

INTERSYSTEMS CERTIFICATION PROGRAM AGREEMENT

InterSystems Corporation, Inc. (“InterSystems”) and you (“You” or “Your”) hereby agree that the following terms and conditions (the “Agreement”) govern your participation in the InterSystems Certification Program (the “Certification Program”).

By accessing any InterSystems Certification exam, InterSystems Certification Program benefit, InterSystems Certification credential, InterSystems Certification title or logo, you accept the terms and conditions of this Agreement. If you do not accept this Agreement, do not access or use any InterSystems Certification exam, InterSystems Certification Program benefit, InterSystems Certification credential, or InterSystems Certification logo.

1. DEFINITIONS

"InterSystems Certification" refers to the process of passing the requisite Exam(s), and/or other listed assessment requirements, while meeting and maintaining compliance with all certification or recertification requirements to use the corresponding Credential or Logo.

"InterSystems Certification Credential" or "Credential" means the full or abbreviated title of a specific InterSystems Certification that is used to signify an individual’s compliance with the requirements for a specific InterSystems Certification.

"Certification Exam" or "Exam" or "test" or "Assessment" means the applicable InterSystems certification exam or assessment item designed to help validate an individual’s skills for a particular InterSystems product line or technology that is the subject of the Exam or assessment item.

"Certification Requirements" means those requirements specified or referenced in this Agreement that You must meet in order to receive or maintain the InterSystems Certification and use the Logo in accordance with the terms of this Agreement.

"InterSystems Certification Logo" or "Logo" means the specific InterSystems Certification logo designated for a specific InterSystems Certification currently available online at InterSystems corporate website or by requesting information from certification@intersystems.com.

"InterSystems Certification Badge" or "Badge" means the digital or graphic credential document that is issued upon Certification Requirements fulfillment.

2. CERTIFICATION

2.1 Certification Requirements. To obtain and maintain an InterSystems Certification, You must:

- Pass all required Exams or other listed assessment requirements and satisfy all certification and recertification requirements for the applicable InterSystems Certification;
- accept the terms and conditions in this Agreement;
- comply with any additional requirements as specified for an applicable Credential on the InterSystems website.

2.2 Modifications to Certification Requirements or the Certification Program.

InterSystems reserves the right to change the Certification Program; without cause or notice, including but not limited to changing Certification Requirements; specifying an expiration of any Credential; changing recommended and/or required training courses; and changing test objectives, test content, test passing score, test item type, time allowed for test, and test delivery platform for any Certification Exam. Furthermore, InterSystems may, without cause or notice, require You to update Your Credential by requesting You to re-take any or all applicable Certification Exams and/or execute a new version of this Agreement with InterSystems. The most current Certification Requirements for Your applicable InterSystems Certification(s) can be found on the InterSystems website or by requesting information from certification@intersystems.com.

2.3 Credential and Logo Usage. Upon completion of the applicable Certification Requirements and receipt of Your appropriate Badge or graphic as defined by the Certification Program or InterSystems Certification Credential, InterSystems grants You a nonexclusive, nontransferable, nonassignable, nonsublicensable, personal and revocable right to designate Yourself with the applicable Credential and any applicable Logo or Badge. You may use that Credential only to promote Your qualifications related to the use of the applicable product line or technology and for no other purpose.

2.4 Credential, Logo and Badge Restrictions. You may not use or reproduce the Credential, Logo, or Badge in any manner whatsoever other than as described in this Agreement and the Guidelines, and in any applicable artwork provided by InterSystems. You will use the Credentials, Logos and Badges in a manner that does not infringe or constrain the rights of InterSystems in the Credentials, Logos or Badges, and will take no action that may interfere with or diminish the rights of InterSystems in the Credentials, Logos or Badges or damage InterSystems' reputation or goodwill in the Credentials, Logos or Badges. You will not use the Credentials, Logos or Badges in a way that may cause confusion about whether any products or services you offer are InterSystems products or services.

2.5 Ownership. All rights not expressly granted herein are reserved by InterSystems. You acknowledge InterSystems' sole ownership of the Program, Credentials, Logos,

Exams, Assessments, and Badges and any associated goodwill, and that InterSystems retains all right, title, and interest in and to the Program, Credentials, Logos, Exams, Assessments, and Badges. InterSystems is the sole beneficiary of the goodwill associated with Your use of the Program, Credentials, Logos, Exams, Assessments, and Badges.

2.6 Termination. You may terminate this Agreement at any time upon written notice to InterSystems. Additionally, this Agreement will automatically terminate if InterSystems cancels the Certification Program. Further, InterSystems reserves the right to terminate this Agreement for cause and revoke Your Credential at any time upon written notice to You (sent to Your last known mailing and email address). Cause for Termination shall include, (i) any breach of this Agreement which remains uncured for 30 days following notice of the breach by InterSystems, (ii) InterSystems' determination, in its sole discretion, that You have cheated on any Certification Exam, have aided in the cheating of a Certification Exam or have disclosed test questions of any Certification Exam to a third party, or (iii) Your misrepresentation of Your InterSystems Certification Credential. Upon termination of this Agreement, all rights related to Your InterSystems Certification Credential, including all rights to use Your InterSystems Certification Credential and the Logo, will immediately terminate. Except as provided herein, you shall have no further rights or obligations under this Agreement after termination.

3. COMPLIANCE WITH EXAM REGULATIONS

You agree to comply with all exam or assessment regulations required by InterSystems and/or InterSystems authorized contractors that administer Exams or Assessments, including, without limitation the policies listed below.

3.1 No Cheating. You agree that all work submitted by You in completing the Exam or Assessment and in satisfaction of the of the Certification Requirements, including answers, assignments, resolutions and personal registration information is entirely Your own. You will neither: (i) provide nor accept improper assistance; nor (ii) use unauthorized materials in attempting to satisfy Certification Requirements.

3.2 No Misconduct. You agree that You will not (i) falsify your identity or impersonate another individual; (ii) forge any InterSystems Certification Credential certificates, Certification Exam score reports, identification cards or any other Certification Exam records; (iii) engage in fraudulent conduct or misrepresent yourself as Certified when You have not successfully met the applicable Certification Requirements; (iv) copy, resell, distribute or misuse any Certification Exam voucher(s) or any other Certification Exam discount; (v) engage in any other misconduct that could be considered by InterSystems, in its sole discretion, as compromising the integrity, security or confidentiality of the Certification Exam or the Certification Program.

3.3 No Disclosure. You understand and agree that Exams are InterSystems' confidential and proprietary information as well as the result of substantial efforts made on the part of InterSystems. You agree to maintain the confidentiality of Exams and not disclose (whether verbally, in writing, or in any media) the contents of any Exam or any part thereof. Further, You agree not to request any other individual to disclose any Exam or any part thereof to You.

3.4 No Misuse of Exams. You agree that You will not copy, publish, offer to sell, sell, publicly perform or display, distribute in any way or otherwise transfer, modify, make derivative works thereof, reverse engineer, decompile, disassemble or translate any Certification Exam or part thereof.

3.5 Retesting Policy. You agree to comply with InterSystems Certification Exam retake policy when retaking any Certification Exam that You previously failed. You may not retake an exam You have passed previously unless You are recertifying in the technology and a new version of the exam has been released. The retake policy is available on InterSystems website or by requesting information from certification@intersystems.com.

4. INTERSYSTEMS ACTION FOR NONCOMPLIANCE

You understand and agree that if for any reason, InterSystems, in its sole discretion, believes Your exam result does not accurately reflect Your true knowledge or mastery of the subject matter of an Exam, InterSystems has the right to deny You any further participation in the Program, cancel a passed Exam result, revoke any pre-existing InterSystems certifications, revoke your InterSystems Certified status and any other rights previously conferred on you by InterSystems, and/or permanently bar You from any further participation in InterSystems' certification program.

5. REPRESENTATIONS AND WARRANTIES

5.1 By 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 InterSystems or its products and (ii) You shall not make any representation, warranty or promise on behalf of or binding upon InterSystems.

5.2 Disclaimer. INTERSYSTEMS MAKES AND YOU UNDERSTAND THAT YOU RECEIVE NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT EXCEPT FOR INTERSYSTEMS OPERATION OF THE CERTIFICATION PROGRAM IN GOOD FAITH. INTERSYSTEMS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS.

6. PRIVACY

6.1 Personal Information. You acknowledge and agree that InterSystems collects certain information about you to run the Program and that the InterSystems Certifications you have earned, and your Program activities may be tracked and associated with your personal information. InterSystems will treat the personal information you provide while participating in the Certification Program in accordance with the InterSystems Privacy Policy, located at <https://www.intersystems.com/privacy-policy/>.

6.2 Use of Personal Information. You agree that InterSystems may occasionally contact you to invite you to participate in surveys and research to benefit the Certification Program and this participation is optional.

6.3 Disclosure of Personal Information. You grant InterSystems the right to share your name, contact information (including email address), employer's company name, the Credentials you have earned, and your status in the Program with (i) other InterSystems programs to verify your and your employer's compliance with other InterSystems program requirements, and (ii) with contracted exam delivery providers that deliver InterSystems Certification Exams in connection with your participation in the Program.

7. INDEMNIFICATION

You agree to indemnify, defend, and hold InterSystems harmless against any losses, liabilities, damages, claims, and expenses (including attorneys' fees and court costs) arising out of any claims or suits, whatever their nature and however arising, in whole or in part, which may be brought or made against InterSystems or its affiliates, officers, employees, or assigns, in connection with: (i) any personal injury, property damage or other claims which are caused, directly or indirectly by any negligent act, omission, illegal or willful misconduct by You, (ii) Your use or misuse of InterSystems Certification Credential and/or the Logo or Badge; (iv) Your use or misuse of InterSystems' confidential information; and/or (v) Your breach of any obligations or warranties under this Agreement.

8. LIMITATION OF LIABILITY

8.1 Liability. The Certification Exam may be administered by an independent exam vendor. You acknowledge and agree that InterSystems 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 results.

8.2 Damages. INTERSYSTEMS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFITS, REVENUE, DATA OR USE. INTERSYSTEMS' LIABILITY FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID TO INTERSYSTEMS UNDER THIS AGREEMENT.

9. INDEPENDENT CONTRACTOR

You acknowledge that both parties are independent contractors. You will not represent Yourself as an agent, employee, consultant, contractor or legal representative of InterSystems or any subsidiary thereof, based upon this Agreement.

10. GENERAL

- 10.1 Governing Law. This Agreement is governed by the substantive and procedural laws of the Commonwealth of Massachusetts and You and InterSystems agree to submit to the exclusive jurisdiction of, and venue in, the federal and state courts of Massachusetts in any dispute arising out of or relating to this Agreement.
- 10.2 Severability and Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the other provisions of this Agreement shall continue in full force and effect. Except for actions for nonpayment or breach of InterSystems' intellectual property or other proprietary rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.
- 10.3 No Assignment. You may not assign your rights and/or obligations, in whole or in part, under this Agreement to any third party. Any such attempted assignment shall be null and void.
- 10.4 Survival. Provisions that survive termination or expiration of this Agreement include those pertaining to limitation of liability, indemnification, nondisclosure, and others which by their nature are intended to survive.
- 10.5 Entire Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.