ONTRAPORT may, from time to time and at its sole discretion, change or modify certification requirements (both initial and continuing), or ONTRAPORT Certification Logos. ONTRAPORT will use commercially reasonable efforts to notify you by email to the email address provided to ONTRAPORT of any changes to the certification requirements

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for any certifications you currently hold. You must comply with the changed requirements within the period of time set forth in the applicable Policies to stay in compliance with any modified compliance requirements. Any failure to comply within the time frame specified by ONTRAPORT will result in that certification being revoked without further notice, and all rights pertaining to that certification (including the right to use the applicable Logos) being terminated.

**3. Your Representations.** You warrant and represent to ONTRAPORT that all services you provide and all business you conduct as an ONTRAPORT Certified Individual shall; (i) not harm the reputation of ONTRAPORT or its products; (ii) not employ deceptive, misleading, or unethical practices; (iii) not make any representations, warranties, or guarantees to customers on behalf of ONTRAPORT; (iv) comply with all applicable federal and local laws and regulations (including, but not limited to laws regulating your professional status and licensing requirements and U.S. export regulations) and all other applicable governmental laws, statutes and regulations; (v) comply with all intellectual property and proprietary rights protections for ONTRAPORT software, development tools, and other products.

**4. Authorization to use Certification Logos.** Upon meeting the requirements for initial certification, and so long as you meet and comply with all applicable continuing certification requirements, ONTRAPORT authorizes you to use the ONTRAPORT Certification Logo for which you have been certified according to the terms and conditions of the ONTRAPORT Certification Logo Guidelines and this Agreement. All rights not expressly granted herein are reserved by ONTRAPORT. You acknowledge ONTRAPORT has sole ownership of the ONTRAPORT Certification Logo. You may not use or reproduce the Logos in any manner whatsoever other than as described herein or in the “Logo Guidelines”.

**5. Disclaimer of Warranty.** To the extent permitted by applicable law, ONTRAPORT specifically disclaims any and all statutory or implied warranties relating to the certification exam, including, without limitation, warranties of merchantability and fitness for a particular purpose.

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**6. Limitation of Liability.** To the extent permitted by law, ONTRAPORT's liability under these terms and conditions is limited to the amount paid by you for the certification exam. In no event shall ONTRAPORT or any affiliate or any of their respective Officers, Directors, Employees, Agents or Representatives be liable for any consequential, incidental, direct, indirect, punitive or special damages resulting from any breach of warranty or condition, or under any legal theory, including, but not limited to, loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits or contracts); loss of the use of money; loss of anticipated savings; loss of business; loss or opportunity; loss of goodwill; loss of reputation; loss of, damage to, corruption of, or compromise of data; or any indirect or consequential loss or damage caused, arising from or related to your Certification, failure to achieve certification, or use of or inability to use the ONTRAPORT Certification logos, or arising from or related to the termination or revocation of your Certification, even if ONTRAPORT has been advised of the possibility of such damages.

**7. Indemnification.** Applicant agrees to indemnify and hold ONTRAPORT harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits made against ONTRAPORT (i) by reason of Applicant's performance or nonperformance under this Agreement; (ii) arising out of Applicant's use of the Logos 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 Applicant. In the event ONTRAPORT seeks indemnification under this Section, ONTRAPORT will notify Applicant in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. ONTRAPORT reserves the right, at its option and sole discretion, to assume full control of the defense of such claim with legal counsel of its choice. In no event may Applicant enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind, ONTRAPORT in any manner, without the prior written consent of ONTRAPORT. Upon ONTRAPORT's request, you shall reimburse ONTRAPORT for any expenses reasonably incurred by ONTRAPORT in defending such a claim, including, without limitation, attorney's fees and costs, as well as any judgment on or settlement of the claim in respect to which the foregoing relates. This Section shall survive termination or expiration of this Agreement and all ONTRAPORT certification programs for any reason.

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**8. Confidentiality.** Anyone obtaining access to ONTRAPORT Certification Exams or Confidential Information is obligated to maintain the confidentiality of this information. If an individual is caught violating the terms of this provision they will be permanently ineligible for any ONTRAPORT Certification and shall be decertified from the ONTRAPORT Certification program and all current certifications associated with it. You agree to protect ONTRAPORT's Confidential Information, using at least the same degree of care that you use to protect your own confidential and proprietary information of similar importance, but no less than a reasonable degree of care. Recipient agrees to use ONTRAPORT's Confidential Information for the sole purpose of evaluation in connection with the purpose of this Agreement. You will not disclose, publish, or disseminate Confidential Information. You may disclose Confidential Information to the extent required by law, provided you make reasonable efforts to give ONTRAPORT notice of such requirement prior to any such disclosure and take reasonable steps to obtain protective treatment of the Confidential Information. Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby and ONTRAPORT retains all of its rights therein.

**9. Term and Termination.** This Agreement will commence immediately upon Applicant's acceptance of the terms and conditions of this Agreement prior to taking a certification examination. This Agreement will remain in effect if Applicant upgrades Applicant's status to include any other certifications, and the provisions of this Agreement specific to those new certification(s) will also apply to Applicant.

**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.

**Termination by ONTRAPORT.** Without prejudice to any other rights it may have under this Agreement or in law, equity, or otherwise, ONTRAPORT may terminate this Agreement upon the occurrence of any one or more of the following events ("Default"): (i) if Applicant fails to perform any of Applicant's obligations under this Agreement; (ii) if any government agency or court finds that any services as provided by Applicant are defective or improper in any

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way, manner or form; or (iii) if actual or potential adverse publicity or other information, emanating from a third party or parties, about Applicant, the services provided by Applicant, or the use of the Marks by Applicant causes ONTRAPORT, in its sole judgment, to believe that ONTRAPORT's reputation will be adversely affected. In the event of a Default, ONTRAPORT will give Applicant written notice of termination of this Agreement. In the event of a Default under (ii) or (iii) above, ONTRAPORT may immediately terminate this Agreement with no period for correction and without further notice. In the event of a Default under (i) above, or at ONTRAPORT's option under (ii) or (iii) above, Applicant will be given thirty (30) days from receipt of notice in which to correct any Default. If Applicant fails to correct the Default within the notice period, this Agreement will automatically terminate on the last day of the notice period without further notice.

**Termination by Either Party.** Upon termination of this Agreement for any reason, Applicant will immediately (i) cease all display, advertising, and other use of the Marks and (ii) cease all representations of current certification. Upon termination, all rights granted under this Agreement will immediately and automatically revert to ONTRAPORT.

**10. Data Protection.** You agree and understand that it is necessary for ONTRAPORT to collect, process and use your data in order to process Certifications and Exam scores and confirm compliance with ONTRAPORT's policies and applicable laws. As part of certain ONTRAPORT Certification Programs, ONTRAPORT may, from time to time, pass your details to its customers or partners who may wish to contact you about products or for your advice or assistance. Except for the foregoing, ONTRAPORT will protect your information in accordance with the ONTRAPORT Privacy Policy ([ontraport.com/legal-privacy/](https://ontraport.com/legal-privacy/)).

**11. Directory.** Acceptance of this Agreement signifies Applicant's permission for ONTRAPORT to list Applicant's name, Company, website URL, logo, state and country of residence, and certification credential(s) in its directory of credential-holders, which may be published online or by other means. Applicant may withdraw this permission at any time upon supplying ONTRAPORT with written notice.

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**12. General.** You may not assign your rights or obligations under these Terms and Conditions. Any unauthorized assignment will be void. ONTRAPORT will not be liable for performance or delays beyond its reasonable control. A waiver of any breach or default under these Terms and Conditions shall not constitute a waiver of any subsequent breach or default. If a court of competent jurisdiction holds that any provision of these Terms and Conditions is invalid or unenforceable, the remaining portions will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and the economic effect of the Terms and Conditions. These Terms and Conditions, including any additional terms referenced herein, constitute the entire agreement between ONTRAPORT and you with regard to ONTRAPORT Certification and supersede all prior negotiations, agreements, and understandings with respect to the subject matter, and no addition to or deletion from or modification of any of the provisions hereto shall be binding upon ONTRAPORT unless made in writing and signed by an authorized representative of ONTRAPORT. Any term or condition on any other document submitted by you shall be of no force or effect whatsoever, and is specifically rejected. ONTRAPORT reserves the right to change this Agreement at any time and without notice. Notices of changes to the Agreement will be given by ONTRAPORT posting the changes on the ONTRAPORT Certification Web site and will be deemed given when posted.

By signing this Agreement, you acknowledge that you have read and agree to the terms of the ONTRAPORT Certification Program Logo Guidelines (the “Logo Guidelines”) and the terms and conditions of the applicable ONTRAPORT Certification Policies (the “Policies”) which are incorporated and made a part of this Agreement by reference.

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SIGNATURE

DATE

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NAME (PRINT)