

FORTINET NSE CERTIFICATION PROGRAM CANDIDATE AGREEMENT

PLEASE CAREFULLY READ THE FOLLOWING TERMS UNDER WHICH FORTINET GRANTS NSE CERTIFICATION TO YOU. FORTINET PROVIDES THIS CERTIFICATION TO YOU ONLY IF YOU ACCEPT THE TERMS OF THIS AGREEMENT BY REGISTERING FOR AN EXAM OFFERED BY THE FORTINET NSE TRAINING INSTITUTE CERTIFICATION PROGRAM.

This Agreement includes General Terms and any terms you agreed to during your exam and is the complete agreement regarding your application and/or use of NSE Certification, and replaces any prior oral or written communications between you and Fortinet. In the event there is any conflict between this Agreement and any other terms you agreed to, this Agreement shall prevail.

General Terms

CERTIFICATION REQUIREMENTS

In order to use a Certification Designation, You must:

- accept the terms and conditions of this Agreement before completing each Certification Exam;
- pass all required exams and complete any program requirements (“Requirements”) specified on, but not limited to, the Certification Program Website for the applicable Certification Designation;
- comply with any additional requirements specified on the Certification Program Website for the applicable Certification Designation;
- keep contact information up to date with both the testing vendor and the Certification Program;
- meet all of the Certification Program’s continuing certification Requirements specified on the Certification Program Website for the applicable Certification Designation.

COMPLIANCE WITH EXAMINATION PROCESSES

You agree to comply with all testing regulations required by Fortinet, including, without limitation:

- **No Cheating.** You agree that all work submitted by You in completing the Certification Exam and in satisfaction of the Certification Requirements, including Certification Exam answers, tasks, resolutions and personal registration information is entirely Your own. You will neither: (i) provide nor accept improper assistance; nor (ii) use unauthorized materials in attempting to satisfy Certification Requirements (including unauthorized certification content provided by third parties).
- **No Misconduct.** You agree that You will not (i) falsify your identity or impersonate another individual; (ii) forge any Certification Designation certificates, Certification Exam score reports, or any other Certification Exam records or vouchers; (iii) engage in fraudulent conduct or misrepresent yourself as Certified when You have not successfully met the applicable Certification Requirements; (iv) misuse or disclose to another person, other than a program administer, your testing ID number, member site username and/or password or any other

Certification Program identities; (v) copy, resell, distribute or misuse any Certification Exam voucher(s) or any other Certification Exam discount; (vi) use any Certification Exam vouchers obtained from an unauthorized source; or (vii) engage in any other misconduct that could be considered by Fortinet, in its sole discretion, as compromising the integrity, security or confidentiality of the Certification Exam or the Certification Program.

- No Disclosure. You understand and agree that the Exam is Fortinet's confidential and proprietary information. You agree to maintain the confidentiality of the Exam and not disclose, whether verbally, in writing or in any media, the contents of the Test or any part of the Exam. Further, You agree not to request any other individual to disclose any Exam or any part thereof to You.
- No Misuse of the Test. You agree that You will not copy, publish, offer to sell, sell, publicly perform or display, distribute in any way or otherwise transfer, modify, make derivative works thereof, reverse engineer, decompile, disassemble or translate any Certification Exam or part thereof.
- Fortinet may at its sole discretion revoke any and all certifications you may have earned, and prohibit you, permanently or for designated periods, from earning future certifications, under any of the following circumstances: (i) if you breach any of the terms and conditions of this Agreement, (ii) if Fortinet determines, in its sole discretion, that you have undertaken or participated in any action that compromises the integrity and confidentiality of an examination or the Program, or (iii) if you are determined to have not complied with the examination process.

CERTIFICATION TERM AND TERMINATION

Certification remains in effect until this Agreement is terminated. Either of us may terminate this Agreement or your certification, with or without cause, on thirty (30) days written notice. However, if you repudiate this Agreement, materially breach any of its terms or make any material misrepresentation to us, we may terminate this Agreement at any time, on written notice. Our only obligation is to provide the notice called for in this section and we are not liable for any claims or losses if we do so.

TRADEMARKS

The Fortinet NSE Certification Program web pages provides you with guidelines for our logos, trade and service marks, trade names, emblems and titles (collectively called 'Trademarks') and contains the certification title Fortinet authorizes you to use. You may use the Trademarks only in accordance with the Fortinet Trademark guidelines and the way Fortinet authorizes you to use. When this Agreement ends, you agree to promptly stop using Fortinet's Trademarks, if not, you agree to pay any expenses and fees that Fortinet incurs in getting you to stop.

PROGRAM MODIFICATIONS

In order to maintain flexibility in our relationship, Fortinet may change this Agreement by updating Program webpages from time to time. Changes are not retroactive and will apply as of the effective date Fortinet specifies in the notice. Any changes proposed by you are void unless agreed to in writing by both you and Fortinet.

Fortinet reserves the right to change the Program at any time, including but not limited to, (i) update and change this agreement and terms (ii) change the program or any aspect of it, including, a) additions, deletions, or modifications to the Requirements for obtaining or maintaining certification status, b) additions, deletions or modification of Designations and Logos, and c) exam specifications and the content of the exams. It is the responsibility of the candidate to stay informed of posted Program information and Requirements for any potential changes affecting certification status.

REPRESENTATIONS AND WARRANTIES

You represent and warrant that (i) You agree to conduct your business in a way that does not adversely affect Fortinet's reputation or goodwill, and (ii) You shall not make any representation, warranty or promise on behalf of or binding upon Fortinet.

Disclaimer. FORTINET 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. FORTINET SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY FOR MERCHANTABILITY OR FITNESS.

Limitations of Liability and Indemnification

Fortinet's Liability

FORTINET IS NOT LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF FORTINET IS INFORMED OF THEIR POSSIBILITY.

Your Liability

In addition to damages for which you are liable under law and the terms of this Agreement, you will indemnify us for claims by others made against us (particularly regarding statements, representations, or warranties not authorized by us) arising out of your conduct under this Agreement or as a result of your relations with anyone else.

General Provisions

1. Each of us agrees that any terms of this Agreement, which by their nature extend beyond the date this Agreement ends, remain in effect until fulfilled.
2. You agree that certification does not ensure that you will qualify for any particular employment; that not to assign, or otherwise transfer, this Agreement or your rights or obligations under this Agreement, without our prior written consent. Any attempt to do so is void.

Governing Law: this Agreement is governed by the laws of the State of California, without regard to its conflicts of laws provisions.