OPENSTACK FOUNDATION
CERTIFICATION AND CONFIDENTIALITY AGREEMENT

This OpenStack Foundation Certification and Confidentiality Agreement (the "Agreement") is entered into between you and the OpenStack Foundation ("OSF") as of the date of your exam registration (the "Effective Date").

YOU AND OSF AGREE TO THE FOLLOWING:

1 Definitions

1.1 "Certification(s)" means any professional certification programs offered by OSF.

1.2 "Program(s)" means the Certification programs offered by OSF under this Agreement.

1.3 "Exam Proctoring Partner" means the entity engaged by OSF to administer the applicable examination.

1.4 "Mark" means one of the trademarks and logos related to OSF Certification of the form "Certified OpenStack _____", such as "Certified OpenStack Administrator".

1.5 "Examination" or "Exams" means a test provided by the OpenStack Foundation, possibly through an Exam Proctoring Partner, which is used to determine whether to issue Certification(s).

2. Confidentiality and Intellectual Property Ownership

2.1 Confidentiality
OSF makes exams available to you solely to test your knowledge of the exam subject matter for which you seek Certification. 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 segments or questions, or any communication, including oral communication, regarding or related to the exam (known collectively as "Confidential Information"), in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose. Confidential Information includes the contents of the exam, which may not be disclosed as set forth above, including to any OSF employee not affiliated with the OSF Certification Program. A disclosure of Confidential Information by any means in violation of this Agreement undermines the integrity and security of the Program. Information relating to current or future versions of the OpenStack cloud operating system components, or other materials which are made available under an open source license, is not considered Confidential Information under this Agreement.

2.2 Intellectual Property Ownership

Examination Materials are the proprietary, confidential and copyrighted materials of OSF (except open source code incorporated therein, which may have other copyright holders and is used pursuant to the applicable open source license). Violators of copyright law are subject to injunctions, civil liability, forfeiture of profits, punitive damages and other legal sanctions. OSF will take appropriate legal action against you to protect OSF's rights if you breach the provisions of this Section.

3. Certification

3.1 Certification Requirements

Certification is based upon a candidate meeting the minimum requirements of the Program, including achieving passing scores on required examinations in accordance with OSF's testing guidelines. If you meet these requirements you will receive a certificate from OSF signifying your accomplishment. Program requirements for Certification and Certification renewal are available on the OSF website at http://www.openstack.org/coa.

Certification is only available for natural persons, not corporations or other legal entities. Should the candidate misuse any certificate or Marks associated with any of the Certification schemes, appropriate action will be taken to resolve the case and prevent recurrence. Serious and/or continuous misuse will give rise to Certifications being withdrawn and legal action being taken as appropriate. (Use of Marks is defined in Section 3.6.)

3.2 Certification Period

Certifications expire 36 months from the date that the Program certification requirements are met by a candidate. Candidates must meet Certification renewal requirements prior to the expiration date of their certification in order to maintain active certification. If certification renewal requirements are not met before the expiration date, Certification will be revoked and this Agreement will be terminated, subject to the provisions of Section 12.3.

3.3 Program Changes

OSF may, in its sole discretion, change the Program without notice. Such changes may include, without limitation, adding or deleting available Certifications and modifying Certification requirements, testing objectives, outlines, recommended training courses, and exams. It is your responsibility to keep informed of any such modifications and if applicable, to complete new requirements for maintaining and/or renewing Certification. If any OSF Certification requirements are modified, this Agreement and your OSF Certification may be terminated by OSF without further notice, unless you adhere to any applicable OSF Certification requirements.

3.4 Certification Revocation

OSF will revoke Certification if you fail to comply with Certification renewal requirements. In addition, OSF may, in its sole discretion, revoke any and all

Certifications you may have earned, and permanently ban you from earning future Certifications, under any of the following circumstances:

- If you threaten to harm, bully or in any way harass any OSF or Exam Proctoring Partner employee or contractor (whether verbally or in writing, including through electronic communications or external web postings);
- If you breach the terms and conditions of this Agreement;
- If OSF determines, in its sole discretion pursuant to Section 6, that you have undertaken or participated in Exam Misconduct as defined in Section 4.3 or violated the Professional Code of Conduct as defined in Section 5;
- If you have been convicted of a crime that OSF deems, in its sole discretion, in any way harms or affects OSF's or the Program's reputation, goodwill or security; or
- If you have lost or settled a civil case in which OSF is the plaintiff and the claim arose from any alleged damage to OSF, its brand, goodwill or reputation.

3.5 Certification of Minors

If you are under the age of 13 years old, you are not eligible for testing or Certification. OSF reserves the right to impose additional restrictions to comply with local data protection laws.

3.6 Use Of "Certified OpenStack" Trademark(s)

If you successfully pass an Exam and receive written indication from OSF that you may use the Mark corresponding to the Exam, then OSF grants you a nonexclusive revocable license to use that Mark for the purpose of indicating that you have achieved the Certification. This license will terminate immediately upon a material breach of this Agreement, upon termination of this Agreement, or if OSF notifies you of a violation of the rules in this section regarding your use of the Mark and within seven days, in the sole discretion of OSF, such violation of the rules is not corrected. The rules are:

- You shall not use the Mark for any purpose other than to indicate your status as having been Certified
- The only person to use the mark will be You; You will not allow its use of any other person or legal entity on your behalf.
- You agree that your use of the Mark may be terminated at any time if, in the sole discretion of OSF, OSF determines that you are in breach of this agreement.
- You agree to only use the Mark in the form provided to you by OSF, and not to modify the color, text, proportions or other aspects of the Mark except for the size, which may be adjusted in even proportion.
- You agree not to take any action that might injure the brand image and/or goodwill embodied in the Mark, or in any other marks owned or licensed by OSF, including without limitation the "OpenStack" or "OpenStack Foundation" trademarks.

- You agree not to make partial or entire use of the Mark as part of your own name or business name, and will not combine the Mark with any other of your marks or logos.
- You agree that all right, title, and interest in the Mark shall remain with OSF. You agree not to challenge the ownership or any other rights of OSF in the Mark, or other marks licensed or owned by OSF, including without limitation "OpenStack" and "OpenStack Foundation."
- You will not file in any application or registration for any trademark that is similar or identical to the Mark or to any other marks owned by OSF.

4. Examinations

4.1 Candidate ID and Consent to Photo, Video and Audio Recording
Candidates are required to provide government-issued photo identification containing their photo and their full name in the Latin alphabet before the Exam can be launched. Acceptable forms of photo ID include current, non-expired: passport, government issued driver's license/permit, national identity card, state- or province-issued identity card, or other form of government issued identification. If acceptable proof of identification is not provided to the exam proctor prior to the exam, entry to the exam will be refused. Candidates who are refused entry due to lack of sufficient ID will not be eligible for a refund or rescheduling.

Candidates must consent to having their photo taken and may be required to scan their government issued identification for the Exam Proctoring Partner. These will be used for identity verification only and are not retained for any other purpose.

In addition, live audio and video of a candidate's testing session will be streamed to a remote proctor and may be stored for future reference. Recordings are stored for no more than 90 days. The recordings are only accessed by authorized program or exam proctoring partner staff and only in the event of reported irregularities with an exam session.

4.2 Exam Rules and Policies
Candidates must start their exam no later than 15 minutes after the scheduled start time. If a candidate does not start their exam within 15 minutes of the scheduled start time, they will be automatically marked as a no-show and no refund or rescheduling will be allowed.

Candidates must also comply with the following rules and policies during the Exam, and the Proctor cannot release the Exam until the Candidate has indicated that they have read, understood and accept these rules and policies:

Testing Location Policy
- Room must be quiet, private and well lit
- Bright lights or windows should not be positioned behind the Candidate
- Testing from public spaces such as coffee shops, stores, etc. is not allowed

- No one other than the Candidate can be present in the room
- Desk must be clear of all notes and electronics

Rules During Exam
- Candidate should review the Exam content instructions that are presented in the command line terminal; Candidate can also type "man lf_exam" in the command line to view instructions again at any time during the Exam
- Candidate is not allowed to communicate with anyone other than the Proctor during the Exam
- Candidate is not allowed to leave their desk or step out of view of the webcam, unless they have been granted specific permission by the Proctor
- Candidate is not allowed to eat, drink, or chew gum
- Candidate is not allowed to wear any electronic device in their ears, on their face or on their body*
- Candidate is not allowed to navigate away from the Exam console screen
- Candidate is not allowed to have other applications or browser tabs/windows running except the one on which the Exam is being shown
- Candidate is not allowed to look away from their Exam console screen for extended periods of time
- Candidate must refrain from making excessive and/or repetitive noise
- Candidate is not allowed to write or enter input on anything (whether paper, electronic device, etc.) outside of the Exam console screen.
- Candidates must comply with any requests from the Proctor. If Candidate fails to comply, the Exam will be terminated

*unless medically necessary

Policy on Warnings and Exam Terminations
- Certain kinds of violations will result in a warning from the Proctor, while certain other violations result in IMMEDIATE TERMINATION OF THE EXAM WITHOUT WARNING.
- If a warning is issued by the Proctor, the Exam will be paused until the Candidate is able to amend or resolve the observed violation.
- If a Candidate is found to be in violation of the same rule more than twice or is found to be in violation more than four times on any combination of rules, the Exam will be terminated immediately.
- The following actions result in IMMEDIATE TERMINATION OF THE EXAM WITHOUT WARNING:
  - Candidate refuses to comply with a Proctor request
  - Candidate is observed to be copying Exam content, whether with software, external device(s), manual transcription, or other means
  - Candidate steps out of view of the webcam for extended amount of time without the Proctor's permission
  - Someone other than the Candidate is observed to complete or assist with any part of the Exam

o   A discrepancy exists between the input on a Candidate's screen and the Candidate's observed activity

Policy on Tools and Resources During Exam

The following tools and resources are allowed during the exam as long as they are used by Candidate to work independently on exam objectives (i.e. not used for 3rd party assistance or research) and are accessed from within the Linux server terminal on which the exam is delivered (resources that cannot be accessed from within the terminal are not allowed):

- Man pages
- Documents installed by the distribution (i.e. /usr/share/doc/)
- Packages that are part of the distribution repo (may be installed by Candidate if not available by default)

The following resources are forbidden during the Exam:

- External web pages
- Text-based email clients
- Browsing the Internet using installed tools such as Vim or Emacs
- Communications with other candidates or outside resources
- Notes
- Documentation
- Notepads
- Course manuals
- Devices external to computer on which they are taking the exam, including but not limited to: mobile phones, PDAs, wearable computers, smart glasses, smart watches

4.3 Exam Misconduct Policy

Candidates engaging in Exam Misconduct, as defined below, will not be allowed to complete the Exam or receive an exam result. Such candidates will also be barred from taking any other OSF Certification Exam and if applicable, will have any active OSF Certification(s) withdrawn. Refunds will not be given and rescheduling will not be allowed in event of early termination of an exam due to misconduct. Misconduct may, at any time, result in application of the sanctions specified in Section 6. You shall adhere to all Program rules and shall not engage in any action to subvert, or attempt to subvert, the examination process ("Exam Misconduct") including but not limited to:

- Failing to comply with the Exam Rules and Policies as listed in Section 4.2
- Disseminating actual exam content by any means, including, but not limited to, web postings, formal or informal test preparation or discussion groups, chat rooms, reconstruction through memorization, study guides, or any other method, as well as providing exam content or information to any person not expressly authorized by OSF to receive such content or information (including

but not limited to an OSF employee who is not part of the Certification Program staff)

- Copying or otherwise transferring, modifying, making derivative works of, reverse engineering, decompiling, disassembling, or translating any Exam or any part thereof
- Seeking and/or obtaining unauthorized access to examination materials (this includes using recollections of others of materials from previous administrations of any Exam, a.k.a. braindump material, and/or any unauthorized publication of Exam questions with or without answers)
- Using falsified or altered certificates, score reports, or other documents or electronic media to misrepresent Certification status
- Allowing another person, or an organization in which you are not actively involved, to use your certification credentials to obtain employment or promotions
- Providing falsified information, documentation or statements as a means of a false identity, false address or solicitation of someone to take a test on another's behalf
- Giving, receiving, or obtaining unauthorized assistance during the examination or attempting to do so
- Making notes of any kind during the Exam, whether on paper or via digital means
- Possession of non-authorized items during the Exam
- Accepting or providing improper assistance on your Exam or Exams taken by others
- Removing or attempting to remove Exam material (in any format)
- Intentionally or otherwise repeatedly causing a disturbance of any kind during the Exam
- Tampering with the exam server and its environment or attempting to use it for any function other than taking an OSF Exam
- Modifying and/or altering the results and/or score report for this Exam or any other Exam record
- Violating the Exam retake policy described on the OSF website at www.openstack.org/coa
- Using computer scripts to register for Exams
- Misconduct as determined by Data Forensics as defined in Section 4.4.
- Failing to adhere to any OSF or Exam Proctoring Partner policy, procedure, rule, or instruction
- Otherwise violating the terms of OSF's Certification and Confidentiality Agreement

4.4. Accuracy and Integrity of Examination Process

Upon completion, exams are scored automatically and a score report will be made available within 3 business days. OSF and/or the Exam Proctoring Partner will review your exam record for scoring accuracy, for evidence of possible misconduct, and for response patterns that may suggest that your scores do not represent a valid measure of your knowledge or competence as sampled by the examination

(measurement error). OSF will use statistical analyses of exam data ("Data Forensics") to identify patterns indicative of test fraud including cheating and piracy. OSF reserves the right to invalidate your exam score and certification result if review of your exam record reveals scoring inaccuracies (attributable to OSF or the Exam Proctoring Partner) or response patterns indicative of possible misconduct or measurement error. If OSF determines that an Exam score is invalid due to issues that are beyond the control of the candidate, the candidate will be advised of options to retake the Exam at no charge.

4.5 Special Needs
If candidates have special needs that need to be taken into account in the exam environment, they must notify OSF two weeks in advance so any accommodating measures can be communicated to the Exam Proctoring Partner.

5. Professional Code of Conduct
Candidates, before and after Certification, shall:
- Perform duties with objectivity, due diligence and professional care.
- Access private information on computer systems only when it is necessary in the course of technical duties. Maintain the privacy and confidentiality of information obtained in the course of your activities unless disclosure is required by legal authority. Such information shall not be used for personal benefit or released to inappropriate parties.
- Provide service in your areas of competence, being honest and forthright about any limitations of your experience and education. Maintain competency in your respective fields and agree to undertake only those activities you can reasonably expect to complete with the necessary skills, knowledge and competence.
- Strive to ensure the necessary integrity, reliability, and availability of the systems for which you are responsible.
- Design and maintain each system in a manner consistent with the purpose of the system to the organization.
- Inform appropriate parties of the results of work performed including the disclosure of all significant facts known to you that, if not disclosed, may distort the reporting of the results.
- Not engage in deceptive financial practices such as bribery, double billing, or other improper financial practices.
- Obey all laws governing your work, unless, in exceptional circumstances, such compliance is inconsistent with the public interest.
- Promote no interest adverse to your employer or client, unless a higher ethical concern is being compromised; in that case, inform the employer or another appropriate authority of the ethical concern.
- Avoid entering into conflicting obligations with one client, such as obligations of confidentiality, availability for work, or otherwise, which conflict with obligations to another client.

- Not unlawfully discriminate or knowingly permit unlawful discrimination on the basis of race, national origin, sex, sexual orientation, religion, age or disability in: (1) hiring, promoting, discharging, or otherwise determining the conditions of employment of any person; or (2) accepting or terminating representation of any client.
- Identify, document, and report significant issues of social concern, of which you are aware, in software or related documents, to the employer or the client.
- Ensure that you have no other professional or contractual obligations that are inconsistent with this Code of Conduct.

6. Exam Misconduct and Professional Code of Conduct Violations

If OSF, in its sole discretion, determines that you have engaged in Exam Misconduct (as specified in Section 4.3) or violated the Professional Code of Conduct (as specified in Section 5), you will receive written notice of the violation(s) and sanctions. It will be your sole responsibility to ensure that OSF has your current postal address and email address and any notice by OSFwill be effective upon sending to the last postal address and/or email address you provided to OSF. In determining what sanctions to apply, OSF will consider the circumstances of the violation, including information related to the frequency of violations and their implications on the security of exam content and on the reputation of the Certification Program. Sanction decisions may include, but will not be limited to, cancellation of your exam score, a temporary or permanent ban on future OSF examinations and the cancellation of previously earned OSF Certifications.

7. Appeals

In the event that sanctions are imposed pursuant to Section 6, or your exam score is invalidated pursuant to Section 4.4, you will have thirty (30) calendar days from the date of your notification letter to file an appeal.   If you believe you have valid grounds for an appeal, please contact OSF within the appeals period and submit a Certification Appeals Submission Form as instructed in the notification letter. Incomplete submissions will not be considered nor will requests be received after the thirty (30) calendar day period. If OSF determines that a request for appeal is filed within the allowable time, the submission follows required guidelines for consideration and the original sanction and invalidation decision is upheld by OSF, such appeal and the information submitted by you will be forwarded to the OSF Certification Appeals Committee for consideration. You may expect to receive a written response from OSF within approximately ninety (90) calendar days after the Appeals Committee meets. Decisions rendered by the Appeals Committee are final.

8. Term and Termination

8.1 Term

The Agreement commences when you first accept this Agreement and shall remain in effect until terminated pursuant to its terms.

8.2 Termination for Convenience
Either you or OSF may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other.

8.3 Termination By OSF
OSF may, in its sole discretion, terminate this Agreement at any time if you breach any of the material terms of this Agreement (including, without limitation, the terms set forth under Exam Misconduct in Section 4.3 or Professional Code of Conduct in Section 5), or if you violate or fail to meet any Program requirements.

8.4 Notice of termination
All notices of termination must be made in accordance with the notice requirements set forth in Section 12.6 below. OSF will provide you written notice of termination at your last known address. Termination notices sent by OSF are effective as of the date set forth in the notice. Written notices of termination directed to OSF are effective upon receipt by OSF. OSF, without waiving its right to immediately terminate this Agreement, may provide you with thirty (30) days notice to correct any default if this Agreement is terminated under Section 8.3. If OSF permits such a cure period, your failure to cure any default within the cure period shall automatically cause the termination of this Agreement without further notice.

8.5 Effect of Termination
Upon the termination of this Agreement or OSF's revocation of your Certification, you shall immediately cease to represent yourself as Certified by the OpenStack Foundation.

9. Limitation of Liability
IN NO EVENT WILL OSF'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED AMOUNTS PAID BY YOU PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL OSF BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF OSF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. OSF's LIABILTY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE DOLLAR AMOUNT OF THE PAYMENTS MADE BY YOU TO OSF FOR CERTIFICATIONS.

10. Privacy and Delivery of Certification Information to Third Parties

You acknowledge that your personal information includes, without limitation, your photograph, signature, biometric data or any other personally identifying data collected from you by OSF or its authorized agents, and you agree to allow OSF

and/or its agents to gather and store this information. Your personal information may be shared outside OSF and its authorized third party vendors under the following conditions and you consent to such disclosure by your execution of this Agreement:

i. **Verification of Certification.** OSF often receives requests from third parties, particularly employers, to verify an individual's Certification status. OSF may, but has no obligation to, provide such information about your Certification status to others. OSF provides such information as a courtesy to you, and you agree that OSF has no liability for providing this information.

   In response to verification inquiries that are submitted against a specific Certificate ID number and that include the correct Last Name corresponding to that Certificate, OSF will disclose the candidate name, certification title, and achievement date and status of certification for that Certificate ID.

   I HEREBY AUTHORIZE THE OPENSTACK FOUNDATION ("OSF") TO DISCLOSE MY NAME, CERTIFICATE ID AND TITLE, THE DATE UPON WHICH SUCH ACHIEVEMENT WAS MADE, AND STATUS AS BEING ACTIVE OR INACTIVE, TO ANY PERSON OR ENTITY THAT MAKES A REQUEST TO OSF REGARDING A SPECIFIC CERTIFICATE ID NUMBER, PROVIDED THAT THE REQUEST ALSO INCLUDES THE LAST NAME THAT CORRESPONDS TO THAT CERTIFICATE ID.

ii. **Data Sharing.** OSF may also share personal data provided by the candidate and details of examination scores with a third party, including Exam Proctoring Partners, in order to administer the Exams, to improve the testing program and experience, to facilitate statistical analyses, and to determine if Candidate passed the Exam.

iii. **Limited Disclosure.** OSF may share your information in the following ways: (a) to comply with the law or legal process (such as responding to subpoenas or court orders), (b) to exercise our legal rights or defend against legal claims related to this Agreement, (c) to investigate, prevent, or take action regarding illegal activities, suspected or potential fraud, and brand protection matters (such as use of OSF's trademark without a license), (d) situations involving potential threats to the physical safety of any person.

Candidate Information may be transmitted or otherwise transferred outside of the country or geographic region in which you reside or in which you took any OSF certification examination. You are aware that data protection regulations in other countries, including, without limitation, the United States of America, may not fully correspond with data protection regulations in your region and may provide less effective protection.

11. Assignments

You may not assign any rights, licenses or obligations received under this Agreement to anyone. Any attempted assignment in violation of this Agreement is null and void and without effect.

12. Miscellaneous

12.1 Waiver and Modification
You waive any right to challenge the validity and enforceability of this Agreement on the grounds that it was transmitted and entered into electronically. You agree that entering into the Agreement electronically is equivalent to signing the Agreement. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by both you and OSF.

12.2 Severability
If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.

12.3 Survival
Sections 2 (Confidentiality and Intellectual Property Ownership), 3.4 (Certification Revocation), 4.3 (Exam Misconduct Policy), 6 (Exam Misconduct and Professional Code of Conduct Violations), 8.5 (Effect of Termination), 9 (Limitation of Liability), 10 (Privacy and Delivery of Certification Information to Third Parties), and 12 (Miscellaneous) will survive termination of this Agreement.

12.4 Controlling Law and Jurisdiction
This Agreement will be governed exclusively by the internal laws of the State of Oregon, without reference to: such State's principles of conflicts of law; the 1980 United Nations Conventions on Contracts for the International Sale of Goods; or other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts in Oregon.

12.5 Entire Agreement
This Agreement constitutes the entire agreement between you and OSF with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

12.6 Notices
All notices sent or required to be sent shall be in writing or by e-mail to the other party at the address for the other party set forth below. It shall be your sole responsibility to ensure that OSF has a current address for you.

certificationsupport@linuxfoundation.org
OpenStack Foundation

P.O. Box 1903
Austin, TX 78767

13. Confirmation

By indicating your acceptance of the terms and conditions of this Agreement, you hereby represent to OSF that you: (1) have read and understood the terms of this agreement; and (2) are thirteen years of age or older. Certification is not permitted for candidates under thirteen years old. You acknowledge that OSF is relying upon such representations in granting certification. OSF shall have the right to deny certification should you fail to meet these requirements or in the event otherwise prohibited by law.