

Certification Program Candidate Terms

PLEASE READ THESE CERTIFICATION PROGRAM DRIVENETS CANDIDATE TERMS (“**AGREEMENT**”) BEFORE PROCEEDING WITH THE DRIVENETS EXAM AND CERTIFICATION PROCESS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND DRIVENETS LTD. (“**DriveNets**”). BY CLICKING THE “I ACCEPT” BUTTON OR BY USING DRIVENETS’ ONLINE PORTAL (“**Platform**”) AND/OR PARTICIPATING IN THE CERTIFICATION PROGRAM (THE DATE OF SUCH OCCURRENCE BEING THE “**Effective Date**”), YOU HEREBY AGREE THAT THE FOLLOWING TERMS AND CONDITIONS IN THIS AGREEMENT SHALL GOVERN YOUR USE OF THE PLATFORM AND PARTICIPATION IN DRIVENETS’ CERTIFICATION PROGRAM (“**Certification Program**”). YOU ACKNOWLEDGE THIS AGREEMENT AND REPRESENT THAT YOU HAVE FULLY READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THE FOLLOWING: (A) THIS AGREEMENT; AND (B) OTHER SUPPLEMENTAL TERMS AND POLICIES THAT THIS AGREEMENT EXPRESSLY INCORPORATES BY REFERENCE, AND WHICH ARE THEREBY MADE A PART OF THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN DO NOT CLICK THE “I ACCEPT” BUTTON AND DO NOT USE THE PLATFORM AND/OR PARTICIPATE IN THE CERTIFICATION PROGRAM.

The language of this Agreement and all attachments or amendments to this Agreement, contract interpretations, notices and dispute resolutions is hereby expressly agreed to be the English language. By entering into the Agreement, you hereby irrevocably and unconditionally waives any law applicable to you requiring that the Agreement be localized to meet your language or requiring an original (non-electronic) signature or delivery or retention of non-electronic records.

DriveNets and you acknowledge that, notwithstanding you clicking the “I Accept” button, the terms and conditions of this Agreement shall not apply, and shall not bind either DriveNets or you, if DriveNets (or a DriveNets affiliate) and you have entered into a separate, non-electronic agreement for the Certification Program.

The Certification Program is a technical certification program related to DriveNets’ products and solutions.

1. Definitions

- 1.1. “**Designation**” shall mean any one of the titles established by the Certification Program which you may become qualified to use by successfully passing all required Certification Program exams and complying with all other Requirements for the Course associated with that title.
- 1.2. “**Logo**” shall mean any one of the Certification Program logos established by DriveNets which you may become qualified to use by successfully passing all required Certification Program tests and complying with all other Requirements for the Course associated with such logos.
- 1.3. “**Course**” shall mean any one of the types of certification established by DriveNets under the Certification Program. Such Course can be off-site and/or on-site, as shall be determined by DriveNets’ sole discretion.
- 1.4. “**Requirements**” shall mean any one of those sets of Certification Program requirements established by DriveNets that an individual must meet initially to achieve Certification Program certified status and must continue to meet to maintain designated status for the associated Certification Program Course.

- 1.5. “**Services**” shall mean certification services and ancillary services relating to the certification of Courses, including but not limited to, technical skills growth services.

2. Certification Process

Each Course has an associated set of Requirements. To achieve DriveNets’ certification for a Course, you must have: (a) accepted this Agreement; and (b) received from the Certification Program office an acknowledgement that you have successfully passed all required exams and met all other Requirements for that Course. You agree that DriveNets shall be entitled to require that you pass new, different or revised tests from time to time as a requirement for maintaining your Certification Program certification(s). In the event you will not pass the relevant tests you will have the opportunity to take the Course again in order to get certified. DriveNets, in its sole discretion, has the ability to decline candidates, at any stage of the Certification Program (including any stage of a Course), even if they successfully passed all required tests and met all other Requirements for that Course, if it appears that such candidates are directly or indirectly related to DriveNets’ competitors.. Any payment will be reimbursed only if the applicable Course preparation has not yet started.

3. Representation and Warranties

You agree that all business you conduct and all services you provide in your capacity as a participant in the Certification Program, or in connection with the promotion or selling of which you use or display a Designation or Logo, shall be performed in a manner that: (a) does not reflect negatively on DriveNets or in any way harm DriveNets’ reputation; (b) avoids unethical, illegal, misleading or deceptive practices; (c) does not make or appear to make any warranties, representations or guarantees on behalf of DriveNets or related to DriveNets’ products or services; (d) complies with all applicable governmental and export laws and regulations; (e) protects DriveNets’ Confidential Information, and DriveNets’ copyrights and other intellectual property rights; and (f) you are working directly, and not as an outsourced subcontractor (unless approved in advance and in writing by DriveNets), in the organization that acquired the applicable services from DriveNets, for at least 3 months.

4. Ownership

DriveNets retains all rights, title and interest in and to all Certification Programs, Courses, Confidential Information, and all copyrights, patent rights, trademark rights and other proprietary rights therein. All rights not expressly granted by DriveNets to you are expressly reserved by DriveNets.

5. Right to Use Logo and Designation

- 5.1. Subject to your compliance with the terms and conditions set forth in this Agreement, upon your successful completion of the Requirements for a Course including passing the applicable tests, for so long as this Agreement remains in force and you remain in compliance with all ongoing Requirements for the Course, you shall be granted a limited, revocable, non-exclusive, non-transferable, non-sublicensable right and license to use the Logo and Designation associated with the Course for which you are certified, solely in connection with, and solely to the extent reasonably necessary for, publishing that you have met, and continue to meet all Requirements for maintenance, of certification for that Course.
- 5.2. You agree not to use the Designation or Logo in a manner that: (a) damages or infringes DriveNets’ rights in the Designation or Logo; (b) reflects negatively on DriveNets or otherwise injures DriveNets’ reputation; (c) misrepresents your relationship with DriveNets; and (d) gives the impression that the Designation or Logo applies to any other individual or organization other than yourself. DriveNets retains all rights not expressly conveyed to you under this Agreement, and shall have the right to grant licenses to others to use the Designation and Logo.

- 5.3. You agree not to use any Designation or Logo except as specifically authorized under this Agreement, not to file any application to register, in any class and in any country, any trademark or service mark for any Designation or Logo or any other mark confusingly similar to any Designation or Logo. You agree to immediately cease all use of all Logos and Designations upon the termination of this Agreement. You agree to immediately correct or discontinue the use of any Logo or Designations if DriveNets notifies you that it is being misused or used in any way conflicts with applicable trademark or usage guidelines.

6. Confidential Information

You understand, acknowledge and agree that the tests and all other information provided to you or obtained by you related to the tests, including, but not limited to, the Requirements, specific questions, materials and the content, structure, organization of the Courses and any documentation and/or content provided by DriveNets in connection with the Certification Program and/or the Platform, shall be deemed to be the confidential information of DriveNets (“**Confidential Information**”). DriveNets makes tests and its Platform available to you solely to test your knowledge of the subject matter for which you seek certification. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any test, Certification Program documentation and any related information including, without limitation, questions, answers, worksheets, computations, drawings, diagrams, length or number of test segments or questions, or any communication regarding or related to the tests, in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose other than for your personal use in connection with your certification process of the Certification Program, without the prior express written permission of DriveNets, all of which shall also be considered as Confidential Information. You agree that you will, both during and after the term of this Agreement: (a) hold all Confidential Information in confidence and take all reasonable measures to protect the Confidential Information; (b) make no use of the Confidential Information except as expressly allowed under this Agreement; and (c) not disclose, reproduce, disseminate or transmit in any way any portion of the Confidential Information to any third party.

7. Personal Information and Communications

You acknowledge and agree that DriveNets and its affiliates: (i) collect, access, retain, transfer, disclose, use, or destroy (collectively, “**Process**”) your personally identifiable information, including without limitation your full name, address, country, business address, telephone number, e-mail address, and course registration and/or completion information (“**Personal Information**”) to provide you the Certification Program under this Agreement; and (ii) transfer your Personal Information as necessary to provide the Platform and/or the Certification Program under this Agreement. DriveNets reserve the right to further Process your Personal Information in accordance with its Privacy Policy available at: <https://drivenets.com/privacy-policy/>. To the maximum extent permitted by law, you further acknowledge and agree that DriveNets may transfer and disclose your Personal Information and any information relating to your use of the Platform and participation in the Certification Program (including your training consumption and certification status) to the employer(s) you have listed on while applying to the Certification Program.

In addition, you represent and warrant that any information that you provide to DriveNets, and its affiliates, including without limitation, Personal Information: (I) will be provided in accordance with all applicable laws and regulations, including, without limitation, privacy laws; and (II) is true, accurate, complete and authenticated and that you have all necessary consents or permission required in order to provide DriveNets with such Personal Information for the purposes hereunder. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that in no event shall DriveNets

be held liable or responsible for any inaccuracies or omissions contained in any Personal Information or any other information at the time such information is received by or on behalf of DriveNets.

8. Integrity of Certification Program

Test fraud includes any action or attempt by an individual or group of individuals to influence the testing process through cheating, collusion and/or copying test questions. This may occur prior to taking a test, during a test, or after a test has been taken. You acknowledge and agree that DriveNets or its designated agents have the right to research test results by statistical analyses and other methods to monitor for evidence of fraud. If such analysis reveals evidence of fraud, DriveNets reserves the right to investigate further and to take appropriate remedial action.

9. Indemnification

You agree to indemnify and hold harmless DriveNets, its affiliates, and any of its respective officers, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from or in any manner connected with: (i) any breach by you of this Agreement including, but not limited to, your use of the Designations and Logos in any way that is inconsistent with this Agreement and/or your breach of any privacy laws, regulations or requirements hereunder; (ii) any claim alleging that your services were promoted, sold or performed in a deceptive, incomplete, illegal, negligent, improper or unauthorized manner; (iii) DriveNets termination of this Agreement pursuant to the terms of this Agreement; or (iv) your use or misuse of DriveNets intellectual property or Confidential Information.

10. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL DRIVENETS BE LIABLE TO YOU FOR ANY: (I) LOST OR DAMAGED DATA, LOST REVENUE, LOST INCOME OR LOST PROFITS; OR (II) SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL LOSSES, OR (III) PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DRIVENETS' MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEE YOU OR YOUR ORGANIZATION PAID TO DRIVENETS FOR YOUR CERTIFICATION.

11. Term

- 11.1. This Agreement is effective as of the Effective Date and shall remain in effect until one of the following (the earlier to occur): (a) the termination of this Agreement according to the terms of this Section 10; or (b) your failure to meet or maintain the Requirements established by DriveNets, including for maintaining your Certification Program certification for that Course.
- 11.2. Either party, with or without cause, may terminate this Agreement upon 30 days written notice of termination to the other party.
- 11.3. DriveNets in its sole discretion and without prejudice to any rights DriveNets may have under this Agreement in law, equity or otherwise may terminate this Agreement at any time upon the occurrence of any one of the following events: (a) your failure to comply with the Requirements established by DriveNets, including for maintaining your Designation; (b) your misrepresentation of your certification status; (c) your use of the Logo or Designation in a manner that DriveNets believes could injure DriveNets reputation or rights in the Logo or Designation; (d) your misappropriation or disclosure without authorization of any DriveNets trade secret or Confidential Information; (e) your supply of false or misleading information in connection with applying for Certification Program registration or in connection with maintaining your status;

and/or (f) your failure to comply with any of the material terms of this Agreement, including with respect to any breach of Section 3.

- 11.4. Upon termination of this Agreement, the license and all rights granted hereunder shall terminate completely. You shall immediately discontinue all use of Designations and Logos. Except as specifically provided herein, you shall have no further rights or obligations under this Agreement after its termination. Rights and obligations under Sections 1, 4, 5.2, 5.3, 6, 7, 9, 10, 11.4 and 12 of this Agreement shall survive termination of this Agreement.

12. Miscellaneous

- 12.1. DriveNets reserves the right, at any time, to block your access to the Platform, terminate the Certification Program and change the Certification Program, including, but not limited to, make changes to the number, scope, organization, objectives and content of the Certification Program materials and documentation.
- 12.2. This Agreement does not give you any right or authority to make any representation, warranty, or promise on behalf of DriveNets or DriveNets products or services.
- 12.3. Waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the other provisions of this Agreement shall continue in full force and effect.
- 12.4. 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.
- 12.5. This Agreement shall be governed and construed and enforced in all respects in accordance with the substantive and procedural laws of the Israel except for its choice of law rules. Unless waived by DriveNets in its sole discretion, any legal action or proceeding relating to this Agreement shall be instituted in a court within Tel-Aviv, Israel. The parties agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.
- 12.6. This Agreement may not be assigned by you in whole or in part. Any attempted assignment shall be null and void. This Agreement shall be assignable by DriveNets without your prior consent.
- 12.7. 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, or such other address as is provided in writing, via e-mail or by you as part of the Certification Program.