

## SAS Institute Inc. Certification Program Candidate Agreement

**Important: Please carefully read the terms and conditions of this SAS Institute Inc. Certification Program Candidate Agreement (“Agreement”) before clicking on the “Yes, I Accept” button.**

By clicking on the “Yes, I Accept” button, you agree to these terms, and SAS Institute Inc. (“SAS”) will authorize you to take the certification examination with which this Agreement is associated in accordance with the terms hereof. If you do not agree to all of the terms of this Agreement, click “No, I Decline”. Upon clicking “Yes, I Accept”, the certification examination will begin.

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1. **Purpose.** SAS has established a formally documented program under which individuals may take examinations to demonstrate competence relating to one or more SAS products or solutions (the “Program”). The Program includes all SAS® Certified Professional certification credentials. Successful participants in the Program may become authorized to use certain SAS Marks, as defined below, pertaining to the certification credential that the participant has completed. Individuals may obtain one or more SAS certification credentials; obtaining one certification credential does not entitle a participant to use the Marks pertaining to any other certification credential.

2. **Definitions.**

2.1 **Applicant** means the individual who, in consideration for being allowed to take one or more certification examinations offered by SAS, agreed to the terms of this Agreement.

2.2 **Marks** means the service marks and logos pertaining to the certification credential that Applicant has completed.

3. **Nondisclosure.** All examination content is SAS’ intellectual property and is protected by intellectual property laws. Applicant is expressly prohibited from disclosing or disseminating to any other person or third party any SAS examination content in whole or in part including, but not limited to, examination questions, graphics, forms of questions, or question answers by any means verbal or written, electronic or mechanical, for any purpose. The foregoing obligations of nondisclosure and nonuse are binding on Applicant until such time, if ever, as the specific information covered by the obligations are made generally available to the public. The foregoing

obligations of nondisclosure and nonuse shall survive termination or expiration of this Agreement and all SAS certification programs for any reason.

#### 4. **Certification**

4.1 **Requirements** Applicant's certification credential is based on Applicant's successful completion of the required testing and Applicant's compliance with this Agreement and the requirements described in Section 5 herein regarding Applicant's use of the Marks. Once certification is granted, Applicant may maintain Applicant's certification by completing, within the time frame specified by SAS, all continuing certification requirements, if any, that correspond with Applicant's particular certification credential. If Applicant does not complete the continuing certification requirements within the time frame specified by SAS, Applicant's certification for that credential will be revoked without further notice, and all rights pertaining to that certification (including the right to use the applicable Marks) will terminate. Applicant retains Applicant's certification status if Applicant leaves Applicant's current employment and/or begins working with a new organization. However, Applicant may not transfer Applicant's certification status to another person. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SAS HAS THE RIGHT NOT TO GRANT, CONTINUE, OR RENEW APPLICANT'S CERTIFICATION IF SAS REASONABLY DETERMINES THAT APPLICANT'S CERTIFICATION OR USE OF THE CORRESPONDING MARKS WILL ADVERSELY AFFECT SAS. THIS AGREEMENT APPLIES TO ANY AND ALL CERTIFICATIONS OBTAINED BY APPLICANT.

4.2 **Modification to Certification Requirements and Examinations.** SAS may make modifications at any time to the Program including, but not limited to, certification requirements, examination test objectives and/or content, passing scores, examination duration and examination retirements. It is the responsibility of Applicant to stay informed of any such modification.

4.3 **Applicant conduct** Applicant conduct that could, in the sole discretion of SAS, compromise the integrity, security or confidentiality of the Program in any way is prohibited and may result in certification revocation or the invalidation of examinations. Examples include but are not limited to altering exam results or original score reports, impersonating another person when registering for or taking an examination, using false identity, using unauthorized examination preparation materials, giving or receiving unauthorized

assistance, taking notes during an examination, violating test center policies, violating the SAS nondisclosure policy.

**4.4 Scoring Pattern Review** SAS reserves the right to review Applicant's examination for scoring accuracy and response patterns to ensure a valid measure of Applicant's knowledge and skills. Examinations with response pattern abnormalities, whether there is a suspicion of Applicant misconduct or measurement error as identified by statistical analysis, are subject to invalidation and a possible request to retake the exam.

**4.5 Appeals** Applicants can appeal a certification revocation or examination invalidation by contacting the SAS Global Certification Program at [certification@sas.com](mailto:certification@sas.com) within 60 days of the action.

**5. Trademarks.** Subject to the terms and conditions of this Agreement, SAS grants to Applicant a non-exclusive, personal and non-transferable license to use the Marks solely in connection with providing services corresponding to the certification credential Applicant has achieved. Applicant may use the Marks on such promotional, display, and advertising materials as may, in Applicant's reasonable judgment, promote the services corresponding to Applicant's certification credential and which are permitted by the terms of SAS' trademark guidelines corresponding to the certification credential as shall be provide to Applicant from time to time. Applicant may not use the Marks for any purposes that are not directly related to the provision of the services corresponding to Applicant's particular certification. Applicant may not use the Marks of any credential unless Applicant has completed the certification requirements for that certification credential and has been notified by SAS in writing that Applicant has achieved certification status for that particular credential.

**6. Term and Termination.**

**6.1 Term.** 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.

6.2 **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.

6.3 **Termination by SAS.** Without prejudice to any other rights it may have under this Agreement or in law, equity, or otherwise, SAS 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 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 SAS, in its sole judgment, to believe that SAS' reputation will be adversely affected. In the event of a Default, SAS will give Applicant written notice of termination of this Agreement. In the event of a Default under (ii) or (iii) above, SAS 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 SAS' 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.

6.4 **Effect of Termination.** 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 SAS.

7. **Conduct of Business.** Applicant shall (i) exercise its independent business judgment in rendering services to Applicant's customers; (ii) avoid deceptive, misleading, or unethical practices which are or might be detrimental to SAS or its products; and (iii) refrain from making any representations, warranties, or guarantees to customers on behalf of SAS. Without limiting the foregoing, Applicant agrees to not misrepresent Applicant's certification status or Applicant's level of skill and knowledge related thereto.

8. **Indemnification by Applicant.** Applicant agrees to indemnify and hold SAS harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits made against SAS (i) by reason of Applicant's performance or non-performance under this Agreement; (ii) arising out of Applicant's use of the Marks 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 SAS seeks indemnification under this Section, SAS will notify Applicant in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. In no event may Applicant enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind, SAS in any manner, without the prior written consent of SAS. This Section shall survive termination or expiration of this Agreement and all SAS certification programs for any reason.

9. **Disclaimer of Warranties; Limitation of Liabilities.** SAS makes, and Applicant receives, no warranties or conditions of any kind, express, implied or statutory, related to or arising in any way out of any certification examination, any SAS certification program, or this Agreement. SAS specifically disclaims any implied warranty of merchantability, fitness for a particular purpose and non-infringement of any third party rights. In no event shall SAS be liable for indirect, consequential, or incidental damages (including damages for loss of profits, revenue, data, or use) arising out of this Agreement, any SAS certification program, or incurred by any party, whether in an action in contract or tort, even if SAS has been advised of the possibility of such damages. SAS' liability for damages relating to any certification examination, any SAS certification program, or this Agreement shall in no event exceed the amount of application fees actually paid to SAS by Applicant. Some jurisdictions do not allow limitations of the liability so certain of these limitations may not apply; however, they apply to the greatest extent permitted by law. Applicant acknowledges and agrees that SAS has made no representation, warranty, or guarantee as to the benefits, if any, to be received by Applicant from third parties as a result of receiving certification. This Section shall survive termination or expiration of this Agreement and all SAS certification programs for any reason.

10. **Retake Examination Policy.**

If an Applicant does not pass a particular SAS certification examination on the first attempt, the examination can be retaken after a waiting period of fourteen (14) days between each subsequent attempt. A maximum of five (5) attempts per particular examination are allowed in any twelve (12) month period.

Once an Applicant has passed a particular SAS certification examination, no further attempts are allowed.

Beta exams may only be taken one (1) time by any Applicant.

Examination attempts that do not comply with this policy will be considered invalid and will not be eligible for refund. Exceptions to the Exam Retake Policy require prior approval from the SAS Global Certification program.

11. **Certification of Minors.** Applicants under the age of 18 must have this Agreement countersigned by a parent or legal guardian prior to attempting any SAS examination. Contact the SAS Global Certification Program at [certification@sas.com](mailto:certification@sas.com) for submission requirements.

12. **General Provisions.** North Carolina law, excluding choice of law provisions, and the laws of the United States of America govern this Agreement. Failure to require compliance with a part of this Agreement is not a waiver of that part. If a court of competent jurisdiction finds any part of this Agreement unenforceable, that part is excluded, but the rest of this Agreement remains in full force and effect. Any attempt by Applicant to transfer or assign this Agreement or any rights hereunder is void. Applicant acknowledges and agrees that Applicant and SAS are independent contractors and that Applicant will not represent Applicant as an agent or legal representative of SAS. This Agreement and all documents incorporated herein by reference are the parties' complete and exclusive statement relating to their subject matter. This Agreement will not be supplemented or modified by any course of dealing or usage of trade. SAS reserves the right to revise the terms of this Agreement from time to time. In the event of a revision, Applicant's signing or otherwise manifesting assent to a new agreement may be a condition of continued certification. Applicant agrees to comply, at Applicant's own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department, or agency which apply to or result from Applicant's rights and obligations under this Agreement.

05.01.PBS062 SAS and all other SAS Institute Inc. product or service names are registered trademarks or trademarks of SAS Institute Inc. in the USA and other countries. ® indicates USA registration. Other brand and product names are registered trademarks or trademarks of their respective companies.