

Qualtrics Certification Program Terms and Conditions

These Qualtrics Certification Program Terms and Conditions (these “Terms”) govern your participation in the Qualtrics Certification Program (the “Program”) and are an agreement between Qualtrics, LLC (“Qualtrics,” “we,” “us,” or “our”) and you (“you”). These Terms take effect when you click through to accept them (the “Effective Date”). You represent that you are lawfully able to enter into this contract.

1. Participation in the Program.

- a. **Generally.** To obtain a certification under the Program (a “Qualtrics Certification”) and participate in the Program, you must (all of the following, collectively, the “Certification Requirements”):
 - i. take the exam that applies to that particular Qualtrics Certification (a “Certification Exam”) and receive a passing score;
 - ii. comply with all additional requirements associated with such Qualtrics Certification as may be specified on the Qualtrics Certification website (the “Qualtrics Certification Site”); and
 - iii. adhere to all laws, rules, and regulations applicable to the Program, including these Terms and all policies and restrictions associated with the Program described on the Qualtrics Certification Site, and any other policy or terms referenced in or incorporated into these Terms, (such policies and restrictions, collectively, “Policies”).
- b. **Use of Name and Logo.** Subject to these Terms and your completion of and continued compliance with the applicable Certification Requirements, we grant you the limited right to use the name of the specific Qualtrics Certification that you have received and any trademarks, service marks, service or trade names, logos, and other designations of Qualtrics and its affiliates that we may make available to you in connection with these Terms or the Program associated with such Qualtrics Certification (collectively, “Qualtrics Marks”) for so long as such Qualtrics Certification is valid or until revoked or terminated as set forth in these Terms. You may use the Qualtrics Marks only in accordance with the trademark use guidelines that we may give you or post on the Qualtrics Certification Site from time to time (“Trademark Use Guidelines”). We may revoke your license, if any, to use any Qualtrics Mark associated with the Qualtrics Certification at any time by giving you written notice.
- c. **Your Responsibilities.** At all times when you are holding yourself out as the recipient of a Qualtrics Certification, or at any time that you are providing offerings that relate to Qualtrics or the services provided by Qualtrics (“Services”), you will: (i) conduct your activities in a professional and competent manner; (ii) comply with all applicable laws, regulations and orders of any governmental or regulatory authority; (iii) promote Qualtrics and the Services in a manner that maintains the good name and reputation of both Qualtrics and the Services; (iv) not make any representations, warranties, or guarantees to third parties with respect to Qualtrics or the specifications, features, or capabilities of any of the Services; (v) not misrepresent or embellish your relationship with Qualtrics; (vi) comply with all applicable terms and conditions of any agreement governing your own use of the Services; and (vii) not engage in any illegal, false or deceptive acts or practices.
- d. **Taxes.** Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under these Terms. All fees payable by you are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes (“Indirect Taxes”). You will provide such information to Qualtrics as reasonably required to determine whether Qualtrics is obligated to collect Indirect Taxes from you. Qualtrics will not collect, and you will not pay, any such tax or duty for which you furnish Qualtrics a properly completed exemption certificate or a direct payment permit certificate or for which Qualtrics may claim an available exemption

from tax. All payments made by you to Qualtrics under these Terms will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example, international withholding taxes) are required to be withheld on any payment, you will pay such additional amounts as are necessary so that the net amount received by Qualtrics is equal to the amount then due and payable under these Terms. Qualtrics will provide you with such tax forms as are reasonably requested by you in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under these Terms.

2. **Testing.**

- a. **Procedures.** You will comply with all rules and regulations applicable to the administration of the Certification Exam as set forth by Qualtrics or by any third party authorized by Qualtrics to administer Certification Exams (a "Certification Exam Provider"). You will not engage in any misconduct in connection with the Certification Exam, including without limitation: (i) receiving or providing unauthorized assistance, or submitting work that is not your own; (ii) possession or use of unauthorized materials during any Certification Exam; (iii) falsifying your identity or identification documents, or misusing any testing identification number, username, or other credentials that have been provided to you; (iv) failing to adhere to any testing policy, procedure, or directions; (v) disclosing or disseminating the content of any Certification Exam; (vi) receiving or viewing the content of any Certification Exam that has been disclosed or disseminated in violation of these Terms; (vii) use of any Qualtrics Marks in a manner not authorized by these Terms and the Trademark Use Guidelines; or (viii) any other actions that we believe are inconsistent with the principles of the Program.
 - b. **Confidentiality.** "Qualtrics Confidential Information" includes all nonpublic information disclosed by us, our affiliates, business partners, Certification Exam Providers, or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. You agree that the Certification Exam and any other materials that are provided to you in connection with a Certification Exam (which may include instructions, study materials, exam questions, or other content) (collectively, "Testing Materials") are Qualtrics Confidential Information. You may not use, disclose, reproduce, copy, transmit, distribute, or make derivative works of any Certification Exam, Testing Materials or other Qualtrics Confidential Information, or any part thereof in whole or in part, in any form or by any means.
 - c. **Retakes.** If you do not pass a Certification Exam, you may retake such Certification Exam only in accordance with the retake policy as described on the Qualtrics Certification Site, as such policy may be amended from time to time.
 - d. **Noncompliance.** You agree that if for any reason we believe that you have violated any of these Terms, we may in our sole discretion (and without the refund of any fees) cancel the results of any Certification Exam, revoke any Qualtrics Certification, terminate your rights under these Terms and/or otherwise prohibit you from participating in the Program.
3. **Privacy.** If you choose to participate in the Program, your participation and any dispute over privacy is subject to the Qualtrics privacy policy, currently available at <http://www.qualtrics.com/privacy-statement/>, as may be updated or replaced by Qualtrics from time to time, (the "Privacy Policy"). You should check our website frequently to see recent changes in the Privacy Policy. Unless stated otherwise, the Privacy Policy applies to all information that we have about you and your account. You agree that we may share your information with our third-party contractors in connection with the administration of Certification Exams. We may also verify the status of your Qualtrics Certification(s) to any third parties who inquire about such status.
4. **Term and Termination.**
- a. **Term.** The term of these Terms will begin on the Effective Date, and will continue until terminated by either party, or until all Qualtrics Certifications you hold are no longer valid. Each Qualtrics Certification is valid for a period of time following the date on which you successfully pass the applicable Certification Exam, as specified on the Qualtrics Certification Site.

- b. **Termination.**
 - i. **Termination for Convenience.** You may terminate these Terms for any reason by providing us notice. We may terminate these Terms for any reason by providing you 30 days advance notice.
 - ii. **Termination for Cause.** We may terminate these Terms at any time if you breach these Terms or if you fail to meet any Certification Requirements.
 - c. **Effect of Termination.** Upon any termination of these Terms, all your rights under these Terms immediately terminate, all Qualtrics Certifications you hold will immediately become invalid, you will immediately cease to hold yourself out as holding any Qualtrics Certification, and you will immediately cease all use of the Qualtrics Marks. Sections 2(b), 3, 4(c), 5, 6, 7, and 9 will continue to apply in accordance with their terms.
5. **Indemnification.** You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, contractors, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (i) your participation in the Program; (ii) your use of any Qualtrics Mark in a manner not authorized by or consistent with these Terms; (iii) any representations, warranties, or guarantees you make to third parties with respect to Qualtrics or the specifications, features, or capabilities of any of the Services; (iv) any misrepresentation or embellishment by you of your relationship with Qualtrics; (v) your breach of these Terms or violation of applicable law; or (vi) a dispute between you and any third party. We may assume control of the defense and settlement of the claim at any time.
6. **Disclaimers.** THE PROGRAM, INCLUDING BUT NOT LIMITED TO THE TESTING MATERIALS, IS PROVIDED "AS IS." WE AND OUR AFFILIATES, LICENSORS AND CERTIFICATION EXAM PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE PROGRAM, TESTING MATERIALS, CERTIFICATION EXAMS, OR THESE TERMS. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES, LICENSORS AND CERTIFICATION EXAM PROVIDERS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.
7. **Limitations of Liability.** WE AND OUR AFFILIATES, LICENSORS AND CERTIFICATION EXAM PROVIDERS WILL NOT BE LIABLE TO YOU FOR ANY: (I) DIRECT DAMAGES; (II) LOSS OF PROFITS; (III) LOSS OF BUSINESS; (IV) LOSS OF ANTICIPATED SAVINGS; (V) DEPLETION OF GOODWILL AND SIMILAR LOSSES; (VI) INVESTMENTS, EXPENDITURES OR COMMITMENTS RELATED TO THE PROGRAM; OR (VII) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PURE ECONOMIC LOSS, COSTS, DAMAGES, EXPENSES OR EXEMPLARY DAMAGES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES, LICENSORS OR CERTIFICATION EXAM PROVIDERS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR FAILURE TO ACHIEVE QUALTRICS CERTIFICATION OR OTHER INABILITY TO PARTICIPATE IN THE PROGRAM, INCLUDING AS A RESULT OF ANY (X) TERMINATION OR SUSPENSION OF THESE TERMS, OR (Y) OUR MODIFICATION OR DISCONTINUATION OF ANY QUALTRICS CERTIFICATION, CERTIFICATION EXAM, OR ALL OF THE PROGRAM; OR (B) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE PROGRAM.
8. **Modifications.** We may from time to time change these Terms or any Policies, or change or discontinue any Qualtrics Certification, the Program as a whole, or any aspect of it, including without limitation changing Certification Requirements, changing training or testing materials, changing passing score requirements, changing qualification tiers and titles, or changing or discontinuing Program benefits. We will notify you of changes by posting them on the Qualtrics Certification Site or by otherwise notifying you in accordance with Section 9(d). You are responsible for checking the Qualtrics Certification Site regularly for changes. Changes will be effective as of the date such changes are posted or, if we notify you by email, as stated in the email message. By continuing to participate in the Program, you agree to comply with the most current version of these Terms, the Policies and

all additional requirements specified on the Qualtrics Certification Site. The current Certification Requirements for each Qualtrics Certification and the current version of these Terms may be found on the Qualtrics Certification Site. It is your responsibility to check the Qualtrics Certification Site regularly for modifications to the Program or these Terms. We last modified these Terms on the date listed at the end of these Terms.

9. **Miscellaneous.**

- a. **Publicity.** You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by these Terms.
- b. **Independent Contractors; Non-Exclusivity.** We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (i) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (ii) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.
- c. **No Third Party Beneficiaries.** These Terms do not create any third party beneficiary rights in any individual or entity that is not a party to these Terms or otherwise explicitly mentioned herein.
- d. **Notice.**
 - i. **To You.** We may provide any notice to you under these Terms by: (A) posting a notice on the Qualtrics Certification Site or (B) sending a message to the email address we have on file for you. Notices we provide by posting on the Qualtrics Certification Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.
 - ii. **To Us.** To give us notice under these Terms, you must contact Qualtrics by personal delivery, overnight courier or registered or certified mail to Qualtrics, LLC, Attn: Legal Department, 2250 N University Pkwy #48C, Provo UT 84604. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.
 - iii. **Language.** All communications and notices to be made or given pursuant to these Terms must be in the English language.
- e. **Assignment.** You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer in violation of this Section 9(e) will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- f. **No Waivers.** The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.
- g. **Severability.** If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms but the rest of these Terms will remain in full force and effect.
- h. **Governing Law; Venue.** The laws of the State of Utah, without reference to conflict of law rules, govern these Terms and any dispute that might arise between you and us. Any dispute

relating in any way to the Program or these Terms will be adjudicated in any state or federal court in Salt Lake County, Utah. You consent to exclusive jurisdiction and venue in those courts. We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our, our affiliates, or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to these Terms.

- i. **Entire Agreement; English Language.** These Terms includes the Policies and are the entire agreement between you and us regarding the subject matter of these Terms. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or oral, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and that is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control.

Last updated: February 1, 2016