

SOASCHOOL.COM™

SOA CERTIFIED PROFESSIONAL (SOACP™) AGREEMENT

This is a legal agreement between you and SOA Systems Inc., doing business as SOASchool.com™ ("SOASchool"), a company incorporated under the laws of British Columbia, with its place of business at 708-1155 West Pender, Vancouver, B.C., Canada, V6E 2P4.

Please read this SOA Certified Professional (SOACP™) Agreement carefully. By clicking on the "I AGREE" option at the end of this Agreement, you agree to be bound by the terms of this Agreement. If you do not accept these terms, you will not be permitted to continue taking this Exam.

The following terms and conditions govern your participation in the SOA Certified Professional (SOACP™) Program, your use of any Certification that you may be granted as a Certified Professional, and your use of any Marks associated therewith.

If SOASchool grants any Certification to you, SOASchool grants such Certification on the following terms and conditions.

1) **Purpose.** SOASchool is in the business of providing services in the field of service-oriented architecture ("SOA") and operating an international training and certification program in SOA known as the SOA Certified Professional (SOACP™) Program (the "Program"). As part of the Program established by SOASchool, SOASchool has established (and from time to time amends) its own certifications in various areas of SOA (the "Certifications"), as set forth in SOASchool's websites, www.soacp.com and www.soaschool.com and www.soacert.com and other Certification-related websites (the "Websites"). SOASchool has also developed examinations relating to each Certification (the "Exams"). Applicants may take the Exams to demonstrate competence in various areas of SOA. SOASchool grants each Certification to Applicants who pass the Exams relating to that Certification. Applicants who pass the Exams relating to a Certification may become authorized to use the Marks pertaining to that Certification. Applicants may obtain one or more Certifications. Obtaining one Certification does not entitle an Applicant to use the Marks pertaining to any other Certification. This Agreement governs the standards for all Certifications and use of all Certifications granted by SOASchool to the Applicant.

2) **Definitions.**

- a) "Agreement" means the terms of this "SOA Certified Professional (SOACP™) Agreement".
- b) "Applicant" means the individual who, in consideration of being allowed to take one or more Exams offered by SOASchool, has accepted the terms of this Agreement.
- c) "Marks" means the SOASchool marks, logos and trade names pertaining to the particular Certification that SOASchool may grant to the Applicant, as set out (and amended from time to time) on the SOASchool Logo and Credential Guidelines, Exam Policies, and other Certification-related guidelines and policies (collectively, the "Guidelines") posted on the Websites, which are incorporated into and form part of this Agreement.

- d) "Authorized Partner" means any organization that has been approved by SOASchool to provide SOASchool authorized courses to students.
- e) "Certified Professional" means an Applicant who has obtained and is maintaining one or more Certifications granted by SOASchool by meeting the requirements established by SOASchool from time to time, including without limitation, passing the Exams relating to the Certifications granted.

3) Confidentiality and Nondisclosure.

- a) In the course of performing this Agreement, SOASchool may provide to the Applicant confidential and proprietary information ("Confidential Information"). Confidential Information includes any information that is:
 - i) marked as confidential at the time of disclosure; or
 - ii) is identified (verbally or in writing) as confidential at the time of disclosure; or
 - iii) the Applicant knows or should know is confidential by its nature; or
 - iv) related to the Exams (including all instructions, format, content, questions and answers) and any other information provided to the Applicant in conjunction with the examination process (the "Examination Materials").
- b) The Applicant shall hold all Confidential Information in strictest confidence and use all such Confidential Information only as necessary to exercise the Applicant's rights granted under this Agreement. The Applicant shall protect all Confidential Information from disclosure to any third-party and prevent the unauthorized use, disclosure, dissemination, or publication of all Confidential Information.
- c) All course or study materials received by the Applicant from SOASchool or any Authorized Partner are provided to the Applicant to enable the Applicant to prepare for the Exams. Such materials are protected by copyright and are not intended for any commercial purposes, except that the Applicant may use such materials for the Applicant's own study and reference (including in the course of the Applicant providing its services to third parties).
- d) Notwithstanding anything to the contrary herein, all Examination Materials shall be deemed proprietary Confidential Information of SOASchool and protected by copyright and trade secret laws, regardless of whether they are marked as such, and are the exclusive intellectual property of SOASchool. The Examination Materials are provided to the Applicant solely for the purpose of the Applicant taking and attempting to pass the Exam in order to obtain the Certification relating to the Exam.
- e) The disclosure of any Examination Materials is strictly prohibited. The Applicant agrees to maintain the confidentiality of the Examination Materials and shall not disclose the Examination Materials to any third party. For further clarity, the Applicant shall not copy, reproduce, photograph, publish, post, transmit or remove from the examination room, or otherwise disclose, or provide for a fee or offer a fee for any portion of the Examination Materials in any form, by any means. The Applicant shall not memorize and subsequently disclose in any manner any Examination Materials or any portion thereof.
- f) Any violation of this Section 0 is subject to copyright laws, civil penalties, punitive damages and all available legal action. If the Applicant fails to comply with any

part of this Section 0, SOASchool may take all appropriate legal action against the Applicant, including terminating this Agreement and any Certification currently held by the Applicant, and SOASchool may further disqualify the Applicant from obtaining any future Certification.

- g) This Agreement imposes no obligation upon the Applicant with respect to information that: (a) is or becomes a matter of public knowledge through no fault of the Applicant; (b) is rightfully received by the Applicant from a third party without a duty of confidentiality; (c) is required to be disclosed by order of court or a regulatory authority, provided the Applicant gives reasonable advance notice to SOASchool and provides SOASchool an opportunity to seek a protective order against disclosure; or (d) is disclosed by the Applicant with SOASchool's prior written approval, but only to the extent of such approved disclosure.
- h) The obligations of this Section 0 are continuing obligations that extend to all Applicants, before and after any Exam, regardless of whether the Applicant passes or fails any Exam. This Section shall survive termination or expiration of this Agreement for any reason.

4) Certification.

- a) In order to obtain and maintain the Applicant's Certification, the Applicant must fulfil the requirements established (and from time to time amended) by SOASchool for that Certification, including without limitation:
 - i) passing the required Exams relating to the Certification;
 - ii) complying with this Agreement;
 - iii) complying with the Guidelines posted on the Websites and amended from time to time, the terms of which are incorporated herein by reference;
 - iv) complying with all continuing requirements, if any, necessary to maintain the Applicant's particular Certification, within the time frame specified by SOASchool, including any requirement to pass further Exams to renew or maintain the Applicant's Certification. The Applicant is responsible for remaining informed of SOASchool's continuing requirements for maintaining the Applicant's Certification, which will be posted on the Websites. If the Applicant does not complete the continuing Certification requirements within the time frame specified by SOASchool, the Applicant's Certification will be terminated without further notice, and all rights pertaining to that Certification (including the right to use the applicable Marks) will terminate);

The Applicant acknowledges that SOASchool may, from time to time, change the Marks, the Guidelines, the Certifications or the requirements for obtaining or maintaining any Certification, and that SOASchool may discontinue granting any Certification in SOASchool's sole discretion.

- b) If an Applicant obtains a Certification while working for one employer, the Applicant may retain the Applicant's Certification if the Applicant leaves the employer and begins working with a new employer, provided that the Applicant continues to meet the requirements set forth in Section 0 with respect to maintaining the Applicant's Certification.
- c) The Applicant shall not transfer the Applicant's Certification to another person.

- d) The Applicant shall not participate or facilitate in any cheating or otherwise compromise the security of any Exam or any of the Examination Materials. For further clarity, the Applicant shall not do, or attempt to do any of the following, without limitation:
 - i) give or receive any unauthorized assistance of any kind related to any Exam, either before, during or after any Exam, and
 - ii) use any aids or materials to answer any Exam question, unless such aids or materials are authorized by SOASchool, and
 - iii) take an Exam for anyone else, and
 - iv) contravene the Exam regulations or instructions of any testing center or cause any disruption at any testing center, and
 - v) remove any Examination Materials from a testing center or otherwise obtain Examination Materials from any source, other than as expressly authorized by SOASchool, and
 - vi) tamper with any testing center operations or the administration of any Exams.

The Applicant acknowledges and agrees that it will not share, sell or otherwise disclose to any third-party any Exam Materials, and violation of the foregoing is a breach of this Agreement.

- e) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, SOASchool MAY REFUSE TO GRANT, CONTINUE, OR RENEW THE APPLICANT'S CERTIFICATION IF SOASchool REASONABLY DETERMINES THAT THE APPLICANT'S CERTIFICATION OR USE OF THE CORRESPONDING MARKS WILL ADVERSELY AFFECT SOASchool. THIS AGREEMENT APPLIES TO ANY AND ALL CERTIFICATIONS OBTAINED BY THE APPLICANT.

- 5) **Teaching.** Applicants who are granted a Certification as an SOA Certified Trainer may make arrangements with an Authorized Partner for the Applicant to teach SOASchool authorized courses for which the Applicant is qualified, under the auspices of an Authorized Partner; provided that such Applicants comply with the standards and qualifications from time to time established by SOASchool and the Authorized Partner relating to the instruction of SOASchool authorized courses.
- 6) **Conduct of Business.** In the conduct of its business, the Applicant shall (i) exercise its best independent business judgment in rendering services to the Applicant's customers; (ii) avoid deceptive, misleading, or unethical practices which are or might be detrimental to SOASchool or its reputation; (iii) refrain from making any representations, warranties, or guarantees to anyone on behalf of SOASchool; (iv) conduct its business in a manner that does not adversely affect SOASchool's reputation or goodwill; (v) comply with all applicable laws. Without limiting the foregoing, the Applicant agrees to not misrepresent the Applicant's Certification or the Applicant's level of skill and knowledge related thereto.
- 7) **Standard of Quality.** The Applicant acknowledges that it is of fundamental importance to SOASchool that the services provided by the Applicant as a Certified Professional be of the highest quality and integrity. Therefore, SOASchool will in its sole discretion determine whether the conduct of any Applicant and any services provided by an Applicant as a Certified Professional meet SOASchool's standards. If SOASchool determines that the Applicant is not meeting acceptable levels of quality and/or integrity in its conduct or services, SOASchool will advise the Applicant and

provide the Applicant an opportunity to correct the situation, provided that if the situation is critical in nature (as determined by SOASchool) or if the Applicant does not correct the situation promptly, then SOASchool may immediately terminate this Agreement and all rights of the Applicant as a Certified Professional, including any rights hereunder with respect to the use of the Marks.

8) Use of Marks. Subject to the Applicant's compliance with the terms and conditions of this Agreement, upon the Applicant passing the Exams relating to a Certification, SOASchool grants to the Applicant a non-exclusive, non-sublicensable, personal and non-transferable limited license to use the Marks relating to that Certification; PROVIDED THAT the Applicant uses the Marks only in accordance with the terms and conditions of this Agreement and the Guidelines, including the following terms and conditions:

- a) the Applicant must meet any ongoing requirements established by SOASchool required to maintain that Certification;
- b) the Applicant acknowledges SOASchool's sole ownership of the Marks and that nothing in this Agreement, or in the Applicant providing services and using the Marks as a Certified Professional, or that might otherwise be implied by law, shall operate to give the Applicant any right, title or interest in the Marks, other than the authorization specifically granted herein;
- c) the Applicant shall only use the Marks relating to the Certifications obtained and maintained by the Applicant, and the Applicant may only use such Marks in connection with promoting and providing the Applicant's services which correspond to the Applicant's Certification and the Applicant shall not use the Marks for any purposes that are not directly related to the Applicant's promotion and provision of services corresponding to the Applicant's particular Certification;
- d) if SOASchool determines that the Applicant is misusing any Marks, the Applicant shall, upon SOASchool's request, stop or change the Applicant's use of the Marks in order to comply with this Agreement and the Guidelines.
- e) the Applicant acknowledges and agrees that any goodwill and the benefit of the Applicant's use of any Marks enures to the benefit of SOASchool;
- f) the Applicant shall employ best efforts to use the Marks in a manner that does not derogate from SOASchool's rights in the Marks, and shall take no action that may interfere with or diminish SOASchool's rights in and to the Marks, either during the term of this Agreement or afterwards. For further clarity, the Applicant shall not use or register any mark that is confusingly similar to any of the Marks and the Applicant shall not assert any claims or rights to the Marks, except with respect to the Applicant's right to use the Marks pursuant to terms of this Agreement;
- g) the Applicant agrees to immediately cease all use of the Marks upon the expiration or termination of this Agreement;
- h) the Applicant acknowledges and agrees that irreparable damage to SOASchool would occur if the Applicant breaches any provision of this Agreement relating to the proper use of the Marks and that monetary damages may not be a sufficient remedy for such a breach. Accordingly, the Applicant agrees that, in addition to any other remedy to which SOASchool may be entitled at law or in equity,

SOASchool will be entitled to injunctive relief ordering the Applicant to cease and discontinue the unauthorized use of the Marks;

- i) the Applicant acknowledges that SOASchool does not guarantee, warrant or offer any trade-mark protection to the Applicant with respect to the Marks. SOASchool shall not be obligated, liable, or in any way responsible to the Applicant because of any alleged or actual violations of trade-marks or copyrights, arising from or in connection with the use of the Marks covered by this Agreement; and
- j) all rights relating to the Marks not expressly granted herein are reserved by SOASchool. Nothing in this Agreement authorizes the Applicant to use any of SOASchool's trademarks, service marks, or logos except as expressly specified in this Agreement and the Guidelines published on the Websites;

The provisions of this Section 0 shall survive any termination of this Agreement.

9) Term and Termination.

- a) *Term.* This Agreement will commence immediately upon the Applicant's acceptance of the terms and conditions of this Agreement prior to taking an Exam. This Agreement will remain in effect so long as the Applicant is using or claiming any rights associated with any Certification. If the Applicant obtains any further Certifications, the provisions of this Agreement specific to those new Certification(s) will also apply to the Applicant.
- b) *Termination by Either Party.* Either party may terminate this Agreement without cause by giving at least thirty (30) days prior written notice to the other party.
- c) *Termination by SOASchool.* Without prejudice to any other rights it may have under this Agreement, in law, equity, or otherwise, SOASchool may immediately terminate this Agreement (including any Certifications relating thereto) upon the occurrence of any one or more of the following events ("Default"):
 - i) if the Applicant fails to perform any of the Applicant's obligations under this Agreement or the Guidelines, or if the Applicant makes any material misrepresentations to SOASchool;
 - ii) if the Applicant fails to fulfil any of the ongoing requirements established by SOASchool for maintaining the Applicant's Certifications;
 - iii) if any government agency or court finds that any services as provided by the Applicant are defective or improper in any way, manner or form; or
 - iv) if actual or potential adverse publicity or other information, emanating from a third party or parties, about the Applicant, the services provided by the Applicant, or the use of the Marks by the Applicant causes SOASchool, in its sole judgment, to believe that SOASchool's reputation will be adversely affected.

In the event of a Default, SOASchool will give the Applicant written notice of termination of this Agreement.

- d) *Effect of Termination.* Upon termination of this Agreement for any reason, the Applicant will immediately (i) cease all display, advertising, and other use of the Marks and (ii) cease all representations that it currently holds any Certification. Upon termination, all rights granted under this Agreement will immediately and automatically revert to SOASchool. If the Applicant does not comply with this

Section 0, the Applicant shall be responsible for all expenses that SOASchool incurs in enforcing this Section 0.

10) Indemnification. The Applicant agrees to indemnify and hold SOASchool and its employees, officers and directors, harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits made against SOASchool (i) by reason of the Applicant's performance or non-performance under this Agreement; (ii) arising out of the Applicant's use of the Marks; and/or (iii) for any personal injury, product liability, or other claim arising from the promotion and/or provision of any products or services by the Applicant. The Applicant further releases SOASchool from any claim or liability arising directly or indirectly out the administration or grading of any Exam and the Applicant shall not make any claim against SOASchool or any Authorized Partner with respect to the fairness or accuracy of any Exam or the administration or grading thereof. If SOASchool seeks indemnification under this Section, SOASchool will notify the Applicant in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. In no event may the Applicant enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind, SOASchool in any manner, without the prior written consent of SOASchool. This Section shall survive termination or expiration of this Agreement for any reason.

11) Disclaimer of Warranties. SOASchool (and its Authorized Partners) make, and the Applicant receives, no warranties or conditions of any kind, express, implied or statutory, related to the Program, any Certification, any Exam, or this Agreement. SOASchool (and its Authorized Partners) specifically disclaim any implied warranty of merchantability, fitness for a particular purpose and non-infringement of any third party rights. SOASchool (and its Authorized Partners) specifically disclaim any implied warranty that any Certification ensures that the Applicant will qualify for any particular employment. The Applicant acknowledges and agrees that SOASchool has made no representation, warranty, or guarantee as to the benefits, if any, to be received by the Applicant from third parties as a result of receiving any Certification. This Section shall survive termination or expiration of this Agreement for any reason.

12) Limitation of Liabilities. In no event shall SOASchool be liable to the Applicant or any other party (including without limitation, the Applicant's clients or employers) for any indirect, consequential, incidental or special damages (including damages for loss of profits, revenue, data, or use) arising from or related to:

- i) to the Program;
- ii) any Certification, or the Applicant's inability to obtain any Certification;
- iii) any Exam, or the Applicant's inability to pass any Exam;
- iv) this Agreement, or the termination of this Agreement or the cancellation of any Certification,

whether such damages are incurred by the Applicant or any other person, whether in an action in contract or tort, even if SOASchool has been advised of the possibility of such damages. In any event, SOASchool's maximum liability for any such damages shall not exceed the amount of Exam fees actually paid to SOASchool by the Applicant. Some jurisdictions do not allow limitations of the liability so some of these limitations may not apply; however, they apply to the greatest extent permitted by law. This Section shall survive termination or expiration of this Agreement for any reason.

13) Retake Examination Policy. The Applicant may retake an Exam only in accordance with SOASchool's Exam Policies, as amended from time to time, which are incorporated herein by reference and posted as part of the Guidelines on the Websites.

14) Certification Information.

- a) The Applicant agrees to ensure that SOASchool has a current mailing address and email address for the Applicant and will promptly notify SOASchool of any changes to such information.
- b) The Applicant hereby grants SOASchool (all references to SOASchool herein include reference to SOASchool's licensees, successors, and assigns) the right to publish and release the Applicant's name, the state/province and country of residence, and past and present Certifications under the Program (collectively "Certification Information") in print and electronic and Web-based versions of a worldwide directory of SOA Certified Professionals. The Applicant may choose to have his/her Certification Information excluded from this directory by providing written notice to SOASchool.
- c) The Certification Information provided to SOASchool will not be considered confidential or proprietary and will not be subject to any confidentiality obligations and SOASchool may disclose, use or publish any Certification Information for any purpose. The Applicant acknowledges that privacy protection regulations in other countries may not fully correspond with privacy protection regulations in the Applicant's country of residence and may provide less protection.
- d) The Applicant releases SOASchool, its subsidiaries and affiliates and their employees, successors, and assigns from any claims of damages for libel, slander, invasion of rights of privacy or publicity, and any other claim based on the publication, release or accuracy of any Certification Information as specified in this Agreement or as published by SOASchool. This Release shall be binding upon the Applicant and the Applicant's heirs, legal representatives, and assigns.

15) Notices. All notices to be sent to SOASchool pursuant to this Agreement must be sent by prepaid courier or registered mail and be addressed to SOASchool at SOASchool's address first set forth above, and such notices shall be deemed received five days after being couriered or mailed. All notices to be sent to the Applicant pursuant to this Agreement must be sent by mail or email to the Applicant at the Applicant's address or email address provided to SOASchool, and such notices shall be deemed received five days after being mailed or emailed.

16) Violations and Sanctions. If it is determined that an Applicant has violated any terms of this Agreement, SOASchool will provide the Applicant written notice of such violation and any applicable sanctions. SOASchool reserves the right to impose sanctions for violations of any terms of this Agreement, in SOASchool's discretion, including but not limited to, withholding Certifications, retaining Exam fees, terminating previously obtained Certifications, and permanently banning an Application from registering for or taking any further Exams.

17) Exam Fees Non-Refundable. All Exam fees are non-refundable.

18) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia, Canada. Each of the parties irrevocably consents to the exclusive jurisdiction of the federal and provincial courts

located in British Columbia, Canada, as applicable, for any matter arising out of or relating to this Agreement.

- 19) No Waiver.** No waiver of any breach of any provision of this Agreement by either party on one occasion shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 20) Severability.** Should any part of this Agreement be declared or held to be invalid for any reason, the invalidity shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion and it is hereby declared the intention of the parties that this Agreement would have been executed without reference to any portion that may, for any reason, be hereafter declared or held invalid.
- 21) No Assignment.** The Applicant shall not assign, transfer, or sublicense this Agreement, or any right granted under this Agreement, in any manner. Any attempted assignment, transfer, or sublicense, by operation of law or otherwise, shall be null and void.
- 22) Relationship Between Parties.** The Applicant acknowledges and agrees that the Applicant and SOASchool are independent contractors and that the Applicant will not represent itself as an agent or legal representative of SOASchool. Neither this Agreement, nor any terms or conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship between SOASchool and the Applicant, or as SOASchool granting a franchise. The Applicant shall not advertise, promote, or suggest in any manner that the services being provided to customers in connection with the Applicant's Certification obtained hereunder, are provided by, sponsored by, or associated with SOASchool, or that the Applicant is employed by, affiliated with, or sponsored by SOASchool, except to the extent that SOASchool has granted the Applicant the Certification then held by the Applicant.
- 23) Entire Agreement.** This Agreement and all documents incorporated herein by reference constitute the entire agreement between the parties and supersede all prior communications, representations and agreement, whether verbal or written, between the parties with respect to the subject matter hereof.
- 24) Modification.** This Agreement will not be supplemented or modified by any course of dealing or usage of trade. SOASchool reserves the right to revise the terms of this Agreement from time to time upon notice to the Applicant. In the event of such a revision to this Agreement, the Applicant's signing or otherwise manifesting assent to a new agreement may be a condition of continued Certification.
- 25) Compliance with Laws.** The Applicant agrees to comply, at the Applicant's own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department, or agency which apply to or result from the Applicant's rights and obligations under this Agreement.
- 26) Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and, except as otherwise provided herein or as would be inconsistent with the provisions hereof, their respective heirs, executors, administrators, successors and permitted assigns.