

RSA CERTIFICATION PROGRAM AGREEMENT

***** IMPORTANT *****

PLEASE READ CAREFULLY. AT THE END OF TERMS AND CONDITIONS STATED BELOW, YOU WILL BE ASKED TO ACCEPT OR REJECT SUCH TERMS. BY INDICATING YOUR ACCEPTANCE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

This is a legal agreement ("the Agreement") between You ("You" or "Your") and RSA Security LLC ("RSA"). As a condition of You being identified as a member of the RSA Certification Program, You agree to be bound by the terms set forth herein. The terms of this Agreement shall remain in force and shall apply with respect to any RSA Certification Program designation(s) for which You have attained certification for as long as You are classified as a member of the RSA Certification Program.

1. CERTIFICATION REQUIREMENTS

(A) Obtaining Certification:

To obtain certification in any of the RSA Certification Program designations, You must successfully comply with the initial certification requirements for that designation. Certification information is available on the Certification page of the RSA University Web site, or available from RSA at the address specified herein. By sending You acknowledgement of certification, RSA confirms that, according to its records, You have complied with the initial certification requirements for the RSA Certification Program designation.

(B) Maintaining Active Certification:

To maintain Your active certification(s), You must comply with any and all continuing certification requirements which shall be established by RSA and may include periodically taking a re-certification examination that tests Your knowledge of the features and functionality of any major product release. You acknowledge and agree that RSA may, in its sole discretion, change the certification requirements (both initial and continuing), RSA Certification Program designations, and RSA Certification Program Logos and Guidelines at any time. You are responsible for periodically checking the Certification page of the RSA University Web site for updates and compliance with any and all updates. Failure to comply with all requirements will result in termination of this Agreement.

(C) Transfer of Certification:

You shall not transfer or share Your RSA Certification Program certification and the benefits of such certification to or with another person or entity.

2. USE OF RSA CERTIFICATION PROGRAM DESIGNATIONS and LOGOS

Upon Your successful completion of the initial certification requirements, and so long as You remain in compliance with all applicable continuing certification requirements, RSA hereby authorizes You to use the RSA Certification Program designation for which You have obtained certification, which includes this RSA Certification Program Agreement.

You acknowledge RSA's sole ownership of the RSA Certification Program Logo and designations, and that nothing in the RSA Certification Program Agreement, or in Your performance as an RSA Certification Program member, or that might otherwise be implied by law, shall operate to give You any right, title or interest in the RSA Certification Program designation(s) or Logo, other than the authorization specifically granted.

You shall use the RSA Certification Program Logo and designation(s) in a manner that does not derogate from RSA's rights in the RSA Certification Program Logo and designations, and shall take no action that may interfere with or diminish RSA's rights in the RSA Certification Program Logo or designations, either during the term of the RSA Certification Program Agreement or afterwards. You agree to immediately cease all use of the RSA Certification Program designation(s) and Logo upon the expiration or termination of the RSA Certification Program Agreement.

Nothing in the RSA Certification Program Agreement authorizes You to use any RSA or its parent corporations' trademarks, service marks, or logos except as expressly specified in the RSA Certification Program Agreement.

3. LIMITATION OF LIABILITY

IN NO EVENT SHALL RSA, BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO YOUR CERTIFICATION, FAILURE TO ACHIEVE CERTIFICATION, OR USE OF OR INABILITY TO USE THE RSA CERTIFICATION PROGRAM LOGO OR DESIGNATIONS, OR ARISING FROM OR RELATED TO THE TERMINATION OF YOUR CERTIFICATION, EVEN IF RSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

4. INDEMNIFICATION

You agree to indemnify and hold RSA harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of:

- i. Your use of the RSA Certification Program Logo and/or the RSA Certification Program designation(s) in a manner which is in any way inconsistent with the terms of the RSA Certification Program Agreement;
- ii. By reason of Your performance or non-performance as a RSA Certification Program member; or
- iii. RSA's termination of the RSA Certification Program Agreement.

In the event RSA seeks indemnification from You under this Section, RSA will immediately notify You in writing of any claim or proceeding brought against it for which it seeks indemnification. In no event may You enter into any third-party agreements that would, in any manner whatsoever, affect the rights of, or bind, RSA in any manner, without the prior written consent of RSA.

5. REPRESENTATIONS

All individuals who are certified under the RSA Certification Program recognize that such certification is a privilege that must be both earned and maintained. In support of this, You represent that all business You conduct in Your capacity as an RSA Certification Program member, and all services You provide concerning RSA's products, shall be performed in a manner that:

- a) Does not, in any way, harm RSA's reputation;
- b) Avoids deceptive, misleading, or unethical practices;
- c) Avoids making any representations, warranties, or guarantees to customers on behalf of RSA for RSA's products or otherwise;
- d) Complies with all applicable U.S. export regulations and other applicable governmental laws and regulations; and
- e) Complies with copyright and other intellectual property and proprietary rights protections for RSA's products.

6. NON-DISCLOSURE AGREEMENT

You expressly undertake to retain, in confidence, all information and know-how transmitted to You by RSA that RSA has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding its disclosure, ought in good faith to be treated as proprietary and/or confidential, and You will make no use of such information and know-how except under the terms and during the existence of the Non-Disclosure Agreement.

You expressly acknowledge that the RSA Certification Program certification test questions and materials are subject to these confidentiality and non-disclosure obligations, and may not be disclosed to or discussed with others, or posted or published in any forum or through any medium.

Notwithstanding the foregoing, You shall have no obligation to maintain the confidentiality of information that:

- i. Has become generally available to the public through no wrongful act on Your part;
- ii. Has been independently developed; or
- iii. Is known to be free of restrictions.

Further, You may disclose confidential information as required by governmental or judicial order, provided You give RSA prompt written notice prior to such disclosure, and comply with any protective order (or equivalent) imposed on such disclosure.

Your obligation under this Section shall survive the expiration or termination of the RSA Certification Program Agreement and continue after any termination of said Agreement.

7. TERMINATION

Termination By Either Party:

Either party may terminate the RSA Certification Program Agreement at any time, with or without cause.

Immediate Termination By RSA:

Without prejudice to any rights RSA may have under the RSA Certification Program Agreement or in law, equity, or otherwise, and in addition to its rights outlined in the previous paragraph, RSA may terminate the RSA Certification Program Agreement immediately, including termination of any certifications and RSA Certification Program designations to which the Agreement relates, and termination of Your use of the corresponding RSA Certification Program Logo, upon the occurrence of any one of the following events (the "Defaults"):

- i. You fail to comply with the applicable continuing certification requirements for such certification;
- ii. You otherwise fail to comply with any of the terms of the RSA Certification Program Agreement, including, without limitation, the terms governing the use of the RSA Certification Program designations and Logo;
- iii. You engage in misappropriation or unauthorized disclosure of any trade secret or confidential information of RSA (including, but not limited to, any RSA Certification Program certification test materials or other RSA materials with respect to which You are under non-disclosure obligation), or pirate any RSA's product, or otherwise infringe any other intellectual property right of RSA, or engage in any other activities prohibited by law; or
- iv. A government agency or court finds that services You provided concerning RSA's products, to which Your certification relates, are defective in any way.

In the event any Default occurs, RSA will provide You with written notice of termination of the RSA Certification Program Agreement.

Obligations Upon Termination

From and after termination of the RSA Certification Program Agreement, You shall immediately cease all use of any RSA Certification Program designation and Logo to which the Agreement relates.

8. GENERAL PROVISIONS

Governing Law:

The laws of the Commonwealth of Massachusetts will, in all respects, govern the RSA Certification Program Agreement.

Compliance with Laws:

You agree that at all times You shall conduct Your business in compliance with all applicable federal, state and local laws and regulations, including, but not limited to, laws regulating Your professional status and designation.

You should note that some states and/or countries regulate the use of the term "engineer" and You should comply, as applicable, with any such laws in addition to the RSA Certification Program Agreement in connection with attaining the RSA Certification Program designation(s).

Modifications:

Except as otherwise expressly provided in the RSA Certification Program Agreement, the terms of said Agreement may be modified only by RSA's transmission to You setting out any modifications. Modifications to the Agreement shall be effective 30 days following the date on which RSA transmits the modification notice.

If You do not wish to accept the modified Agreement, You shall send written notice of termination to RSA.

9. NOTICES

All notices required by the RSA Certification Program Policies and Procedures and/or the RSA Certification Program Agreement must be addressed to:

**Dir. Educational Services Worldwide
RSA Certification Program
RSA Security LLC
174 Middlesex Turnpike
Bedford, MA 01730 USA**

All notices will be sent to the e-mail or mailing address You provided at registration unless You have updated Your address by e-mailing RSA at: **certification@rsa.com**.

If You accept the above Terms and Conditions, please click the **YES** Button. By selecting **YES**, You agree to be bound by such Terms and Conditions stated above.

Click the **NO** button if you do not accept these terms.

Yes, I agree.

No, I do not agree.

Note: You must accept the terms of the RSA Certification Program Agreement - as stated above - to continue with this exam.