

Certification Agreement

To become certified you must accept and sign the current version of the certification agreement. Failure to complete this step will stop you from becoming certified.

If you are not of legal age, you cannot sign the agreement here. You must have your parent or legal guardian review, sign, and fax the agreement in your behalf to Customer Support.

F5 Certified!™ Professional Certification Program Candidate Agreement

This F5 Certified! Professional Certification Program Candidate Agreement ("Agreement") is a legal agreement between you and F5 Networks, Inc. ("F5"), a company incorporated under the laws of the State of Washington, United States of America, with a principal location at 401 Elliott Ave West, Seattle, WA 98119. You must review and agree to the terms of this Agreement before enrolling in the Program and taking your test. By selecting "I Agree" and clicking on the "Submit" button, you are agreeing to be bound by the terms and conditions of this agreement. The terms of this Agreement shall remain in force and apply to any F5 Certifications that you have attained.

1. **GENERAL**

- 2. The F5 Certified! Professional Certification Program ("Program") is open to domestic and international individuals. To become certified, a candidate must first enroll in the program, complete this form, decide which exam he or she is qualified for, then register for the exam through the authorized testing center(s). Certification will be awarded upon the achievement of a passing score on the required examination(s). All candidates should be familiar with the Agreement. The information contained in this Agreement pertains to all F5 Certified! individuals and prospective candidates.
- 3. The Program grants certifications to individuals who have complied with all requirements, including passing all relevant exams pertaining to a certification. F5 may add other certifications, and requirements to obtain said certifications, from time to time as it deems appropriate. Subject to the terms of this Agreement (including the Logo Guidelines), individuals who successfully meet certification requirements are entitled to become F5 Certified! and to use the F5 Certification and Logos corresponding to the certifications he/she has attained. F5 certification means that a person has passed an examination that validates his/her relevant experience and skill level for that certification as it pertains to a certain F5 product.

4. PROFESSIONAL CERTIFICATION PROGRAM

5. The details of the Program, including information on how to obtain a certification, are available at www.f5.com/education/certification. F5 may terminate or change the Program at any time in its sole discretion, including but not limited to (a) changes to the number, scope, organization, objectives, and content of the exams; (b) additions, deletions or other modifications to the

- requirements for obtaining or maintaining certification status; or (c) addition, deletion or modification of new exams, questions, answers, and logos.
- 6. F5 uses a third-party vendor (the "Hosted Service") to host the Program. In using the Hosted Service, you will comply at all times with all applicable laws and regulations in your use of the Hosted Service. You may not use the Hosted Service in connection with any (i) infringement or misappropriation of any intellectual property right of any third party; (ii) defamation, libel, slander, obscenity or violation of the rights of privacy or publicity of any third party; or (iii) other offensive, harassing or illegal conduct. You will use the Hosted Service solely for the purpose of participation in the Program and pursuant to any end user license agreement applicable to the Hosted Service.

7. AUTHORIZATION TO USE F5 LOGOS

Subject to and expressly conditioned upon compliance with the terms and conditions of this Agreement, upon successful completion of all certification requirements, including passing the relevant certification exam, and for so long as you remain in compliance with all terms and conditions of this Agreement and the Logo Guidelines below, F5 grants you a limited, personal, nonexclusive, nontransferable, revocable right to use the F5 logos as provided in the Logo Guidelines as provided to Candidate, solely for the purpose of participating in the Program. F5 may update these guidelines at any time upon its sole discretion and without notice to you. You acknowledge that F5 has sole ownership of the F5 logos and that nothing in this Agreement or that might otherwise be implied by law shall operate to give you any right, title, or interest in the F5 logos other than the authorization specifically granted herein. Any use by you of the F5 Logo shall inure to the benefit of F5. You agree not to use any F5 Logo except as specifically authorized under this Agreement; not to file any application to register, in any class and in any country, any trademark or service mark or any other mark confusingly similar to any F5 Logo. You agree to cease using the F5 logos and upon termination of this Agreement, or otherwise at the direction of F5.

4. EXAM RULES

- 5. Candidates taking an F5 Certified! Professional Certification Exam are not allowed to bring anything into the exam room or take anything out. This includes, but is not limited to cellular phones, handheld computers/personal digital assistants (PDAs), laptop computers, pagers, or other electronic devices; personal items such as watches, wallets, backpacks, briefcases, purses, hats, car keys, bags, vests, or coats; or books, notes, paper, documents, or writing materials.
- 6. Candidates MUST NOT confer or consult with anyone about the exam while taking the exam or after the exam is completed.
- 7. Candidates will need to show two forms of identification, one of which must be government issued and include a picture ID; both should contain a signature;
- 8. Candidates may be required to submit to digital photographs, digital signatures and biometric validation;
- 9. Candidates are required to comply with any other rules, policies, or procedures enforced by the exam delivery provider in the course of providing exam services.

10. **RETAKE POLICY**

- 11. If a candidate does not pass a certification exam, said candidate may retake the exam for the same certification a minimum of fifteen (15) days after the first exam.
- 12. If the candidate does not pass the exam after a second attempt, the candidate must wait thirty (30) days before attempting to take the exam a third time.
- 13. If the candidate does not pass the exam after a third attempt, the candidate must wait forty-five (45) days before attempting to take the exam a fourth time.

- 14. If the candidate fails a fourth attempt of the exam, the candidate will not be allowed to sit for the exam for a period of up to one (1) year, or until a new version of the exam is published, whichever is shorter, and any prerequisite exams will need to be retaken and passed before the candidate will be allowed to attempt said exam again.
- 15. Beta exams, if authorized, may only be taken one (1) time per exam. This policy supersedes the general retake policy.

16. EXAM VIOLATIONS

- 17. An exam violation is any activity that negatively affects the integrity and/or security of the F5 Certified! Professional Certification Program or enables an unqualified candidate to pass an exam.
- 18. If a candidate violates testing rules, the candidate may be permanently ineligible for any F5 Certification and may lose any F5 Certifications the individual already holds. Proctors at testing centers are authorized to respond immediately and appropriately against candidates who are caught violating testing rules.
- 19. Below is a partial list of actions that represent suspicious activity under this Agreement and violation of test policies. These actions include, but are not limited to, the following:
 - i. Disseminating actual exam content by any means, including, but not limited to, web postings, formal or informal test preparation or discussion groups, chat rooms, reconstruction
 - ii. Seeking and/or obtaining unauthorized access to examination materials
 - iii. Using falsified or altered certificates, score reports, or other documents or electronic media to misrepresent Certification status
 - iv. Except as authorized by the Testing Delivery Partners or F5, possession in the testing area of any materials or equipment including, but not limited to, cellular phones, handheld computers/personal digital assistants (PDAs), laptop computers, pagers, or other electronic devices; personal items such as watches, wallets, backpacks, briefcases, purses, hats, car keys, bags, vests, or coats; or books, notes, paper, documents, or writing materials
 - v. Providing falsified information, documentation, or statements as a means of a false identity, false address, or solicitation of someone to take a test on another's behalf
 - vi. Intentionally causing a disturbance of any kind in a Testing Facility
 - vii. Removing or attempting to remove examination material (in any format) from the testing area
 - viii. Tampering with the operation of the testing facility computer or attempting to use it for any function other than taking an F5 Certified! Certification Exam
 - ix. Giving, receiving, or obtaining unauthorized assistance during the examination or attempting to do so
 - x. Making notes of any kind while in the secure areas of the test center except on the writing materials provided at the test center for this purpose
 - xi. Failing to adhere to any F5 or Test Delivery Partner's policy, procedure, rule, or instruction xii. Altering or misrepresenting examination scores
 - xiii. Sharing candidate registration account information with third parties
 - xiv. Using computer scripts to register for exams
 - xv. Allowing another person, or an organization in which you are not actively involved, to use your certification credentials to obtain employment or promotions
 - xvi. Removal of any test materials or scrap paper from the testing environment
 - xvii. Discussions concerning test content with anyone other than the proctor without express written permission from F5
 - xviii. Failure to follow the exam retake policies
 - xix. Disruptive or harmful behavior

- xx. Failure to protect F5 exam content through carelessness or in an attempt to shield facts regarding a violation that has occurred
- 20. In the event F5 revokes your certification pursuant to an exam violation or other reason pursuant to this Agreement, F5 reserves the right to notify your employer, and respond to any inquiry by your employer about the change in your certification status including the circumstances of that change in status.

21. CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP

- 22. The F5 Certified! Professional Certification Program requires candidates to keep information related to the exam content confidential. You agree that the Program's exams, certifications, their content, and all materials related thereto are the confidential information of F5, and that the disclosure of such information could compromise the integrity of the Program and of the set of professional certifications offered by F5 and/or its authorized agents under the Program. F5 makes exams available to you solely to test your knowledge of the exam subject matter for which you seek Certification. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any exam and any related information including, without limitation, questions, answers, worksheets, computations, drawings, diagrams, -, or any communication, including oral communication regarding or related to the exam (known collectively as "Proprietary Information"), in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose, without the prior express written permission of F5.
- 23. F5 retains all rights, title and interest in and to all Program and related information, content, data, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein that may or will be created in relation to the Program ("Intellectual Property"), including any Intellectual Property created by you hereunder. To the extent that title to any such Intellectual Property may not by operation of law vest in F5, you hereby irrevocably assign the sole right, title and interest in such Intellectual Property therein to F5. All rights not expressly granted by F5 to you are expressly reserved to F5. Any unauthorized access, reproduction, distribution, or disclosure of Proprietary Information is a violation of U.S. and international intellectual property laws and treatises. F5 may pursue all available remedies, which may include prosecution, to the maximum extent possible under such laws, and may result in severe civil and criminal penalties.

24. CHALLENGING ITEMS

- 25. To maintain exam security, a participant will not be able to find out whether he or she answered a specific question correctly or whether this answer affected his or her pass/fail status.
- 26. To help protect exam security, we keep the rationale for challenged decisions confidential. The evaluation remains a part of F5's records until the exam is retired. All feedback is compiled and carefully considered as F5 makes decisions on how to improve the overall quality of the exam.
- 27. F5 reserves the right to declare an examination, result or individual answer invalid. In the event such declaration changes your exam results, F5 will notify you of the new results and the reason for the declaration via the Hosted Service.

28. SCORING AND APPEALS

- 29. Passing scores are set by using statistical analysis and are subject to change. A provisional pass/fail score report will be provided at the testing center. Your final results will be available via the Hosted Service, within seventy-two (72) hours after exam completion. The content, construction, and presentation of final results are subject to change at the sole discretion of F5.
- 30. You may appeal a score within thirty (30) business days after F5 supplies the final results or notifies you of a change in those results through administrative action via the Hosted Service or direct email. Candidates must email F5 Certification (f5certification@f5.com) in order to appeal. All appeal decisions will be made by F5 and will be final and binding.

31. BETA TESTING

Beta testing is a step of the exam development process that helps F5 determine the final sets of questions and scoring model of final published exams. Beta testing may be by invitation only and only certain Candidates will be asked to participate. Beta exam results do not count towards certification.

11. ACCOMMODATIONS

If you have a disability that requires you to have special equipment or need other accommodations to take an F5 Certified exam, e-mail f5certification@f5.com.

If you are currently living in an English-speaking country but are a non-native English speaker, you can also request an additional 30-minute extension to your exam. Accommodations requests can be made at f5.com and are at the discretion of the F5 Certification Program. Candidates born in countries that are majority native English speaking will NOT be granted a 30-minute language extension.

Please submit the e-mail to F5 at least thirty (30) calendar days before registering for an exam. The authorized testing centers will work with you to accommodate your needs as best they can. If the particular testing center of your choice cannot accommodate your needs, please contact authorized testing center for further assistance. The information requested in the e-mail and any documentation regarding your need for accommodation in testing will be held in strict confidence and will not be shared without your express written permission. At this time, all exams are in English; a 30-minute extension is automatically added when the exam is taken in a country where English is not a primary language.

12. PRIVACY POLICY FOR CANDIDATE PERSONAL DATA

- 13. By enrolling in the Program, you are granting your consent to the processing of Personal Information, as defined below, in accordance with this Privacy Policy. If you do not agree to these terms, please do not enroll in the Program.
- 14. All Candidate Data you submit is collected by F5 Networks, Inc., based in Seattle, WA, USA.
- 15. F5 uses commercially reasonable safeguards to help protect and secure your personal information, and uses reasonable efforts to obtain the agreement of business partners to take steps to protect the confidentiality, security, and integrity of Personal Information F5 shares with them. However, no electronic data transmission or storage of information can be guaranteed to be 100% private and secure.
- 16. You acknowledge and agree that your Personal Information may be collected by F5 or its authorized agents for the purpose of administering and managing the Program, exams, and certifications. Additionally, you grant F5, its agents and contractors permission to identify you through the use of biometric information, including palm vein authentication, and digital electronic methods of identification.
- 17. F5 does not sell, rent, share, or trade your Personal Information to third parties for marketing purposes unless you have granted us permission to do so.
- 18. "Personal Information" is any information collected by F5 under the Program and that can be used to identify an individual and may include, but is not limited to, name, e-mail address, postal or other physical address, title, occupation, photograph, and other information required to provide an exam or carry out a transaction that you have requested. This information is only collected and used for the purposes described in this Privacy Policy.

- 19. Notwithstanding anything to the contrary, your Personal Information may be shared outside F5 and its authorized agents without your permission in the following circumstances:
 - i. Employers who seek to verify a Candidate's certification status.
 - ii. F5 affiliates, subsidiaries, and branches located in the U.S. and other countries.
 - iii. Government organizations and agencies, or as otherwise required by law, statute, governance, or treaty.
 - iv. Any certification management site including the Hosted Service.
- 20. Further, F5 reserves the right to use certain technologies and methods for verifying the identity of Candidates, including the use of Personal Information, digital signatures, photographic methods and other measures to protect against fraud and abuse, including biometric measures.
- 21. As a global organization, F5 may transfer your personal information to F5 in the United States, to any F5 subsidiary worldwide, or to third parties acting on its behalf, for the purposes identified in this Agreement. By providing any Personal Information to us, you consent to the transfer, processing, access, and storage of such Personal Information outside of your country of residence, where data protection standards may be different. F5 entities will handle your Personal Information in accordance with local law applicable to where the Personal Information is processed. Where applicable local law provides less protection than that established by this Privacy Section, F5 will handle your Personal Information in accordance with the present Privacy Policy.
- 22. Providing your Personal Information is voluntary. However, if you choose not to provide all of the Personal Information that is requested for the Program, our ability to consider you as a candidate may be limited.
- 23. Your Personal Information is stored in the Program's data base i. You can access your Personal Information and correct it at any time by logging into the Program's webpage at certification.f5.com. You can also request a deletion of your Personal Information from our program. If you request to be deleted, we will consider it a request to be removed from the program entirely. For your protection, we will only implement requests with respect to the Personal Information associated with the particular email address that you use to send us your request, and we may need to verify your identity before implementing your request. We aim to comply with requests as soon as reasonably practicable. Please note that we may need to retain certain information for recordkeeping purposes, and there may also be residual information that will remain within our databases and other records. Such information will not be removed. Finally, we are not responsible for removing information from the databases of third parties (such as service providers) with whom we have shared your Personal Information.
- 24. You can also get further information regarding the processing of your Personal Information by sending an e-mail to f5certification@f5.com.

25. ASSIGNMENTS

You may not assign, transfer, or sublicense any rights, licenses, or obligations received under this Agreement to anyone. Any attempted assignment in violation of this Agreement shall be null and void and without effect.

14. LIMITATION OF LIABILITY

15. IN NO EVENT SHALL F5 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, ARISING FROM OR RELATED TO YOUR CERTIFICATION, FAILURE TO ACHIEVE CERTIFICATION, OR USE OF OR INABILITY TO USE THE LOGO OR CERTIFICATION OR ARISING

FROM OR RELATED TO TERMINATION OF YOUR CERTIFICATION, EVEN IF F5 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.

16. F5'S TOTAL CUMULATIVE LIABILITY HEREUNDER FROM ALL CAUSES OF ACTIONS OF ANY KIND SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR THE EXAM(S).

17. GENERAL DISCLAIMER

F5 DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ASSOCIATED WITH THIS EXAM AND F5 CERTIFICATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. F5 DOES NOT WARRANT AND DISCLAIMS THAT THE EXAM OR F5 CERTIFICATION WILL MEET YOUR NEEDS.

16. NO REPRESENTATIONS; INDEMNIFICATION

- 17. NO PARTNERSHIP, JOINT VENTURE, AGENCY, OR FRANCHISE. Neither this Agreement nor any terms or conditions contained herein shall be construed as creating a partnership, joint venture, or agency relationship between you and F5.
- 18. INDEMNIFICATION. You agree that F5 shall have no liability to you or your employer or any of your or your employer's clients or customers and that you shall defend, indemnify, and hold F5, its affiliate and subsidiary corporations and its international distributors and their respective employees, officers and directors harmless for any and all demands, claims, and/or liabilities (including but not limited to, personal injury or product liability claims arising out of (i) your use of the F5 Certification in a manner that is in any way inconsistent with the terms of this Agreement; (ii) the performance, promotion, sale, or distribution of your services as an F5-Certified individual; (iii) the termination of this Agreement by F5, pursuant to the terms herein (iv) your misrepresentation of the capabilities of F5 products or services, or (v) breach by you of this Agreement, including but not limited to your use of the Hosted Service or the F5 logo in any way that is inconsistent with this Agreement. In the event F5 seeks indemnification from you under this provision, F5 will promptly notify you in writing of the claim(s) brought against F5 for which it seeks indemnification. F5 reserves the right, at its option, to assume full control of the defense of such claim with legal counsel of its choice; You shall reimburse F5 upon demand for any expenses reasonably incurred by F5 in defending such a claim, including, without limitation, attorney's fees and costs, as well as any judgment on or settlement of the claim in respect to which the foregoing relates.

19. CONDUCT OF BUSINESS

- 20. BUSINESS PRACTICES. You agree that all business you conduct in your capacity as being F5 Certified shall be performed in a manner that (i) does not in any way harm the reputation of F5; (ii) avoids deceptive, misleading, or unethical practices; (iii) avoids making any representations, warranties, or guarantees to customers on behalf of F5 for F5 products or services; (iv) complies with all applicable U.S. export regulations and other applicable governmental laws and regulations; and (v) complies with copyright and other intellectual property and proprietary rights protections for F5 products and services, including, but not limited to, by not engaging in reverse engineering, decompiling, or disassembling F5 software.
- 21. TRADEMARK RESTRICTIONS. Nothing in this Agreement authorizes you to use any F5 trademarks, service marks or logos except as expressly specified in this Agreement.

22. TERMINATION

23. Termination for Convenience. Either you or F5 may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other, including by email.

- 24. Termination by F5. Without prejudice to any other rights F5 may have herein, at law, or in equity, and upon written notice, F5 may terminate this Agreement immediately, including termination of any certifications you may have received, and terminate your use of F5 logos if you (i) breach any of the terms of this Agreement including but not limited to the Logo Usage Guidelines, (ii) if you violate or fail to meet any Certification Program requirements, (iii) engage in misappropriation or unauthorized disclosure of any trade secret or confidential information, (iv) engage in piracy of any F5 products or services, or (v) infringe any intellectual property right of F5 or engage in other activities prohibited by law, or if a court finds that the services you provided related to the F5 product to which you are certified, is inadequate or defective.
- 25. Notice of Termination by F5. Termination shall be effective as of the date set forth in the notice you will receive from F5. F5, without waiving its right to immediately terminate this Agreement, may provide thirty (30) days' notice to correct any default if this Agreement is terminated for breach under Article 19B. If F5 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.
- 26. Effect of Termination. Upon the termination of this Agreement or F5's revocation of your certification, you shall immediately cease to represent yourself as F5 Certified. Notwithstanding termination of this Agreement, you shall remain bound by the obligations of confidentiality.

27. PUBLICITY AND SOCIAL MEDIA

You may not make any public announcement, posting, or other advertising or public relations activities related to or concerning this Agreement, the Program, or exam without the prior written approval of F5, except that you may post to your personal, non-business LinkedIn, Facebook, Twitter, blog, or other social media sites upon the successful completion of an exam or awarding of a certification, as otherwise permitted by this Agreement. For clarity, at all times, when doing the permitted social media activity above, You agree to continue to abide by the terms and conditions of this Agreement, including the confidentiality obligations. Under no circumstances shall you post exam questions and/or answers or this Agreement, or portion thereof, on any public sites.

20. **GENERAL**

- 21. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties and supersedes all prior agreements, commitments, or representations between the parties, whether oral or written, as well as any downloaded or translated version of this Agreement, concerning the subject matter herein. This Agreement may not be modified or amended except in writing between the parties. This Agreement shall be effective as of the date of your acceptance of this Agreement.
- 22. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Washington, without regards to its conflict of law provisions. The Candidate agrees to submit to the jurisdiction of, and agree that venue is proper in, a state or federal court within King County, Washington, USA.
- 23. WAIVER AND SEVERABILITY. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right of such party to enforce such provision or any other provision. If any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible. All other terms and provisions of this Agreement shall be deemed valid and enforceable to the maximum extent possible.
- 24. INJUNCTION. A breach of this Agreement may cause F5 irreparable damage, which cannot be easily remedied in monetary damages. Therefore, in addition to the rights and remedies

otherwise available to it at law, F5 shall be entitled to immediate equitable relief, without posting of bond or further proof of harm.
* By selecting "I Agree" and clicking the "Submit Form" button, I acknowledge that I have read, understand and agree to the terms and conditions of this F5 Professional Certification Program Candidate Agreement. I further agree that this electronic acceptance will have the same legal standing as affixing my signature to a printed version of this document.
I am at least 18 years old. I agree to abide by the terms and conditions outlined in this agreement.
Candidate agreement current as of September 8, 2021