

## SAS Institute Inc. Global Certification Program Candidate Agreement

**Important: Please carefully read the terms and conditions of this SAS Institute Inc. Global Certification Program Candidate 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. will authorize you to take the certification examination with which this SAS Institute Inc. Global Certification Program Candidate Agreement is associated in accordance with the terms hereof. If you do not agree to all of the terms of this SAS Institute Inc. Global Certification Program Candidate Agreement, click on the “No, I Decline” button. Upon clicking on the “Yes, I Accept” button, the certification examination will begin.

1. **Purpose.** SAS Institute Inc. (“SAS”) is in the business of, among other things, manufacturing, distributing, licensing, and promoting computer software products. 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. This program includes all SAS® Global Certification credentials. Successful participants in this program may become authorized to use the SAS Marks pertaining to the certification credential that the participant has completed. Individuals may obtain one or more of 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 SAS Institute Inc. Global Certification Program Candidate Agreement (“Agreement”).

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

3. **Nondisclosure.** Applicant shall not disclose to any third party or use any information concerning any certification examination of SAS, including, but not limited to questions, form of questions, or answers. 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.** 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 the corresponding SAS trademark guidelines, the terms of which are incorporated herein by reference and which may be changed from time to time by SAS in its sole discretion. Applicant acknowledges that SAS has the right to change at any time the requirements for obtaining or maintaining any certification and/or to discontinue any certification in SAS’ sole discretion. 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. Applicant is responsible for keeping Applicant informed of SAS’ continuing certification requirements and for maintaining Applicant’s certification. 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.

5. **Grant and Consideration.** 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 the SAS' trademark guidelines corresponding to the certification credential. 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. 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.

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.** Applicant may attempt each SAS certification examination up to five (5) times in a twelve (12) month period, waiting a minimum of fourteen (14) days between attempts. Examinations that do not comply with this retake examination policy will be considered invalid and will not be eligible for refund and/or a certification credential. Once a passing score is achieved on a specific exam, no further attempts are allowed on that exam.

11. **Directory.** Acceptance of this Agreement signifies Applicant's permission for SAS to list Applicant's name, 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 SAS with written notice.

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. Any modifications to this Agreement must be in writing and signed by both parties. 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.

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05.01.KLS009/07DEC11

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