



QUICKBASE CERTIFICATION PROGRAM AGREEMENT

This Quickbase Certification Program Agreement (the "Agreement") governs Your participation in the Quickbase Certification Program (the "Program"), is entered into between You ("You" or "Your") and Quickbase, Inc. ("Quickbase") and is made a part of the Quickbase Terms of Service (available at <http://www.quickbase.com/terms-of-service>) (the "Terms of Service"). The terms of this Agreement apply to (a) any Quickbase Certifications You have attained and (b) Your participation in the Program, including Your access to and use of any Program benefit, Quickbase Certification Credential, or Quickbase Certification Logo that Quickbase makes available to You as part of the Program. BY ACCESSING OR USING ANY QUICKBASE CERTIFICATION EXAM, PROGRAM BENEFIT, QUICKBASE CERTIFICATION CREDENTIAL, OR QUICKBASE CERTIFICATION LOGO, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT ACCESS OR USE ANY OF THE FOREGOING.

- 1. DEFINITIONS.** Capitalized terms not defined in this Agreement shall have the meanings set forth in the Terms of Service.
 - 1.1. "Certification Designation" or "Quickbase Certification Credential" or "Quickbase Certification Designation" means the specific Program Certification designation granted to You upon successful completion of and compliance with the Certification Requirements for the applicable solution track or technology as specified in this Agreement.
 - 1.2. "Certification Exam" or "Exam" or "Test" means the applicable Certification exam for the particular Quickbase Certification.
 - 1.3. "Certification Program Website" means the Program website located at: <https://university.quickbase.com/page/certification>
 - 1.4. "Certification Requirements" means those requirements specified or referenced in Section 2.1 of this Agreement that You must meet in order to use and maintain the Certification Designation and use the Logo in accordance with the terms of this Agreement.
 - 1.5. "Quickbase Certification" or "Certification" means passing the requisite Exams, and meeting and maintaining compliance with all Certification or re-Certification Requirements, to use the corresponding Credential, Badge, or Logo.
 - 1.6. "Quickbase Certificate" or "Quickbase Certification Badge" or "Badge" means the digital or graphic credential document that is issued upon the fulfillment of the Certification Requirements.
 - 1.7. "Quickbase Certification Logo" or "Logo" means the specific Program logo designated for one of the Certification Designations You have earned.
- 2. QUICKBASE CERTIFICATION.**
 - 2.1. **Certification Requirements.** In order to obtain and maintain a Quickbase Certification Designation, You must: (i) accept the terms and conditions of this Agreement before completing each Certification Exam; (ii) pass all required Exams and any additional requirements specified on the Program Website for the applicable Certification Designation; (iii) pay any applicable Exam or Program fees; and (iv) continue to meet all Certification Requirements of the Program specified on the Program Website for the applicable Certification path. The Program is not offered or available to persons under the age of thirteen (13).
 - 2.2. **Modification to Certification Requirements or the Program.** Quickbase reserves the right to change the Program, without cause or notice, including terminating the Program, changing Certification Requirements or re-Certification; specifying an expiration of any Certification Designation; changing recommended and/or required training courses; and changing Certification Exam objectives, Certification Exam content, Certification Exam passing score, Certification Exam item type, time allowed for Exam, and Exam delivery platform for any Certification Exam. Furthermore, Quickbase 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 Quickbase. The most current Certification Requirements for Your applicable Certification Designation may be found on the Program Website or by requesting information from university@quickbase.com.
 - 2.3. **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, Quickbase grants You a non-exclusive, 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. You also acknowledge that Your use of the Credential Designation upon successful completion of the Credential Exam is not in any way a warranty or guarantee of Your abilities with regards to the Quickbase Service in general or any other offering. You may not suggest or represent that a Credential Designation is any such warranty or guarantee of Your abilities.
 - 2.4. **Credential, Logo, and Badge 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, Quickbase grants You a non-exclusive, non-transferable, personal right to use the Quickbase Certification Credential, Quickbase Certification Badge, or Logo on Your resume, business cards, marketing collateral, letterhead and website solely in connection with Your provision of services in relation to the Quickbase 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 Credential, Badge, Logo or any other Quickbase trademarks or logos. Your use of the Credential, Badge, and Logo are subject to the terms of this Agreement and Quickbase's Credential, Badge, and Logo usage guidelines which are subject to change at Quickbase's discretion. You agree that the Credential, Badge, and Logo are owned

solely and exclusively by Quickbase. You agree not to use the Credential, Badge, or Logo in any manner that would diminish, tarnish or otherwise damage Quickbase's image or reputation, or the goodwill associated with the Credential, Badge, or Logo. Upon request, You agree to promptly provide Quickbase at Your expense samples of any materials bearing the Credential, Badge, or Logo. You agree not to file any application to register any trademark, service mark, or domain name for the Credential, Badge, or Logo or any other mark confusingly similar to the Credential, Badge, and Logo, and not to use Quickbase trademarks or potentially confusing variation of Quickbase 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 Quickbase in or to the Credential, Badge, and Logo or any other Quickbase trademarks or logos.

3. PROGRAM BENEFITS.

- 3.1. **Program Benefits Provided by Quickbase.** If You hold one or more active Quickbase Certifications, You may earn Program benefits as described on the Program Website. All Program Benefits are non-transferable and intended for use solely by the individual who earned the benefit or by the Certification account to which the benefit was originally assigned or emailed. If Quickbase, in its sole discretion, determines You misused, transferred, or allowed improper access to a benefit, Quickbase may invalidate the Exam result related to Your misconduct. We will not reinstate the benefit, and You will not be eligible for a refund or any compensation as a result of such action.
- 3.2. **Program Benefits Provided by Third Parties.** Some Program benefits may be provided by third parties. You understand and agree that Your relationship with respect to those benefits is directly with the third-party and not with Quickbase. Quickbase is not responsible for any Program benefit provided by a third-party and Quickbase does not sponsor or endorse the third-party vendors or its services or products.
- 3.3. **Additional Terms.** Program benefits may have additional terms, conditions, and licenses. You must accept and comply with any additional terms associated with a Program benefit before You can use that benefit. You may not use a Program benefit if You do not comply with any applicable additional terms, conditions, and licenses.

4. COMPLIANCE WITH TESTING RULES AND POLICIES.

- 4.1. **General.** You agree to comply with all applicable Certification Exam policies set forth on the Certification Program Website and/or testing rules required by Quickbase and/or Quickbase's authorized contractors administering the Certification Exam.
- 4.2. **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: (i) provide nor accept improper assistance; nor (ii) use unauthorized materials in attempting to satisfy Certification Requirements (including unauthorized Certification content provided by third parties).
- 4.3. **No Misconduct.** You agree that You will not (i) falsify Your identity or impersonate another individual; (ii) forge any Quickbase Certificates, Badges, Logos, Certification Exam score reports, identification cards or any other Certification Exam records; (iii) engage in fraudulent conduct or misrepresent Yourself as certified when You have not successfully met the applicable Certification Requirements; (iv) misuse or disclose to another person Your testing id number, member site username and/or password or any other Program identities; (v) copy, resell, distribute or misuse any Certification Exam voucher(s) or any other Certification Exam discount; (vi) use any Certification Exam vouchers obtained from an unauthorized source; or (vii) engage in any other misconduct that could be considered by Quickbase, in its sole discretion, as compromising the integrity, security or confidentiality of the Certification Exam or the Program.
- 4.4. **No Misuse of the Test.** 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.
- 4.5. **Retake Policy.** You agree to comply with Quickbase's Certification Exam retake policy when retaking any Certification Exam that You previously failed. Retaking a passed Certification Exam is prohibited. The retake policy is available on the Certification Program Website.
- 4.6. **Certification Exam Materials.** Quickbase 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. You agree to return any such examination material to Quickbase or the testing partners, as may be directed upon completion of the Certification Exam.
- 4.7. **Quickbase Action for Noncompliance.** You understand and agree that, if for any reason and at its sole discretion, Quickbase believes Your Exam results do not accurately reflect Your true knowledge or mastery of the subject matter of the Exam and/or that You have violated this Agreement, Quickbase 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 Quickbase Certifications, Your Quickbase Certification Designation and any other rights previously conferred on You by Quickbase, and to permanently bar You from any further participation in the Program.

5. CONFIDENTIALITY.

- 5.1. 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 Quickbase (the "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.

5.2. **Protection.** You agree (i) to hold the Confidential Information in confidence and take all reasonable precautions to protect it; (ii) not to use the Confidential Information at any time during the term or after the termination of this Agreement; except as provided herein; and (iii) 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. Quickbase 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 Quickbase under this Agreement.

6. PRIVACY.

6.1. **Candidate Personal Information and Personal Data.** You will be required to provide personal information and personal data ("Personal Information"), which You hereby agree to provide, as a condition of participating in the Program and gaining access to any Exam. Such personal Information will be collected at various instances during Your participation in the Program, including, but not limited to, during registration, via the Exam, and self-service portals. This Personal Information will be used to process Your Credential, and for the purposes of facilitating and administering the Program and Your participation thereto. Quickbase will treat the Personal Information you provide while participating in the Program in accordance with the Quickbase Privacy Policy. You acknowledge and agree that Your Personal Information may be shared internally within Quickbase, with Your employer (if not Quickbase), with the entity paying for Your participation in the Program, and/or with the entity to which You are providing services. You also acknowledge and agree that third party organizations may have access to Your Personal Information for purposes relating to facilitating and administering the Program and Your participation thereto, including, but not limited to, processing Your Credential, Exam scheduling, Exam delivery and fee processing. You can review Your Personal Information and make change requests via Your Quickbase University account or by emailing privacy@quickbase.com.

6.2. **Disclosure of Your Credential Designation and Information Related Thereto.** From time to time, third parties may contact Quickbase in order to verify Your Credential Designation status, and You hereby authorize Quickbase to disclose information regarding Your Credential Designation status to such third parties seeking verification. Quickbase may use and disclose personal information such as Your name, information about Exams for which You have registered, Your Credential Designation, and information regarding associated Exam results to administer and facilitate the Quickbase Credential Program, including Your participation therein or involvement thereto. Without limiting the foregoing, Quickbase may share information about Exams for which You have registered, Your Credential Designation, and information regarding associated Exam results with Your employer or the entity paying for Your participation in the Program, and/or the entity to which You are providing services for the purposes of facilitating and improving the Program and associated Exams, and enabling such employer or entity to manage its organization and resources, including, to (i) determine the number and identities of Certified personnel in its organization(s), and to (ii) validate the accuracy of the number of its Certified individuals.

7. **WARRANTIES.** Quickbase 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. Quickbase specifically disclaims any implied warranty for merchantability, fitness for a particular purpose and non-infringement of any third-party rights.

8. **INDEMNIFICATION.** You agree to indemnify, defend and hold Quickbase 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 Quickbase, or its affiliates, officers, employees or assigns, in connection with: (i) 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, (ii) Your use or misuse of Certification Designation and/or the Logo; (iii) Your use or misuse of Quickbase's confidential information; and/or (iv) Your breach of any obligations or warranties under this Agreement.

9. LIMITATION OF LIABILITY.

9.1. **Liability.** The Certification Exam may be administered by an independent testing vendor. You acknowledge and agree that Quickbase 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.

9.2. **Damages.** Quickbase will not be liable for any indirect, incidental, special, punitive or consequential damages including loss of, damage to, or corruption of data, lost profits, loss of business, or loss of use. Quickbase's liability for direct damages, whether in contract, tort or otherwise, will be limited to the fees paid by You to Quickbase under this Agreement.

10. TERM AND TERMINATION.

10.1. **Term of Agreement.** The term of this Agreement shall commence upon Your accessing or using any Quickbase Certification Exam, Program benefit, Quickbase Certification Credential, Badge, or Quickbase Certification Logo, and will continue until terminated as provided herein. This Agreement will automatically terminate if You lose Your status in the Quickbase Certification program, or if Quickbase cancels the Program.

10.2. **Termination for Convenience.** Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party.

- 10.3. **Termination for Cause.** Quickbase 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, (i) any breach of this Agreement which remains uncured for 30 days following notice of the breach by Quickbase, (ii) Quickbase's determination, in its sole discretion, that You have cheated on any Certification Exam, have aided in the cheating of a Certification Exam or have disclosed test questions of any Certification Exam to a third party, or (iii) Your misrepresentation of Your Certification Designation.
- 10.4. **Effect of Termination.** 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.

11. MISCELLANEOUS.

- 11.1. **No exclusivity.** Your participation in this Program is voluntary. Nothing in this Agreement restricts You from supporting, promoting, distributing, or using non-Quickbase technology.
- 11.2. **Relationship.** The parties are independent contractors. This Agreement does not create an employer-employee relationship, partnership, joint venture, or agency relationship, and does not create a franchise. You may not make any representation, warranty, or promise on Quickbase's behalf.
- 11.3. **No Waiver.** Any delay or failure by Quickbase to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.
- 11.4. **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.
- 11.5. **Governing Law; Jurisdiction.** This Agreement will be governed and interpreted by and under the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions. Any disputes arising out of or related to this Agreement or performance hereof, shall be exclusively brought in the federal or state courts in the Commonwealth of Massachusetts and the parties waive any objections related thereto.
- 11.6. **Notices.** All notices shall be effective upon (i) receipt by the party to which notice is given, (ii) the first day following sending by electronic mail, or (iii) on the third (3rd) day following mailing, whichever occurs first. All notices to Quickbase in connection with this Agreement shall be sent to the attention of the Quickbase Certification Program at university@quickbase.com with a copy to its legal department, at: (i) legal@quickbase.com or (ii) 290 Congress Street, Boston, MA 02210. All notices to You in connection with this Agreement will be sent to You at the most recent email address provided by You. It is Your responsibility to keep Your contact address (email) information with Quickbase updated.
- 11.7. **Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.