



**SALESFORCE CREDENTIAL AND CERTIFICATION PROGRAM AGREEMENT  
TERMS, CONDITIONS AND DISCLAIMERS  
(Version Date: December 21, 2017)**

This salesforce.com, inc. Credential and Certification Program Agreement (“Agreement”) is entered into between salesforce.com, inc. (“SFDC”) and you, as an individual Credential Program Candidate (“You,” “Your,” or “Candidate”), and sets forth the terms and conditions that govern your participation in the Salesforce Credential Program (“Program”).

IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT OR DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN, DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY SELECTING “AGREE” OR OTHERWISE INDICATING YOUR AGREEMENT, YOU ARE CONSENTING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS AN INDIVIDUAL Credential PROGRAM CANDIDATE.

THE RIGHTS GRANTED TO YOU UNDER THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL YOU HAVE SUCCESSFULLY PASSED A SALESFORCE.COM Credential EXAM.

1. **Credential.** Upon Your agreement to these terms, conditions and disclaimers, completion and verification of any pre-requisite requirements and the beginning of a Credential Exam or exercise (“Exam”), You will be granted access to the Exam for purposes of testing Your knowledge of a specific Salesforce product and qualifying for the applicable SFDC product Credential. As used in this Agreement, “Credential” means any Salesforce certification or designation, including without limitation Superbadge, Masterbadge, or other similar designation that is obtained via the Salesforce Credential Program or other similar Salesforce Certification Program.
2. **Proprietary and Confidential Information.** You agree that the Exam and all content related to the Exam is SFDC confidential and proprietary information (“Confidential Information”). You are prohibited from disclosing, copying or publishing Confidential Information, and You shall not use any Confidential Information for any purpose outside the scope of this Agreement. Your confidentiality obligations shall survive the termination of this Agreement.

3. 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 information will be used to process your Credential, and for the purposes of facilitating and administering the Program and your participation thereto. You acknowledge and agree that your personal information may be shared internally within SFDC, with your employer (if not SFDC), 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 by going to [www.webassessor.com/salesforce](http://www.webassessor.com/salesforce) or another website designated by SFDC from time to time and updating your profile information. Please refer to the Salesforce Privacy Policy posted on our website [www.salesforce.com](http://www.salesforce.com) for more information.

4. Credential Designation: Upon successful completion of the Exam, and subject to the terms of the Agreement, SFDC grants You a personal, non-exclusive, non-transferable, revocable license to use the applicable Salesforce Credential designation and associated logo (“Credential Designation”) for the sole purpose to indicate that You meet the criteria for the applicable Credential Designation. You may not use the Credential Designation in any way that: i) may be construed to establish an affiliation between SFDC and any third parties other than You; or ii) negatively impacts SFDC’s reputation or goodwill. SFDC retains all rights, title and interests in the Credential Designation. Nothing herein shall be construed to grant any other rights to You.

By using the Credential Designation, You acknowledge that SFDC is the exclusive owner of all right, title and interest in the Credential Designation, that You shall take no action inconsistent with SFDC’s ownership of the Credential Designation, and that Your use shall comply with SFDC’s current Trademark and Copyright Usage Guidelines ([https://secure2.sfdcstatic.com/assets/pdf/misc/salesforce\\_Trademark\\_Usage\\_Guidelines.pdf](https://secure2.sfdcstatic.com/assets/pdf/misc/salesforce_Trademark_Usage_Guidelines.pdf)), Partner Branding Guidelines ([https://secure2.sfdcstatic.com/assets/pdf/misc/Partner\\_Branding\\_Guidelines\\_SFDC.pdf](https://secure2.sfdcstatic.com/assets/pdf/misc/Partner_Branding_Guidelines_SFDC.pdf)), and any other guidelines that SFDC may provide, all of which are incorporated by reference (“Guidelines”). SFDC may change the Credential Designation and Guidelines and locations of same at any time and You agree to comply with any such changes or requests by SFDC.

Other than as expressly allowed under this Agreement, You agree a) to use the Credential Designation in a manner that is consistent with industry standards and will provide samples of use if requested by SFDC; b) not to modify the Credential Designation in any way, and c) not to use, register or seek to register any mark, name (including but not limited to company and product name), taglines, social media handles, advertising keywords, or any other source-identifying designation that consists of or incorporates the Credential Designation or any of

SFDC's trademarks ("SFDC Marks"), including but not limited to the FORCE mark, in any format, or is otherwise confusingly similar to SFDC Marks.

You acknowledge that Your Credential Designation will not be considered current unless You have successfully completed (i.e. received the minimum passing score on) both (i) the applicable initial Credential exam, and (ii) any subsequent SFDC release-specific Exams required for Your original Credential Designation. You may be required to pay an additional recurring fee to register for release-specific Exams after the initial two Exams.

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 SFDC 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.

5. Disclosure of Your Credential Designation and Information Related Thereto. From time to time, third parties may contact SFDC in order to verify your Credential Designation status, and You hereby authorize SFDC to disclose information regarding your Credential Designation status to such third parties seeking verification. Further, you acknowledge that SFDC may provide third parties access to information regarding your Credential Designation via a publicly available online search tool that is searchable using your personal information, such as, your first and last name and/or your email address.

SFDC 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 SFDC Credential Program and the SFDC Partner Program, including Your participation therein or involvement thereto. Without limiting the foregoing, SFDC 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 or the SFDC Credential Partner 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.

Some of SFDC's partner programs require that partners employ a minimum number of SFDC certified personnel. For this reason, the revocation of any Credential Designation may result in loss of partner benefits to that partner. If SFDC revokes your Credential Designation, SFDC has the right to notify its partners, whether your employer or the entity to which you are providing services, and respond to any inquiry by such partners, whether your employer or such entity, about changes in the status of your Credential Designation.

6. Term and Termination. The term of this Agreement shall commence upon Your acceptance of these terms and conditions and shall continue until terminated as provided herein.

SFDC may terminate this Agreement with or without cause upon thirty (30) days written notice to You. SFDC may, in its sole discretion, terminate this Agreement at any time and revoke your Credential Designation if SFDC determines that You: 1) assisted, or used assistance from others or any unauthorized sources in completing the Credential Exam; 2) circumvented, or attempted to circumvent SFDC program procedures or security mechanisms, or 3) breached the terms of this Agreement. Upon termination of the Agreement, Your rights to use the Credential Designation shall cease immediately, which requires that You immediately remove the Credential Designation from all electronic and hard copy materials, including but not limited to websites, social media sites/accounts, blogs, email signatures, resumes, and business cards. In the case of hard copy materials, any unused materials must be destroyed in ten (10) days of termination.

7. Indemnification. You agree to indemnify, defend and hold SFDC and its officers, directors, affiliates, employees and representatives harmless from and against any all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, arising out of, relating to, or caused directly by Your negligent act or omissions in regards to Your use of the Credential Designation, or breach of Your obligations under this Agreement.

8. Warranties. SFDC MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Limitation of Liability. IN NO EVENT SHALL SFDC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES PAID TO SFDC, IF ANY, TO PARTICIPATE IN THE Credential PROGRAM. IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. No partnership, agency or joint enterprise. You acknowledge nothing herein shall be construed as creating a partnership, agency or any form of joint enterprise based on this Agreement or Your authorized use of the Credential Designation.

11. Assignment. You acknowledge that the rights and obligations hereunder, including any rights to use the SFDC Logo in connection with the Credential Designation, in whole or in part, are personal and may not be assigned by You to any third party. Any attempted assignment will be null and void and shall constitute a breach of this Agreement. No modification of these terms and conditions or waiver of rights will be effective unless agreed in writing by the party to be

charged. Waiver of any breach or default will not constitute waiver or any other right under these terms or conditions or any subsequent breach or default.

12. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. The state and federal courts located in San Francisco County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement

13. Remedies. It is expressly agreed that a material breach of this Agreement by You may cause irreparable harm and a remedy at law may be inadequate. In addition to any and all remedies available at law, SFDC will be entitled to injunctive relief or other equitable remedies in the event of a threatened or actual violation of any of the provisions of this Agreement.

14. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to SFDC shall be addressed to the attention of its Director, Salesforce.com Credential with a copy to its General Counsel, at salesforce.com, inc., The Landmark at One Market, Suite 300, San Francisco, California 94105 or as updated by SFDC via written notice to You.

15. General. SFDC reserves the right to modify the Program, requirements for Credential, Superbadges, other Credential formats, and/or Exams at any time, without notice.

This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the Program.