

## TANIUM CERTIFICATION AGREEMENT

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

TANIUM INC. MAY CHANGE THE TERMS OF THIS CERTIFICATION AGREEMENT FROM TIME TO TIME IN ITS SOLE DISCRETION. PLEASE REVIEW THESE TERMS CAREFULLY AS YOU ARE RESPONSIBLE FOR COMPLYING WITH THE MOST CURRENT VERSION.

This Certification Agreement (“**Agreement**”) is made and entered into as of the date you click “ACCEPT” and is between you and Tanium Inc. (“**Tanium**”) and sets forth the terms that govern your participation in the Tanium Certification Program (“**Program**”).

### 1. DEFINITIONS

- 1.1. “**Certification**” means the specific designation obtained after receiving a passing score on a required exam in accordance with Tanium’s testing guidelines.
- 1.2. “**Tanium Certified**” is a person who has successfully met the requirements for Certification as set forth in Section 2 below.
- 1.3. “**Testing Delivery Partner**” means the entity engaged by Tanium to administer the applicable examination.

### 2. CERTIFICATION

- 2.1. Certification Requirements. To become Tanium Certified, you must:
  - pay the applicable exam fees,
  - accept the terms and conditions of this Agreement, and
  - pass all required exams, complete any hands-on course requirements and any additional requirements specified on the Program website for the applicable Certification.If you meet these requirements, you will qualify to be Tanium Certified. Tanium or a third party authorized by Tanium will email you a digital version of your Certification that you will be able to share with others (“**Digital Badge**”) and instructions on how you can redeem and use your Digital Badge.
- 2.2. Program Changes. Tanium may, at any time in its sole discretion, make changes to the Program without notice, including but not limited to adding or deleting available Certifications, and modifying certification requirements, recommended training courses, testing objectives, outlines and exams.
- 2.3. Certification Revocation. Tanium may, in its sole discretion, revoke any Certifications earned, and permanently ban you from earning future Certifications, or apply any other action set forth under Section 4.2, for Program violations.
- 2.4. Certification of Minors. Minors under the age of 18 years old are not eligible to participate in the Program.

### 3. CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP

- 3.1. Confidentiality. Tanium makes the materials and the exams available to you only for the purposes of demonstrating your competency in the exam subject matter and taking the exam for which you seek Certification. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any materials, exam, and any other information provided to you, in writing or orally, in connection with the exam and the Program (collectively, “**Confidential Information**”), in whole or in part, in any form or by any means for any purpose.
- 3.2. Intellectual Property Ownership. You understand and acknowledge that Tanium exclusively retains all rights, title and interest in and to the Certifications, Program, Confidential Information and related information, including all copyrights, patents, trade secrets, trademarks, service marks, tradenames, moral rights, and other worldwide intellectual property and proprietary rights (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 to protect Tanium Proprietary Information.

#### 4. EXAM

- 4.1. Candidate Code of Conduct. Tanium has established rules for all candidates sitting for exams (the “**Candidate Code of Conduct**”). By taking this exam, you agree to the following Candidate Code of Conduct:
- You, as validated by a legal form of identification, are taking this exam without assistance.
  - You will not disseminate the 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 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.
  - You will follow Testing Delivery Partners’ testing policies, protocols, procedures and instruction and only bring items to the testing area that are required to take the exam.
  - 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 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 an email notice from Tanium of your violations and any actions that Tanium may take. Tanium may take all actions available under this Agreement, including but not limited to, cancellation of your exam score, a temporary or permanent ban on future Tanium exams, and the cancellation of previously earned Certifications. Upon any Certification revocation under this Agreement, you must immediately stop holding yourself out as Tanium Certified.
- 4.3. Exam Challenge. If you think there is an error on an exam, you may use the Tanium Certification Exam Challenge form, found on the Tanium Certification website, to request an evaluation of your claim. You must submit your claim within three (3) business days of taking the. Tanium will generally respond to your submission within fifteen (15) business days.

#### 5. CERTIFICATION TITLE AND LOGO GRANT

- 5.1. Upon receipt of a Certification, and 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. 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 Tanium 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.
- 5.3. The Tanium logo also may not be used to imply or suggest that:
- You have attained a Certification which you have not,
  - 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.

#### 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. Without waiving its right to immediately terminate this Agreement, Tanium may provide you with thirty (30) days' notice to correct any default. 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.
- 6.4. Effect of Termination. Upon the termination of this Agreement or Tanium's revocation of your Certification, you shall immediately (a) cease to represent yourself as Tanium Certified; (b) cease using any Tanium trademark; and (c) terminate all use of Tanium's Confidential Information and shall return all copies thereof to Tanium, or at Tanium's instruction, shall certify in writing that it has destroyed such Confidential Information.

## **7. FEEDBACK**

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Program (collectively, "**Feedback**"), then you hereby grant Tanium an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Program.

## **8. 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.

## **9. 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. TANIUM'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE EXAM FEE YOU OR YOUR EMPLOYER PAID TO TANIUM FOR YOUR MOST RECENT EXAM.

## **10. 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 your negligent acts, omissions, illegal or willful misconduct, (ii) your use of misuse of a Certification and/or Tanium Proprietary Information ; and/or (iii) your breach of any obligations under this Agreement.

## **11. PRIVACY AND DELIVERY OF CERTIFICATION INFORMATION TO THIRD PARTIES.** Except as otherwise provided in this Agreement, how Tanium collects, uses, and discloses 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/>.

- 11.1. Verification of Certification. Tanium may engage with a third party to verify your Certification status directly to third parties, particularly employers, upon request.
- 11.2. Limited Disclosure. Additionally, 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 its legal rights or defend against legal claims related to this Agreement, (c) to investigate, prevent, or take action regarding illegal activities, fraud, and brand protection, 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.

- 11.3. Tanium Partner Programs. Tanium's Partner Accreditation Program and/or other Tanium Partner programs may require that Tanium's partners employ a minimum number of Tanium Certified employees. As a result, the revocation of any Certification may result in loss of benefits to that Tanium partner. If Tanium revokes your Certification, or, in Tanium's reasonable discretion, has a reason to revoke your Certification per this Agreement, then Tanium has the right to notify your employer about the change in benefits and respond to any inquiry by your employer about changes in your Certification status.

## **12. MISCELLANEOUS**

- 12.1. 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.
- 12.2. 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.
- 12.3. Survival. Upon termination or expiration of the Agreement, those provisions of the Agreement which by their nature are intended to survive will survive termination.
- 12.4. 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 California. Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in San Francisco, California and the parties submit to the personal jurisdiction of such courts for purposes of any action or proceeding.
- 12.5. 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/e-mail 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/learning/certifications>.