

NUTANIX CERTIFICATION PROGRAM CANDIDATE AGREEMENT

Please read carefully the following terms under which Nutanix grants professional certification. Nutanix provides the certification only if you accept the terms of this agreement and is deemed consent if you represent yourself as Nutanix certified.

Prior to taking your exam, you will be required to accept a summarized version of the terms and conditions of this document. You will view this summarized agreement on screen before the exam starts. If you choose NOT to agree to these terms at the beginning of the exam, your exam will be immediately canceled, and you will forfeit your exam fee.

This Nutanix Certification Program Candidate Agreement (the “Agreement”) is a legal document between the candidate (“you” or “your”) and Nutanix regarding your participation in the Nutanix Certification Program (the “Program”) including your access to and use of any Program benefit, Nutanix Certification credentials, or any Nutanix Certification logo that Nutanix makes available to you as part of the Program. By accessing or using the Program benefit, Nutanix Certification credentials, or Nutanix Certification logo, you accept the terms and conditions of this Agreement. If you do not accept this Agreement, do not access or use any Program benefit, Nutanix Certification credential, or Nutanix Certification logo.

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1. Certification Requirements

1.1 Certification Requirements. In order to use a certification designation, you must:

- Pay the applicable exam fees;
- Accept the terms and conditions of a summarized version of this Agreement displayed before each certification exam;
- Pass all required exams specified on the Program Website for the applicable certification designation;
- Comply with any additional requirements specified on the Program Website for the applicable certification designation;
- Keep contact information up to date within the Nutanix Certification Program;
- Continue to meet all certification requirements of the Program specified on the Program Website for the applicable certification designation.

1.2 Modification. Nutanix reserves the right in its sole discretion to change the Program, without cause or notice, including:

- changing certification requirements or recertification; specifying an expiration of any certification designation
- changing recommended and/or required training courses
- changing exam objectives, exam content, exam passing score, exam item type, time allowed for the exam, and exam delivery platform for any certification exam.

Furthermore, Nutanix may, without cause or notice, require you to update your certification designation by requesting you to re-take any or all applicable certification exams and/or execute a new version of this Agreement with Nutanix. The most current certification requirements for your applicable certification designation may be found on the Program Website.

1.3 Retake Policy. You agree to comply with Nutanix's certification exam retake policy when retaking any certification exam that you previously failed. There is a seven (7) calendar day waiting period after all failed attempts for a proctored Nutanix certification exam. Once a candidate passes an exam, they cannot take that exam again until a new major exam revision is released.

Beta exams may only be taken once during the beta exam period. If a candidate is unsuccessful on the beta exam, they may take the production version of the exam once released.

1.4 Certification Term. The term during which you may use your applicable certification designation will commence upon achieving your certification designation and will continue for two years.

1.5 Certification Upgrade or Renewal. Certification holders must upgrade or renew their certification before the end of their term by taking the current version of the same exam or another exam of the same or higher level in one of Nutanix's certification tracks. Failure to do so will result in a "lapsed" or "expired" certification, and they are no longer entitled to the designation benefits outlined in Section 3. Nutanix will publicly announce any changes to such requirements and set reasonable deadlines for achieving those requirements to maintain certification status.

1.6 Transcripts. You are responsible for reviewing your Nutanix transcript to ensure it accurately reflects the certifications you currently hold. If you believe your transcript is inaccurate, you have up to one (1) year from the date you passed the last exam necessary to earn or maintain the certification in question to submit a request to Nutanix to evaluate the fulfillment of any certification you believed you currently hold that does not appear on your transcript.

1.7 Notices. Notices will be provided by electronic mail. It is your responsibility to keep your contact e-mail with Nutanix updated.

2. Exam Security & Candidate Conduct

2.1 Code of Ethics. Achieving a Nutanix certification goes beyond simply validating specific technical knowledge, to reflect a commitment to our core values: Hungry, Humble, Honest. As a Nutanix-certified professional, Nutanix expects that you will abide by the conduct and security policies detailed in this section.

2.2 Verification of Candidates. Nutanix reserves the right to use any reasonable methods for verifying the identity of certification candidates, including, without limitation, the use of challenge questions, identification numbers and photographic verification.

2.3 Compliance with Testing Regulations. You agree to comply with all testing regulations required by Nutanix and/or Nutanix's authorized contractors administering the certification exam.

2.4 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, assignments, resolutions and personal registration information, is entirely your own. You will neither:

- provide nor accept improper assistance; nor
- use unauthorized materials in attempting to satisfy certification requirements (including unauthorized content provided by third parties).

2.5 No Misconduct. You agree that you will not

- falsify your identity or impersonate another individual;
- forge any certification designation certificates, certification exam score reports, identification cards or any other exam records;
- engage in fraudulent conduct or misrepresent yourself as certified when you have not successfully met the applicable requirements;
- misuse or disclose to another person your testing id number, member site username and/or password or any other Program identities;
- copy, resell, distribute or misuse any certification exam voucher(s) or any other certification exam discount;
- use any certification exam vouchers obtained from an unauthorized source; or

- engage in any other misconduct that could be considered by Nutanix, in its sole discretion, as compromising the integrity, security or confidentiality of the certification exam or the program.

2.6 No Misuse of the Exam. 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. Disseminating actual exam content in whole or in part by any means, including, but not limited to, web postings, formal or informal exam preparation or discussion groups, chat rooms, reconstruction through memorization, study guides, or any other method is strictly forbidden.

2.7 Certification Exam Materials. Nutanix and its testing partners may impose restrictions or regulations governing the use of any materials that you may bring into the examination area and/or refer to during the certification exam.

3. Consequences of Noncompliance

3.1 Noncompliance. If Nutanix believes you violated this Agreement or engaged in any fraudulent behavior or misconduct that could diminish or compromise the security or integrity of the Program in any way, you may be decertified and terminated from the Program and permanently ineligible to participate in the Program. You further understand and agree that, if for any reason and at its sole discretion, Nutanix believes your exam results do not accurately reflect your true knowledge or mastery of the subject matter of the exam, Nutanix has the right (without refund of any kind) to deny you any further participation in the exam, cancel a passed exam result, revoke any pre-existing Nutanix certifications, your Nutanix certified status and any other rights previously conferred on you by Nutanix, and to permanently bar you from any further participation in the Program.

3.2 Employer Notification. Nutanix Partner Programs require that partners employ a minimum number of Nutanix Certified employees. For this reason, the revocation of any certification may result in loss of partner benefits to that partner. If Nutanix revokes your certification, or, in Nutanix's reasonable discretion, has a basis to revoke your certification pursuant to this Agreement, then Nutanix has the right to notify your employer and respond to any inquiry by your employer about changes in your certification status.

4. Certification Designation & Logo Usage

4.1 Certification Designation Grant. Upon completion of the applicable certification requirements and your receipt of your passing score of the certification exam(s), and subject to the terms of this Agreement, Nutanix grants you a nonexclusive, non-transferable, non-assignable, non-sub licensable, personal, revocable right to designate yourself with the applicable

certification designation. You may use that certification designation only to promote your qualifications related to the use of the applicable product line or technology and for no other purpose.

4.2 Logo Rights and Restrictions. Upon completion of the applicable certification requirements and your receipt of your passing score of the certification exam(s), and subject to the terms of this Agreement, Nutanix grants you a nonexclusive, non-transferable, personal right to use the Nutanix Certification Logo (the “Logo”) on your resume, business cards, marketing collateral, letterhead and website solely in connection with your provision of services in relation to the Nutanix product line, solution or technology for which you have a current, valid certification designation.

You are granted no other right, title, or license to the Logo or any other Nutanix trademarks or logos. Your use of the Logo is subject to the terms of this Agreement and Nutanix’s logo usage guidelines which are subject to change at Nutanix’s sole discretion.

You agree that the Logo is owned solely and exclusively by Nutanix. You agree not to use the Logo in any manner that would diminish, tarnish or otherwise damage Nutanix’s image or reputation, or the goodwill associated with the Logo. Upon request, you agree to promptly provide Nutanix at your expense samples of any materials bearing the Logo.

You agree not to file any application to register any trademark, service mark, or domain name for the Logo or any other mark confusingly similar to the Logo, and not to use Nutanix trademarks or potentially confusing variation of Nutanix trademarks as part of your company name, product or service names, or domain names. You agree not to interfere with or bring any kind of action or legal or administrative proceeding in relation to the rights and title of Nutanix in or to the Logo or any other Nutanix trademarks or logos.

5. Certification Agreement Terms

5.1 Term of Agreement. This Agreement will commence immediately upon Candidate’s acceptance of the terms and conditions of this Agreement and will remain in effect until terminated in accordance with Section 4.2.

5.2 Termination. You may terminate this Agreement at any time upon written notice to Nutanix. Nutanix reserves the right to terminate this Agreement for cause and revoke your certification designation at any time upon written notice to you (sent to your last known mailing and/or email address). Cause for termination will include, without limitation,

- any breach of this Agreement which remains uncured for 30 days following notice of the breach by Nutanix,

- Nutanix's determination, in its sole discretion, that you have cheated on any certification exam or aided in any such activity, or have disclosed exam questions of any certification exam to a third party, or
- your misrepresentation of your certification designation.

Upon termination of this Agreement, all rights related to your certification designation, including all rights to use your certification designation and Logo, will immediately terminate. Except as provided herein, you will have no further rights or obligations under this Agreement after termination.

6. Confidentiality and Nondisclosure

6.1 Confidentiality and Ownership. The certification exam (including without limitation, questions, answers, blueprints, worksheets, computations, drawings, diagrams, length and number of exam segments and/or questions, or any communication related to the certification exam) is the confidential property of Nutanix ("Confidential Information") and is made available to you for the sole purpose of testing your knowledge in the technical area referenced in the title of the applicable certification exam. You agree:

- to hold the Confidential Information in confidence and take all reasonable precautions to protect it;
- not to use the Confidential Information at any time during or after the term of this Agreement; except as provided herein; and
- that you will not disclose, publish, reproduce or transmit any Confidential Information to any third party, in any form, including verbal, written, electronic or any other means for any purpose.

6.2 Privacy. Nutanix will treat the personal information you provide while participating in the Program in accordance with the Nutanix privacy policy. Please note that Nutanix's exam delivery vendor may gather the information on behalf of Nutanix. The vendor may also request to contact you directly about their products and services; however, providing that consent is optional, and you should review their privacy policies to address your specific needs and concerns.

If you are, or become, employed by a Nutanix partner, Nutanix may provide information to such partner about your certification designation status (including information regarding any revocation by Nutanix of your certification designation).

Nutanix often receives requests from third parties, particularly employers, to verify an individual's certification status. Nutanix may, but has no obligation to, provide such information about your certification status to others. This information is provided as a courtesy to you, and you agree that Nutanix has no liability for providing this information.

7. Legal Terms

7.1 Ownership. Nutanix retains all rights, title and interest in and to all information, content and data contained in certification exams and all copyrights, patent rights, trademark rights and other proprietary rights thereto provided by Nutanix under this Agreement.

7.2 Disclaimer. Nutanix makes no warranties or conditions of any kind, express, implied or statutory, related to or arising in any way out of this Agreement or your participation in the Program. Nutanix specifically disclaims any implied warranty for merchantability, fitness for a purpose and non-infringement of any third-party rights.

7.3 Damages. Nutanix will not be liable for any indirect, incidental, special, punitive, or consequential damages or any loss of profits, revenue, data or use. Nutanix's liability for direct damages, whether in contract, tort or otherwise, will be limited to the fees paid by you to Nutanix under this Agreement.

7.4 Limitation of Liability. The certification exam may be administered by an independent testing vendor. You acknowledge and agree that Nutanix will have no liability to you for any claim in any way related to the certification exam, including registration, the testing environment, delivery of the certification exam, exam fees, and the accuracy, timeliness or reporting of certification exam results.

You agree to indemnify, defend and hold Nutanix harmless against any losses, liabilities, damages, claims and expenses (including attorneys' fees and court costs) arising out of any claims or suits, whatever their nature and however arising, in whole or in part, which may be brought or made against Nutanix, or its affiliates, officers, employees or assigns, in connection with:

- any personal injury, property damage or other claims which are caused, directly or indirectly by any negligent act, omission, illegal or willful misconduct by you,
- your use or misuse of certification designation and/or the Logo;
- your use or misuse of Nutanix's Confidential Information; and/or
- your breach of any obligations or warranties under this Agreement.

7.5 No Assignment. You will not assign, transfer, or sublicense this Agreement, or any right granted under this Agreement, in any manner and any attempted assignment, transfer, or sublicense, by operation of law or otherwise, will be null and void.

7.6 Governing Law. This Agreement is governed by the laws of the State of California, United States of America (including its conflict of law rules), and the federal laws of the United States. To the extent permitted by law, the state and federal courts located in Santa Clara County, California will be the exclusive jurisdiction for disputes arising out of or in connection with this Agreement.

The U.N. Convention on Contracts for the International Sale of Goods does not apply.

7.7 Waiver. Failure to enforce a provision of this Agreement will not constitute a waiver.

7.8 Severability. If any part of this Agreement is held unenforceable, the validity of all remaining parts will not be affected.

7.9 Survival. Provisions that survive termination or expiration of this Agreement include those pertaining to Confidentiality and Nondisclosure, Limitation of Liability, Indemnification, and others, which by their nature are intended to survive.

7.10 Entire Agreement. This Agreement constitutes the complete agreement between you and Nutanix and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom will be deemed to amend or modify this Agreement.