

TANIUM INC.  
TANIUM CERTIFICATION AGREEMENT

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS THOROUGHLY.**

**IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS CERTIFICATION AGREEMENT, PLEASE INDICATE THIS BY SELECTING THE “ACCEPT” BUTTON AT THE BOTTOM OF THIS AGREEMENT. SELECT “DECLINE” IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS SET OUT BELOW IN WHICH CASE YOU WILL NOT BE ELIGIBLE TO REGISTER OR TAKE THE EXAM.**

**UPON NOTICE BY EMAIL, TANIUM MAY CHANGE THE TERMS OF THE AGREEMENT FROM TIME TO TIME AT ITS SOLE DISCRETION. PLEASE REVIEW THESE TERMS CAREFULLY AS YOU ARE RESPONSIBLE FOR COMPLYING WITH THE MOST CURRENT VERSION OF THE AGREEMENT.**

This Certification Agreement is made and entered into as of the date you click “ACCEPT” and is between you and Tanium Inc. (“**Tanium**”).

## **1. DEFINITIONS**

- 1.1. “**Certification(s)**” means any in the set of professional certification programs offered by Tanium.
- 1.2. “**Tanium Certified**” means an individual who has successfully met the requirements for Certification as set forth in Section 3.
- 1.3. “**Program(s)**” means the Certification programs offered by Tanium under this Agreement.
- 1.4. “**Testing Delivery Partner**” means the entity engaged by Tanium to administer the applicable examination.

## **2. CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP**

The materials and the exam, including questions, simulations, answers, and graphics within the exam, are Tanium’s Confidential Information and are protected by intellectual property laws. All intellectual property rights are expressly reserved to Tanium.

- 2.1. Confidentiality. Tanium makes the materials and the exams available to you only for the purposes of demonstrating your competency in the subject matter of the exam and taking the exam for which you seek Certification. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any materials, exam, and any exam-related information including, without limitation, questions, answers, worksheets, computations, drawings, screenshots, diagrams, length or number of exam segments or questions, unannounced changes to an exam, or any communication, including oral communication, regarding or related to the exam (known collectively as “**Confidential Information**”), in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose. **Confidential Information includes the contents of the exam, which may not be disclosed as set forth above, including to any Tanium employee outside of the Tanium Certification program.**

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Tanium reserves the right to revoke your Certification if there has been a disclosure of Confidential Information by you.

- 2.2. Intellectual Property Ownership. Tanium retains all rights, title and interest in and to all Certifications, Programs, Confidential Information and related information, content, data, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein (collectively “**Tanium Proprietary Information**”). All rights in Tanium Proprietary Information are expressly reserved to Tanium. Protecting Tanium Proprietary Information is very important to Tanium and therefore, Tanium may pursue all remedies available by law to the maximum extent.

### 3. CERTIFICATION

- 3.1. Certification Requirements. To become Tanium Certified, you have to meet the minimum requirements of the relevant Program, including passing scores on required exams in accordance with Tanium’s testing guidelines. If you meet these requirements you will qualify to be Tanium Certified and you will receive an email from Tanium regarding access to your digital badge. Tanium or a third party authorized by Tanium will provide you with a digital version of your Tanium Certification credentials that you will be able to share with others. Shortly thereafter, you will receive an email which will include instructions on how you can redeem and use your digital badge. Program requirements for certification and recertification are available on the Tanium website at <https://www.tanium.com/certifications>.
- 3.2. Program Changes. Tanium may, at any time in its sole discretion, make changes to the Program without notice. Tanium may add or delete available Certifications and modify certification requirements, recommended training courses, testing objectives, outlines and exams, including how and when exam scores are issued. You agree to stay current on the Program requirements, as changed, as a condition of obtaining and maintaining your Certification.
- 3.3. Certification Revocation. Tanium may, in its sole discretion, revoke any and all Certifications you may have earned, and permanently ban you from earning future Certifications, or apply any other action set forth under Section 4.2, for violations of the Program including, but not limited to the following circumstances:
- If you violate the Candidate Code of Conduct as set forth in Section 4.1 below.
  - If you fail to stay current on continuing education, updated requirements or recertification requirements.
  - If you breach the terms and conditions of this Agreement or misuse your digital badge as managed by Tanium or a third party authorized by Tanium.
  - If you are unable to live up to the applicable Certification requirements and fail to let Tanium know.
  - If you mistreat or threaten to harm, bully or in any way harass any Tanium or Testing Delivery Partner employee or contractor in any form with repeated communications to dispute exam results that have already been reviewed and closed per the Challenge process.
  - If Tanium, in its sole discretion, deems that your participation in the Tanium Certification program in any way harms or affects Tanium’s or the Program’s brand, reputation, goodwill or security, including misusing our name and trademark.

3.4. Certification of Minors. Minors under the age of 18 years old, are not eligible for testing or Certification.

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3.5. Certification Requirements. In order to use a Certification designation, You must: •

pay the applicable exam fees,

- accept the terms and conditions of this Agreement before completing each Certification Exam,
- pass all required exams and complete any hands-on course requirements specified on the Program website for the applicable Certification designation,
- comply with any additional requirements specified on the Program website for the applicable Certification designation,
- keep contact information up to date with both the testing vendor and the Program, and
- meet all of the Certification Program's continuing certification requirements specified on the Program website for the applicable Certification designation.

#### 4. EXAMS

4.1. Candidate Code of Conduct. Tanium has established rules to establish a level playing field for all candidates sitting for the exam (the “**Candidate Code of Conduct**”). Failure to comply with the Candidate Code of Conduct may, at any time, result in the revocation of your certification. By taking this exam, you agree to the following Candidate Code of Conduct:

- It is you and only you, as validated by a legal form of identification, taking this exam and that you are not accepting assistance.
- You will not disseminate the actual exam content or answers, in whole or in part.
- You will not copy, reproduce, publish, disclose, transmit, sell, offer to sell, post, upload, download, display, distribute in any way, or otherwise transfer, modify, make derivative works of, reverse engineer, decompile, disassemble or translate the exam in whole or in part, in any form or by any means, verbal or written, electronic or mechanical, for any purpose.
- You will not use the exam content or answers in any manner that violates applicable law.
- You have not sought or obtained (i) unauthorized access to the exam content, (ii) access to exam answers, or (iii) others’ responses to exam questions, to prepare for this exam.
- You will follow Testing Delivery Partners’ testing policies, protocols, procedures or instruction and only bring items to the testing area that are required to take the exam. Electronic devices of any sort will not be allowed in the testing area.
- You agree not to tamper or misuse the computers at the test center in any way that would create an unfair advantage for either your or another candidate.
- You will not falsify or alter certificates, scores or other documents that may misrepresent your Certification status.

4.2. Violations of the Candidate Code of Conduct. Any violation of this agreement may result in a

revocation of your certification and ability to seek future Tanium certifications. If Tanium, in its sole discretion, determines that you have violated the Candidate Code of Conduct set forth in Section 4.1, you will receive written notice from Tanium of your violations and any actions that Tanium may take. It will be your sole responsibility to ensure that Tanium has your current mailing address and email address. Tanium will take all actions available under this Agreement, either for violations of the Candidate Code of Conduct under Section 4.1 or Certification revocation under Section 3.3, or violations arising under Section 2, but not limited to,

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cancellation of your exam score, a temporary or permanent ban on future Tanium exams, and the cancellation of previously earned Tanium Certifications. Upon any Certification revocation under this Agreement, you must immediately stop holding yourself out as Certified as your status will be updated within Tanium's or its authorized third party's system.

- 4.3. Accuracy and Integrity of Exam Process. When you've completed the exam and your official exam results have been posted, you may view your official exam result by logging into the Tanium Certifications portal. Barring any signs of possible misconduct, your test score will stand, otherwise, Tanium may invalidate your score and consider any suspicious actions as a violation of Section 4.1 (Candidate Code of Conduct).
- 4.4. Exam Challenge. If you think you've noticed an error on an exam or believe that a specific question you saw on a Tanium Certification exam is invalid, you may use the Tanium Certification Exam Challenge form, found on the Tanium Certifications website, to request an evaluation of your claim. You must submit your claim within three (3) days of taking the exam for it to be considered. Tanium will generally respond to your submission within fifteen (15) business days.

## 5. CERTIFICATION TITLE AND LOGO GRANT

- 5.1. Upon completion of the applicable Certification requirements and after you receive an email from Tanium regarding access to your digital badge, subject to the terms of this Agreement, Tanium grants you a nonexclusive, nontransferable, non-assignable, non-sublicensable, personal revocable right to designate yourself as Tanium Certified with the applicable Certification and the application Certification logo on your resume, business cards, marketing collateral, letterhead and website. You may use the Certification only to promote your qualifications related to the use of the applicable product line or technology and for no other purpose.
- 5.2. Your use of the logo is subject to the terms of this Agreement and Tanium's [Trademark Usage Guidelines](#), which are subject to change at Tanium's discretion. You agree not to use the logo in any manner that would diminish, tarnish or otherwise damage Tanium's image or reputation, or the goodwill associated with the logo. Upon request, you agree to promptly provide Tanium at your expense samples of any materials bearing the logo. You agree not to file any application to register any trademark, service mark, or domain name for the logo or any other mark confusingly similar to the logo, and not to use Tanium trade- marks or potentially confusing variation of Tanium trademarks as part of your company name, product or service names, or domain names.
- 5.3. You agree that the logo is owned solely and exclusively by Tanium. You will not, at any

time during term or after the termination of this Agreement, register or attempt to register the logo (or any mark confusingly similar thereto), or claim any interest in, contest the use of, or otherwise adversely affect the validity of the logo anywhere in the world. You agree not to interfere with or bring any kind of action or legal or administrative proceeding in relation to the rights and title of Tanium in or to the logo or any other Tanium trademarks.

5.4. You shall at no time use the logo in any false, inaccurate or misleading manner, including but not limited to, in any way that misrepresents the level of the Certification that you have achieved. The logo also may not be used to imply or suggest that:

- You have attained a level of certification which You have not,

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- Tanium endorses or recommends You, the services provided by You, Your employer, or any company or organization for which you work or are affiliated, or
- you and Tanium have entered into a joint venture, partnership, or any other relationship.

5.5. This license is personal to you and the logo shall be used only to identify you and the level of certification that you have achieved. The logo shall not be used for any commercial purpose, including but not limited to, promoting, marketing, selling or identifying:

- Your employer or any of its programs, products, services, or other offerings.
- Any other company, entity, organization, group or association or any of its programs, products, services, or other offerings.
- Any training activity, whether such training is offered by you or any third party. You shall take all reasonable efforts to prevent your employer or any other entity, business or group with which you are affiliated from using the logo in any advertising, promotional or commercial contexts or materials.

## 6. TERM AND TERMINATION

6.1. Term. The Agreement commences when you first accept this Agreement and shall remain in effect until terminated as set forth below.

6.2. Termination for Convenience. Either you or Tanium may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other.

6.3. Termination by Tanium. Tanium may, in its sole discretion, terminate this Agreement at any time if you breach any of the material terms of this Agreement, or if you violate or fail to meet any Program requirements.

6.4. Notice of Termination. All notices of termination must be made in accordance with the notice requirements set forth in Section 11.5 below. Tanium will provide you with a written notice of termination at your last known address. Termination notices sent by Tanium are effective as of the date set forth in the notice. Written notices of termination directed to Tanium are effective upon receipt by Tanium. Tanium, without waiving its right to immediately terminate this Agreement, may provide you with thirty (30) days' notice to correct any default if this Agreement is terminated for breach under Section 6.3. If Tanium permits such a cure period, your failure to cure any default within the cure period shall automatically cause the termination

of this Agreement without further notice.

- 6.5. Effect of Termination. Upon the termination of this Agreement or Tanium's revocation of your Certification, you shall immediately cease to represent yourself as Tanium Certified and shall cease using the logo.
- 6.6. Tanium Action for Noncompliance. You understand and agree that, if for any reason and at its sole discretion, Tanium believes your exam result does not accurately reflect your true knowledge or mastery of the subject matter of the test, Tanium has the right to deny you any further participation in the exam, cancel a passed exam result, revoke any pre-existing Certifications, your Tanium Certified status and any other rights previously conferred on you by Tanium, and to permanently bar you from any further participation in Tanium's certification programs.

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## **7. REPRESENTATIONS AND WARRANTIES**

- 7.1. 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 Tanium or its products and (ii) you shall not make any representation, warranty or promise on behalf of or binding upon Tanium.
- 7.2. Disclaimer. TANIUM MAKES AND YOU RECEIVE NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT. TANIUM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS.

## **8. LIMITATION OF LIABILITY**

IN NO EVENT SHALL TANIUM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF TANIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. TANIUM'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE EXAM FEE YOU PAID TO TANIUM FOR YOUR MOST RECENT EXAM.

The certification exam may be administered by an independent testing vendor. You acknowledge and agree that Tanium will have no liability to you for any claim in any way related to the certification exam, including registration, the testing environment, delivery of the certification exam, exam fees, and the accuracy, timeliness or reporting of certification exam results.

## **9. INDEMNIFICATION**

You agree to indemnify, defend, and hold Tanium 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 Tanium, 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 a Certification designation and/or the logo; (iii) Your use or misuse of Tanium's confidential information ; and/or (iv) your breach of any obligations or warranties under this Agreement.

## **10. PRIVACY AND DELIVERY OF CERTIFICATION INFORMATION TO THIRD PARTIES.**

Except as otherwise provided in this Agreement, how we collect, use, and disclose information you provide to us or which we otherwise collect when you engage with us is governed by our Privacy Policy available at: <https://www.tanium.com/privacy-policy/>.

- 10.1. Verification of Certification. Tanium may engage with a third party so that you can field requests from third parties, particularly employers, to verify your Certification status directly.
- 10.2. Limited Disclosure. In addition to the permitted disclosures stated herein, Tanium may share your information in the following ways: (a) to comply with the law or legal process (such as responding to subpoenas or court orders), (b) to exercise our legal rights or defend against legal claims related to this Agreement, (c) to investigate, prevent, or take action regarding illegal

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activities, suspected or potential fraud, and brand protection matters (such as use of Tanium's trademark without a license), and (d) situations involving potential threats to the physical safety of any person. At Tanium's sole discretion, or as required by applicable law, Tanium will notify you as to what information has been provided to the legal authorities.

## **11. MISCELLANEOUS**

- 11.1. Failure by either of us to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by both you and Tanium.
- 11.2. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.
- 11.3. Survival. Sections 2 (Confidentiality and Intellectual Property Ownership), 3.3 (Certification Revocation), 3.5 Certification Requirements, 4.2 (Violations of the Candidate Code of Conduct), 6.5 (Effect of Termination), 8 (Limitation of Liability), 10 (Privacy and Delivery of Certification Information to Third Parties), and 11 (Miscellaneous) will survive termination of this Agreement.
- 11.4. Controlling Law and Jurisdiction. This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Washington. Unless otherwise waived by Tanium at its sole discretion, the exclusive jurisdiction and venue of any action arising out of or relating to this Agreement shall be in the federal or state courts of Seattle, Washington. Both you and Tanium submit to the exclusive

jurisdiction and venue of such courts for the purpose of any such action and specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

- 11.5. Notices. All notices sent or required to be sent shall be in writing or by e-mail to the other party at the addresses on record as provided in writing or via e-mail to the other. It shall be your sole responsibility to ensure that Tanium has a current address/email address for you. Tanium may notify you of changes to Certification rules, exam policies, testing policies, and other policies and procedures by posting at <https://www.tanium.com/certifications>.
- 11.6. If you do not agree to the terms set forth in this Agreement, select “Decline”, in which case Tanium shall have the right to decline to administer or have administered the requested certification test. You shall forfeit your entire exam fee if you select “Decline.”