

COMPUTER-BASED TESTING CANDIDATE EXAMINATION AGREEMENT

READ THIS EXAMINATION AGREEMENT ("AGREEMENT") BEFORE PROCEEDING WITH THE (ISC)² EXAM AND CERTIFICATION PROCESS. BY TAKING THE EXAMINATION, I AM AGREEING THAT I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND ACCEPT THE OBLIGATIONS

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND INTERNATIONAL INFORMATION SYSTEM SECURITY CERTIFICATION CONSORTIUM, INC. ("(ISC)²"). BY ACCEPTING THIS AGREEMENT, YOU HEREBY AGREE THAT THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN YOUR PARTICIPATION IN THE (ISC)² CERTIFICATION PROGRAM AND TEST ADMINISTRATION ("PROGRAM"). THE "EFFECTIVE DATE" OF THIS AGREEMENT SHALL BE THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN DO NOT ACCEPT THESE TERMS AND DO NOT CONTINUE WITH THE EXAMINATION AND CERTIFICATION PROCESS. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT YOU WILL BE ASKED TO LEAVE BEFORE THE EXAM CAN COMMENCE. YOU WILL NOT OBTAIN CERTIFICATION AND MAY NOT USE ANY CERTIFICATION MARK. Because you were presented with these terms at the time of exam scheduling and the decision to proceed was made by you, your Exam Application fee will NOT be refunded.

The disclosure to you of this examination (the "Exam") and any questions, answers, worksheets, diagrams, examples, drawings, the length and/or number of Exam segments and/or questions, or any communication, including verbal communications by any party, regarding or related to the Exam, the identity of other Exam takers (collectively and any derivatives referred to as the "Exam Materials") is subject to the terms and conditions detailed herein.

1. Terms and Conditions

You understand, acknowledge and agree:

- a) You must present acceptable photo identification for admission to the test center.
- b) You must agree to the terms and conditions in the (ISC)² Inc. NDA Agreement which is presented at the time of registration and before the exam.
- c) Allowing someone to impersonate you to take an (ISC)² exam, or engaging in impersonation to take an examination for someone else, is strictly prohibited.

- d) The use of phones, recording devices, and any other electronic devices is prohibited.
- e) (ISC)² has spent, and continues to spend, substantial sums in developing, keeping current, and administering its Exam Materials and carefully guards their integrity and confidentiality;
- f) The Exam Materials are the exclusive and confidential property of (ISC)² and are protected by (ISC)²'s intellectual property rights;
- g) (ISC)², or its designated agents, have the right to research Exam results and Exam data to monitor for Exam fraud and Exam Irregularities.
- h) That you may not disclose the Exam questions or answers or discuss any of the content of the Exam Materials with any person without prior written approval of (ISC)²;
- i) Not to copy or attempt to copy any Exam Material;
- j) Not to sell, license, distribute, exchange, give away, comment or discuss the Exam Materials, questions or answers, whether before, during or after the Examination;
- k) Not to talk with other examinees or behave in a rude or disruptive manner during the Examination;
- l) Exam Materials are secured before, during, and after the exam. You are prohibited from accessing secured Exam Materials, at any time before or after the exam including any notes you may have written;
- m) (ISC)² reserves the right, in its sole discretion, to cancel or invalidate any examination score if there is any reason to question its validity;
- n) Individuals suspected of engaging in criminal activities may be reported to law enforcement agencies;
- o) To become a certified member, You must complete the endorsement process.
- p) You have met the requisite standards to take this Exam;

2. Confidentiality

2.1 Confidential Information: You understand, acknowledge and agree that the exams and all information provided to you or obtained by you related to the exams, including, but not limited to, the specific questions and the content, structure, and organization of the tests, shall be deemed to be the confidential information of (ISC)² ("Confidential Information") 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, length

or number of exam questions, or any communication, including oral communication regarding or related to the exam, 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 (ISC)².

2.2 Your Confidentiality Obligations: You agree that you will, both during and after the term of this Agreement, (a) hold all Confidential Information in confidence and take all reasonable measure to protect the Confidential Information, (b) make no use of the Confidential Information except as expressly allowed under this Agreement, and (c) not disclose, reproduce, disseminate or transmit in any way any portion of the Confidential Information to any third party in any inform, including without limitation, written, electronic, or verbal.

3. Test Invalidation and Certification Revocation

3.1 Exam Irregularities and Fraud. (ISC)² exams are intended to be delivered under standardized conditions. If any irregularity or fraud is encountered before, during, or after the administration of the exam, (ISC)² will examine the situation and determine whether action is warranted. If (ISC)² determines that any testing irregularity or fraud has happened, it may choose not to score the answer documents of the affected test taker(s), or it may choose to cancel the scores of the affected test taker(s). Testing irregularities include, but are not limited to: (1) evidence of prohibited behavior on test day, (2) evidence that a test taker may have falsified his or her identity, (3) impersonation, (4) unusual similarities in the answers of test taker(s) at the same test center, (5) evidence of possible advance access to test content, (6) other indicators that the test scores may not accurately reflect a test taker's level of educational achievement, (7) errors in handling or processing registration records, (8) errors in preparing, handling, shipping, or scoring test materials or answer documents, (9) errors in reporting scores, or (10) evidence of other disruptions or compromises in the testing process.

3.2 Certification and Exam Invalidation or Revocation. (ISC)² may at its sole discretion revoke any and all certifications you may have earned and ban you from earning future (ISC)² certifications, and decline to score or cancel any Exam under any of the following circumstances: (1) You breach any of the terms and conditions of this Agreement. (2) (ISC)² determines, in its sole discretion, that you have undertaken or participated in any action that compromises the integrity and confidentiality of an Exam or certification program, or (3) an Exam Irregularity has been identified in connection with

your Exam. (ISC)² will decide which of the following actions to take, and its decisions are final. Such actions may include, but are not limited to: (1) dismiss that person on test day and void the person's answer document, (2) choose not to score the person's answer document, (3) void or cancel the person's score; (4) review a person's exam; (5) revoke a person's certification, (6) prohibit an individual from taking the exam; (7) require you to provide evidence that you personally took an Exam (8) determine that the scores were not affected by the irregularity and take no action, or (9) any other action or combination of actions which (ISC)² deems appropriate. (ISC)² may perform any of these actions whether or not you caused the exam irregularity, benefited from it or engaged in the misconduct. You acknowledge and agree that (ISC)² or its designated agents have the right to research Exam results and Exam data to monitor for Exam Irregularities.

4. Right to Use Logo

4.1 License: Subject to your compliance with the terms and conditions set forth in this Agreement, and your successful passing of the applicable exam and completion of the Endorsement Process, for so long as this Agreement remains in force and you remain in compliance, you shall be granted a non-exclusive, non-transferable, license to use the (ISC)² mark (hereby "Logo") associated with the credential for which you are certified, solely in connection with, and solely to the extent reasonably necessary, to publicize that you have met, and continue to meet all requirements for certification.

4.2 Limitation on Use: You agree to abide by the terms as defined in the (ISC)² Regulations Governing Use of Certification/Collective Marks, which may be updated from time to time and can be found at the following website: [https://www.isc2.org/uploadedFiles/\(ISC\)2_Public_Content/Legal_and_Policies/LogoGuidelines.pdf](https://www.isc2.org/uploadedFiles/(ISC)2_Public_Content/Legal_and_Policies/LogoGuidelines.pdf)

4.3 Reservation of Rights: You acknowledge the value of the goodwill associated with the credential and Logo and acknowledge that such goodwill exclusively inures to the benefit of and belongs to (ISC)². (ISC)² retains all rights not expressly conveyed to you by this Agreement, and shall have the right to grant licenses to others to use the Logo.

4.4 No Challenge of Rights. You agree not to challenge, interfere with, or bring any kind of action or legal or administrative proceeding in relation to the rights and title of (ISC)² in or to any Logo.

5. (ISC)² Code of Ethics

5.1 All information systems security professionals who are certified by (ISC)² recognize that such certification is a privilege that must be both earned and maintained. In support of this principle, (ISC)² members are required to commit to fully support this Code of Ethics (the "Code"). (ISC)² members who intentionally or knowingly violate any provision of the Code will be subject to action by a peer review panel, which may result in the revocation of certification.

There are only four mandatory canons in the code. By necessity, such high-level guidance is not intended to be a substitute for the ethical judgment of the professional.

Additional guidance is provided for each of the canons. While this guidance may be considered by the board of directors in judging behavior, it is advisory rather than mandatory. It is intended to help professionals identify and resolve the inevitable ethical dilemmas that they will confront during the course of their information security career.

5.2 Code of Ethics Preamble:

- Safety of the commonwealth, duty to our principals, and to each other requires that we adhere, and be seen to adhere, to the highest ethical standards of behavior.
- Therefore, strict adherence to this Code is a condition of certification.

5.3 Code of Ethics Canons:

- Protect society, the commonwealth, and the infrastructure.
- Act honorably, honestly, justly, responsibly, and legally.
- Provide diligent and competent service to principals.
- Advance and protect the profession.

6. Information Changes

6.1 Members are required to keep (ISC)² informed of updates to their contact information as a requirement of certification. Changes to contact information may be submitted through the Member's Website at (<https://www.members.isc2.org>) or by calling an (ISC)² regional office. (<https://www.isc2.org/contactus>)

7. Indemnification

You agree to indemnify and hold harmless (ISC)² and its officers, directors, employees and agents against any third party claim asserted against these

(ISC)² entities against any loss, liability, damage, cost or expense (including attorney's fees) arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against these (ISC)² entities if arising out of or in any manner connected with: 1) any breach by you of this Agreement including, but not limited to, your use of the Logos in any way that is inconsistent with this Agreement; (2) any claim that your services were promoted, sold or performed in a deceptive, incomplete, illegal, negligent, improper or unauthorized manner; 3) (ISC)²'s termination of this Agreement pursuant to the terms of this Agreement; (4) any violation or perceived violation of the Terms and Conditions; and (5) your use or misuse of (ISC)² intellectual property or Confidential Information including but not limited to Exam Materials.

8. Agreement Term and Termination

8.1 Term of Agreement: This Agreement is effective for the longer of two (2) years from the Effective Date or until the expiration date of your (ISC)² certificate, in association with the terms herein, unless the Agreement is terminated earlier in accordance with the terms herein.

8.2 Termination by Either Party: Either party, with or without cause, may terminate this Agreement upon thirty (30) days written notice of termination to the other party.

8.3 Termination by (ISC)²: In its sole discretion and without prejudice to any rights (ISC)² may have under this Agreement in law, equity or otherwise; may terminate this Agreement at any time upon the occurrence of any one of the following events: (a) you fail to comply with the requirements established by (ISC)² for maintaining your certification, (b) you misrepresent your certification status, (c) you use a Logo in a manner that (ISC)² believes could injure (ISC)²'s reputation or rights in the Logo, (d) you misappropriate or disclose without authorization any (ISC)² trade secret or confidential information including, without limitation, any Confidential Information as identified in Section 2.1 above, (e) you supplied false or misleading information in connection with your applying for Certification registration or in connection with maintaining your status, or (f) you fail to comply with any of the material terms of this Agreement.

8.4 Effect of Termination: Upon termination of this Agreement, the license and all rights granted hereunder shall terminate completely. You shall immediately discontinue all use of Logos and return all certificates issued by (ISC)². You shall have no further rights or obligations under this Agreement after its termination.

8.5 Survival. Rights and obligations under Sections 2.1, 2.2, 4.3, 4.4, 7, 8.4, and 9 of this Agreement shall survive termination of this Agreement.

9. Governing Law

Any claims, controversies, issues, or cause of action arising out of or related to this Agreement, the Examination, or any Certification awarded, ("Claims") shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a sole arbitrator, who shall be qualified as an attorney at law with experience relevant to the dispute. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator shall be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award damages in excess of compensatory damages, except in cases involving breach of non-disclosure or intellectual property, and each party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute requires or permits that compensatory damages be increased in a specified manner. Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between You and (ISC)² alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

Notwithstanding the foregoing, both party may file and prosecute an action for injunctive or similar equitable relief and the filing of such an action shall not constitute a waiver of the parties' rights to require arbitration of any other dispute. Violation of any of these provisions may cause irreparable harm to (ISC)² for which monetary remedies may be inadequate, and (ISC)² may take all appropriate actions to remedy or prevent such disclosure or misuse, including, without limitation, obtaining an immediate injunction without being required to post bond.

This Agreement shall be governed and construed and enforced in accordance with the substantive and procedural laws of the State of Florida, USA except for its choice of law rules. Unless waived by (ISC)² in its sole discretion, any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court for Pinellas County, FL, USA. The parties agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding. The parties agree to accept service by U.S. certified mail or registered mail, return receipt requested, or by other legally available method.

- 10. Assignability.** Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by you.
- 11. Waiver and Severability.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the other provisions of this Agreement shall continue in full force and effect.
- 12. Entire Agreement.** This agreement, including the (ISC)² Inc. NDA Agreement, supersedes all prior agreements, commitments or representations between the parties, whether oral or written, as well as any downloaded or translated version of the Agreement. (ISC)² reserves the right to amend this agreement with ninety (90) days' notice to its members. Notice may be posted to the member-only website or sent to each member's email address of record.

BY TAKING THE EXAMINATION, I AM AGREEING THAT I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND ACCEPT THE OBLIGATIONS IMPOSED UPON ME. NO PROMISES, THREATS, OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO ENTER INTO THIS AGREEMENT.

I ACCEPT THIS AGREEMENT VOLUNTARILY AND FREELY.