

LIBERTY CERTIFICATION PROGRAM AGREEMENT

This Liberty Certification Program Agreement ("Agreement") is a legal document between you and Liberty Software, Inc. ("Liberty") regarding your participation in the Liberty Certification Program ("Program"). The terms of this Agreement apply to (a) any Liberty Certifications you have received, and (b) your participation in the program, including but not limited to your access to and use of any Liberty certification training materials, videos, and Liberty Certification credentials, that Liberty makes available to you as part of the program.

BY ACCESSING OR USING LIBERTY CERTIFICATION MATERIAL OR LIBERTY CERTIFICATION CREDENTIAL, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT DO NOT ACCESS OR USE ANY LIBERTY CERTIFICATION MATERIAL OR LIBERTY CERTIFICATION CREDENTIAL.

1) Definitions

- a) "*Liberty Certification*" means passing the required exams, and meeting and maintaining compliance with all certification requirements, to use the corresponding Credential.
- b) "*Liberty Certification Credential*" or "*Credential*" means the title or badge of a specific Liberty Certification that is used to signify an individual's compliance with the requirement for a specific Liberty Certification.
- c) "*Liberty Certification Exam*" or "*Exam*" means a Liberty certification exam designed to test an individual's skills for a particular subject.
- d) "*Liberty Logos*" means Liberty's names, marks, or logos.

2) Liberty Certification

- a) To obtain and maintain a Liberty Certification you must: (1) Pass all required Exam(s) and satisfy all certification requirements for the applicable Liberty Certification, and (2) Accept the terms and conditions in this Agreement.
- b) Liberty Certifications may expire or require continuing education or other requirements to maintain your Certification as required by applicable Liberty Certification.
- c) Liberty may, at its sole discretion, change the Liberty Certification requirements (both initial and continuing) at any time by posting such changes on the Liberty Certification website. You will be allowed six (6) full calendar months to comply with any additional requirements. Your right to use a particular Credential may terminate if you do not comply with any additional certification requirements associated with a particular Credential.

3) Use of Credentials and Liberty Logos

- a) Subject to, and express conditioned upon, (a) your compliance with the terms and conditions of this Agreement, (b) your successful completion of all current requirements for the Liberty Certification, (c) your continued compliance with all current certification requirements, Liberty hereby grants you the right to use the Credential(s) for which you have obtained Liberty Certification to promote your knowledge about the corresponding Liberty products and industry knowledge. These rights may not be shared, assigned, transferred, or sublicensed.
- b) Your Credential(s) may include or be provided with Liberty Logos. In that case you may use the Liberty Logos solely as part of your permitted use of the Liberty Credential.

4) Exam Conduct

If Liberty believes you have engaged in any fraudulent behavior or misconduct that could diminish or compromise the security or integrity of the program in any way, you may be decertified and terminated from the Program and permanently ineligible to participate in the program. To ensure a fair Exam and the integrity of Liberty Credentials you agree:

- a) Not to disclose, or discuss, or post, or publish, in any medium or forum, Exam questions or answers.
- b) Not to cheat on any Exam; take an Exam for anyone else or permit anyone to take an Exam for you; or receive or provide anyone else with unauthorized assistance or materials for and Exam.
- c) Seek unauthorized access to an Exam or try to photograph or otherwise copy any Exam, or portion of an Exam.

5) Liberty Confidential Information

"Confidential information" means all Exam(s), (including questions, answers, and related materials) and any training materials (including but not limited to videos, screenshots, and information) provided by Liberty. During and after the term of this agreement you will (a) maintain the Confidential Information in confidence and not disclose it to any third party and (b) use the Confidential Information only for participation in the Program and not for any other use.

6) Your Information

You grant Liberty the right to share your name, contact information, the Credentials you have earned and their status in the Program with your employer to verify your and your employer's compliance with other Liberty program requirements.

7) Ownership

Liberty owns all right, title, and interest (including intellectual property rights) in and to Exams, Credentials, and Liberty Logos. You acknowledge Liberty's sole ownership of the Credentials, and any associated goodwill. Liberty retains all right, title, and interest in and to the Credentials.

8) Changes to Agreement

Liberty reserves the right to (a) update and change the Agreement, (b) change the Program or any aspect of it at any time, including the right to retire Credentials, change certification requirements, and change Program requirements and benefits, and (c) discontinue the Program. Liberty will post changes on the Liberty Certification website. You are responsible for checking Liberty Certification websites regularly for changes. Changes are effective on the date the changes are posted.

9) Termination

You may terminate this Agreement at any time by ceasing participation in the Program and you use of all Credentials and Liberty Logos. If Liberty suspects, in its sole discretion, that you have violated this Agreement or committed any fraud or misconduct, or that you misrepresent your Certification status, Liberty may terminate this Agreement, suspend your participation in the Program, or revoke your Credentials as Liberty deems appropriate. Liberty may also, at any time and in its sole discretion and without liability to you, terminate this Agreement, revoke your Credentials, or cease offering the Program or Credentials entirely. Upon termination for any reason (a) you must immediately stop using Credentials and Liberty Logos and (b) all provisions of this Agreement will survive, other than your rights to use Credentials and Liberty Logos.

10) NO WARRANTIES

LIBERTY DOES NOT GUARANTEE YOUR SATISFACTION WITH THE PROGRAM OR YOUR RESULTS. LIBERTY MAKE NO WARRANTIES REGARDING THE PROGRAM, CREDENTIALS, AND HEREBY DISCLAIMS ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW.

11) LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LIBERTY OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE PROGRAM (WHETHER FOR PROGRAM BENEFITS, TERMINATION, OR OTHERWISE), YOUR LIBERTY CERTIFICATION, FAILURE TO ACHIEVE A LIBERTY CERTIFICATION, OR THE USE OF OR INABILITY TO USE THE CREDENTIALS. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12) INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD LIBERTY AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, COSTS, LIABILITIES, JUDGMENTS, LOSSES, EXPENSES, AND DAMAGES (INCLUDING ATTORNEYS' COSTS AND FEES) ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO (A) YOUR PARTICIPATION IN THE PROGRAM; (B) YOUR USE OF ANY CREDENTIALS; (C) ANY THIRD PARTY'S RELIANCE ON YOUR CREDENTIALS OR (D) THE TERMINATION OF THIS AGREEMENT BY LIBERTY PURSUANT TO THE TERMS IN THIS AGREEMENT.

13) Miscellaneous

This Agreement will be governed and constructed by the laws of the State of Texas without regard to its conflict of laws provision. Each party consents to the exclusive jurisdiction and venue in any federal, state, or local court located in Tarrant County, Texas. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees, costs, and other expenses, including the costs and fees incurred on appeal or in a bankruptcy or similar action. This Agreement contains the entire agreement of, and supersedes any and all prior understandings, arrangements, and agreements between the parties, either oral or written, with respect to the subject matter hereof. Any provision of this Agreement, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. Failure to enforce any provision is not a waiver and all waivers must be in writing. You may not assign, transfer, or delegate any right or obligations under this Agreement. Liberty may assign this Agreement and its rights and obligations to any of its affiliates or in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of its assets or voting securities to which this Agreement relates. The parties are independent contractors. This Agreement does not create an employer-employee relationship, partnership, joint venture, or agency relationship, and does not create a franchise. You may not make any representation, warranty, or promise on Liberty's behalf.