

## Autodesk Certification Program Agreement

This Autodesk Certification Program Agreement, ("Agreement") is entered into by and between Autodesk, Inc. ("Autodesk") and you, as an individual Certification Program Candidate ("You" or "Candidate"), and sets forth the terms and conditions that govern your participation in the Autodesk Certification Program, ("Program")

**IMPORTANT — PLEASE READ THIS AGREEMENT CAREFULLY.**

IF YOU ARE NOT WILLING TO BE BOUND BY THIS AGREEMENT AND YOU DO NOT AGREE TO ALL ITS TERMS AND CONDITIONS, SELECT THE "NO" BUTTON WHERE INSTRUCTED AND YOU WILL NOT BE ABLE TO TAKE THE AUTODESK CERTIFICATION EXAM, OR RECERTIFICATION EXAM, AS APPLICABLE, OR PARTICIPATE IN THE PROGRAM.

THE RIGHTS GRANTED UNDER THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL THE CANDIDATE HAS SUCCESSFULLY PASSED AN AUTODESK CERTIFICATION EXAM.

BY PURCHASING THIS PRODUCT, YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS OF THE AGREEMENT.

**YOU SHOULD PRINT AND KEEP A COPY OF THIS AGREEMENT**

1. Certification. Subject to Candidate clicking the "Agree" button below, Autodesk grants to Candidate access to the Autodesk Certification or Recertification Exam ("Certification Exam") for the purpose of testing Candidate's knowledge of a specified version of an Autodesk software product ("Authorized Purpose") and qualifying for the related Autodesk software product certification, ("Certification Designation"). Further, you acknowledge that you are 13 years of age or older, and, if under the age of 18 or under the age of majority for your jurisdiction, are using this website under the active supervision of a parent, legal guardian, or other responsible adult who has read and agreed to these terms and conditions on your behalf. Children under the age of 13 are not allowed to use this website or transmit or otherwise submit personal information to Autodesk.

2. Candidate Personal Information. Candidate will be required to provide personal information, which you hereby agree to provide, for the purpose of participating in the Autodesk Certification Program. This personal information will be stored in the United States and used to process your certification. Candidates will be required to create a candidate profile in Autodesk's third party hosted test delivery partner site, Internet Testing Systems, LCC(ITS). Autodesk, ITS, Autodesk Test Delivery Facilities, and other supporting third party businesses will have access to your personal information for the purposes of processing your certification, exam scheduling, exam delivery and processing of fees. You hereby consent to the transfer of your personal information to the United States or any other country outside of your home country where Autodesk or its licensee, agent or service provider is providing services or processing or storing personal data in accordance with the terms of Autodesk's Privacy Policy. Please refer to Autodesk's Privacy policy posted on our website, [www.Autodesk.com](http://www.Autodesk.com) for more information. Autodesk and its licensees, agents and/or service providers may also process your personal information to provide you with information regarding Autodesk Learning Program related Products. If you do not wish to receive such information you may indicate this on the communication received or contact Autodesk to unsubscribe as described in the Autodesk Privacy Policy

3. Proprietary and Confidential Information. Autodesk Certification Exams, including, without limitation, questions, answers, datasets, files drawings, designs, know-how, or content in or related to the Certification Exam are Autodesk confidential and proprietary information ("Confidential Information"). Candidate shall protect Autodesk Confidential Information and is prohibited from disclosing, disseminating, copying, publishing, or transmitting any Confidential Information in any form to any person, or using any Confidential Information for any purpose. Candidate's obligations to protect Confidential Information shall survive the termination of this Agreement.

4. Autodesk Certification Designation Logo. Effective upon receipt by Candidate of written confirmation from Autodesk that Candidate has successfully completed and passed the Certification Exam, and subject to the terms of this Agreement, Autodesk grants to Candidate a personal, non-exclusive, nontransferable, revocable Certification Designation for a specified version of an Autodesk product and the right to use the Certification Designation Logo ("Logo") for the applicable and specified version of the relevant Autodesk product on business cards, resumes and letterhead Use of the Logo is subject to the compliance with the Autodesk Certification Designation Logo Guidelines which are posted on our website at <http://autodesk.starttest.com> and are subject to change from time to time at Autodesk's sole discretion. Candidate may not use the Logo in any way that i) may be construed to establish an affiliation between Autodesk and any third-parties other than the Candidate, ii) contravenes any applicable law or regulation, or iii) in any way negatively impacts Autodesk's reputation or goodwill. Autodesk retains all rights, title and interest in the Certification Designation Logo. Nothing herein shall be construed to grant any other proprietary

or use rights to Candidate.

5. Term and Termination. The term of this Agreement shall commence upon Candidate's acceptance of the terms and conditions and shall continue until terminated as provided herein. Although an Autodesk Certification Designation does not expire, a Certification Designation shall not be considered current unless Candidate has passed the latest certification Renewal Exam made available by Autodesk for the latest version of the Autodesk software product.

Autodesk may terminate this Agreement with or without cause upon thirty (30) days' written notice to Candidate. Autodesk may revoke a Candidate's Certification Designation at any time, if in Autodesk's sole discretion, Autodesk determines that Candidate in any way 1) assisted, or used assistance from others, in completing the Certification Exam; 2) circumvented or attempted to circumvent Autodesk program procedures or security mechanisms; or 3) breached the terms of this Agreement. Upon termination of the Agreement for any reason, Candidate's right to use the Certification Designation and Logo shall cease immediately. Sections 2, 4, 5, 6, 7, and 9 shall survive the termination of the Agreement.

6. Indemnification. Candidate agrees to indemnify, defend and hold Autodesk and Autodesk officers, directors, Affiliates, employees and representatives harmless from and against any and all claims, losses, liabilities, damages, deficiencies, costs and expenses, including attorney's fees, arising out of, relating to, or caused directly or indirectly by Candidate's negligent act or omission, use of Designated Certification or use of Logo, or breach of obligations or warranties under this Agreement.

7. Warranties. AUTODESK MAKES AND CANDIDATE RECEIVES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT. AUTODESK SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF ANY THIRD PARTY RIGHTS.

CANDIDATE SHALL MAKE NO REPRESENTATIONS, WARRANTIES OR PROMISES ON BEHALF OF OR BINDING UPON AUTODESK.

8. Limitation of Liability. AUTODESK'S TOTAL LIABILITY PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO AUTODESK, IF ANY, TO PARTICIPATE IN THE AUTODESK CANDIDATE CERTIFICATION PROGRAM. MOREOVER, AUTODESK SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, REVENUES, CONTRACTS, CUSTOMERS, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF REPLACEMENT GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED COST SAVINGS EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR SAME WERE REASONABLY FORESEEABLE. CANDIDATE ACKNOWLEDGES THAT THE FEES FAIRLY REFLECT THIS ALLOCATION OF RISK, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR BREACH OF WARRANTIES.

9. Independent Contractor. Candidate is an independent contractor and nothing herein shall be construed as creating a partnership, agency or any form of joint enterprise based on this Agreement or upon Candidate's authorized use of an Autodesk Certification Designation or grant of a license to use the Autodesk Certification Designation Logo.

10. Assignment, Waiver and Severability. Candidate acknowledges that the rights and obligations hereunder, including any right to use a Logo, in whole or in part, are personal and may not be assigned by Candidate to any third party. Any attempted assignment will be null and void and shall constitute a breach of this Agreement. No modification of these terms and conditions or waiver of rights will be effective unless agreed in writing by the party to be charged. Waiver of any breach or default will not constitute waiver of any other right under these terms and conditions or any subsequent breach or default.

11. Governing Law. This Agreement shall be governed in all respects by and construed under the laws of the United States of America and the State of California without reference to choice of law principles. The parties hereby submit to the exclusive jurisdiction of and waive any objections against the United States District Court for the Northern District of California, San Francisco and the Superior Court of the State of California, Marin County in any litigation arising out of this Agreement.

12. Remedies. It is expressly agreed that a material breach of this Agreement by Candidate shall cause irreparable harm and a remedy at law would be inadequate. In addition to any and all remedies available at law, Autodesk shall be entitled to an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions of this Agreement.

13. Notices. All notices must be in writing and delivered via (i) email with confirmation of receipt; (ii) certified mail, return receipt, postage pre-paid; (iii) recognized courier service properly addressed and stamped with the required postage, (iv) delivered by hand; or (v) by facsimile directed to the person specified below at the facsimile number listed below. Candidate's notice address, facsimile number and email address shall be designated at the time of registration. All notices to Autodesk must be sent to the attention of the General

Counsel, Autodesk, Inc. 111 McInnis Parkway, San Rafael, CA 94903; facsimile number: 415.507.6126.

14. General. Autodesk reserves the right to modify the Program, Logo Guidelines, requirements for Certification, the Certification Exams, or this Agreement at any time, without notice.

This Agreement contains the entire agreement between Autodesk and Candidate and supersedes and terminates any and all prior agreements or contracts, written or oral, relating to the Program.