

**This CONFIDENTIAL INFORMATION DISCLOSURE AGREEMENT** (“Agreement”) is entered into and made effective as of the last date executed by the parties (the “Effective Date”) by and between WIND RIVER SYSTEMS, INC., having a principal place of business at 500 Wind River Way, Alameda, California 94501, USA (“Wind River”), and you.

You and Wind River agree to the following:

### 1. Definitions.

- (a) **“Certification(s)”** means any in the set of certification programs offered by Wind River.
- (b) **“Wind River Student”** means an individual who has successfully met the requirements for Certification as set forth in this Agreement.
- (c) **“Confidential Information”** means any Wind River proprietary, or any Wind River confidential information received by you in connection with this Agreement, and if such information is marked as confidential, proprietary or the like or, in the case of confidential information disclosed orally, identified as confidential, proprietary or the like at the time of oral disclosure. Such confidential information includes, without limitation, the contents of any exam and any related information.
- (d) **“Personal Data”** means your personal information or any information which is susceptible to identifying you, in any event as defined by applicable law.
- (e) **“Program(s)”** means the Certification programs offered by Wind River under this Agreement.
- (f) **“Re-Certification”** is the process by which an individual meets the requirements for earned Certifications to remain in active status.
- (g) **“Testing Delivery Partner(s)”** means the entity engaged by Wind River to administer the applicable examination.

### 2. CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP

- a. Confidentiality. Wind River makes exams available to you solely for the purpose of testing your knowledge of the exam subject matter for which Wind River is providing training services. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any Confidential Information, in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose to any person(s). If you disclose Confidential Information in violation of this Agreement (as set forth in Exhibit 1 below) or you otherwise undermine the integrity and security of such Confidential Information, Wind River reserves the right to revoke your Certification with immediate effect.
- b. Intellectual Property Ownership. Wind River retains all rights, title and interest in and to all Certifications, and any other information including Confidential Information and related information and all copyrights, patent rights, trademark rights and other proprietary rights therein (collectively “Wind River Proprietary Information”). All rights in Wind River Proprietary Information are expressly reserved to Wind River.
- c. In the event of a breach by you of Section 2.a and/or 2.b above, Wind River may, at its own election, pursue all available remedies, which may include, without limitation, prosecution to the maximum extent possible under applicable law(s) and to seek, the fullest extent of applicable law, civil and criminal penalties.

### 3. PRIVACY AND DELIVERY OF CERTIFICATION TO THIRD PARTIES

In order to deliver and administer the Programs, Wind River, as a global organization, may transfer your Personal Data to any Wind River subsidiary worldwide, or to third parties, (e.g., Testing Delivery Partners) located in various countries around the world. By using our websites or by providing any Personal Data to Wind River, you acknowledge and agree that Wind River may transfer, store and process such Personal Data outside of your country of residence, where data protection standards may be different, in each case as applicable law permits. For further information on how Wind River may process your Personal Data under this Agreement, see the Wind River Privacy Policy at <https://www.windriver.com/company/terms/privacy>, which is incorporated into this Agreement by this reference.

#### **4. EXAMINATIONS**

- 4.1 Wind River and/or the Testing Delivery Partner may review your exam record for scoring accuracy, for evidence of possible misconduct, and for response patterns that may suggest your scores do not represent a valid measure of your knowledge or competence as sampled by the examination (“Measurement Error”). Wind River reserves the right to invalidate your exam score and Certification result, even after your official exam score has been published if the review of your exam record reveals (i) scoring inaccuracies (attributable to Wind River or to the Testing Delivery Partner) or (ii) response patterns indicative of possible misconduct on your part or (iii) response patterns indicative of possible Measurement Error(s). If Wind River determines that your exam score is invalid due to scoring errors or Measurement Error(s), you will be advised of options for retaking the examination. If Wind River determines that your exam score is invalid due to possible misconduct on your part, Wind River reserves the right to invalidate your score and consider your actions in violation of Exhibit 1 to this Agreement and you will return all Program documentation and all other information relating to the Program to the address provided to you by Wind River.
- 4.2 Wind River reserves the right to decline to provide written exams, labs, or any other related services to anyone for any legally permissible reason.

**YOU SHALL ADHERE TO ALL PROGRAM RULES AND SHALL NOT AT ANY TIME ENGAGE IN ANY ACTION TO SUBVERT, OR ATTEMPT TO SUBVERT, THE EXAMINATION PROCESS.**

#### **5. CERTIFICATION**

To become Wind River certified, you must meet the minimum requirements of the relevant Program, which includes, without limitation, earning passing scores on required examinations in accordance with Wind River’s testing guidelines. If you meet these requirements, you will receive a certificate from Wind River signifying your accomplishment. You agree to comply with the Program requirements for Certification and re-Certification.

#### **6. TERM AND TERMINATION**

- 6.1 The term of this Agreement will commence on the Effective Date and continue until terminated pursuant to this Section 6. Either party may terminate this Agreement at any time without cause upon thirty (30) days’ written notice to the other party. Wind River may, in its sole discretion terminate this Agreement at any time if you breach any of the material terms of this Agreement, or any other Wind River terms including but not limited to the Wind River Education Services Terms and Conditions at: [WIND RIVER EDUCATION SERVICES TERMS AND CONDITIONS | Wind River](#), or if you violate or fail to meet any Program requirements.
- 6.2 Wind River will provide you with written notice of termination at your last known address. Termination notices sent by Wind River are effective as of the date set forth in the notice. Written notices of termination directed to Wind River are effective upon receipt by Wind River.
- 6.3 Any breach under Exhibit 1 to this Agreement automatically cause the termination of this Agreement without further notice.
- 6.4 Upon the termination of this Agreement, you shall immediately cease to represent yourself as a Wind River Student, including the return and/or destruction of all materials (to be determined by Wind River) evidencing such Certification.

#### **7. THIRD PARTY CONTENT**

- 7.1 Third Party Disclaimer. Wind River does not provide any warranty, or have any control over third party websites, platforms, or products and any reference by Wind River to a third party does not imply approval or endorsement of such third party by Wind River. You are solely responsible for any loss or damage which may be incurred by you as a result of your access to or use of third party websites, platforms, or products, or your reliance on any advertising, products, or other materials on / available from such third party. **TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, WIND RIVER SHALL HAVE NO RESPONSIBILITY FOR ANY LOSS OR DAMAGE RESULTING FROM ACCESS TO OR USE OF THIRD-PARTY WEBSITES, PLATFORMS, OR PRODUCTS. ACCESS TO OR USE OF THIRD-PARTY WEBSITES, PLATFORMS, OR PRODUCTS IS AT YOUR OWN RISK.**

## 8. GENERAL

- (a) This Agreement constitutes the sole and entire agreement between you and Wind River with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- (b) Sections 2 (Confidentiality and Intellectual Property Ownership), 3 (Privacy and Delivery of Certification Information to Third Parties), 6.4 (Effect of Termination), 8 (General), and Exhibit 1 (Violations) will survive termination of this Agreement.
- (c) You waive the right to challenge the validity and enforceability of this Agreement on the grounds it was transmitted and entered into electronically. You agree that entering into this Agreement electronically is equivalent to signing the Agreement. Failure by either you and/or Wind River 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 Wind River.
- (d) This Agreement shall be exclusively governed by the laws of England and Wales, United Kingdom, without reference to conflict of law principles, if any. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.
- (e) You acknowledge that the unauthorized use or disclosure of Wind River's Confidential Information could cause Wind River irreparable harm, the degree of which may be difficult to ascertain. Accordingly, you agree that Wind River shall have the right to seek immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies it may have at law or otherwise.
- (f) You acknowledge that nothing in this Agreement shall be construed as granting any right or license to you in or to: (i) Wind River's Confidential Information; or (ii) Wind River Proprietary Information.
- (g) 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.

## EXHIBIT 1

### A. UNACCEPTABLE BEHAVIOR AS A WIND RIVER CERTIFIED PROFESSIONAL INCLUDES, WITHOUT LIMITATION, IF YOU:

- 1) Fail to comply with continuing education or Re-Certification requirements.
- 2) Breach the terms and conditions of this Agreement, or any other agreement of Wind River.
- 3) Threaten to bully, harm, or in any manner whatsoever harass any Wind River or Testing Delivery Partner(s) (whether verbally or in writing, (e.g., electronic communications, external web postings, etc.). "Harass" or any form of the word "harass" means repeated communications, in any form electronic or otherwise, to Wind River or Testing Delivery Partner in which you continue to dispute results of any exam after you have been informed that no further changes will be made to your exam results.
- 4) Use, store, share, host, copy, distribute, display, publish, transmit or send content that is or may be deemed offensive, inflammatory, hateful, defamatory, discriminatory, obscene, abusive, invasive of privacy, harmful to others or otherwise objectionable.

### B. VIOLATIONS OF EXAM CONDUCT POLICY INCLUDES, WITHOUT LIMITATION, IF YOU:

- 1) Disseminate actual exam content in whole or in part 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 Wind River to receive such content or information (including but not limited to a Wind River employee who is not part of Program staff).
- 2) Seek and/or obtain unauthorized access to examination materials.
- 3) Using falsified or altered certificates, including the fraudulent misuse of the Wind River Certification badge to hold yourself out as certified, score reports, or other documents or electronic media to misrepresent your Certification status.
- 4) Except as authorized in advance and in writing by the Testing Delivery Partner(s) or Wind River, possession in the testing area of any materials or equipment including but not limited to cellular phones, hand-held computers, laptop computers, tablets, electronic devices, cameras, any recording devices, watches, wallets, backpacks, briefcases, purses, hats, car keys, bags, vests, coats, books, notes, paper or documents and any writing materials.
- 5) Provide 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.
- 6) Intentionally or otherwise repeatedly causing a disturbance of any kind in a testing facility.
- 7) Remove or attempt to remove exam material (in any format) from the testing area.
- 8) Tamper with the operation of the testing facility computer or attempt to use it for any use other than taking the Wind River certification examination.
- 9) Abuse the Wind River Certification and/or exam process by:
  - Giving, receiving, or obtaining unauthorized assistance during the examination or attempting to do so;
  - Making notes of any kind while in the secure areas of the test center except on the writing materials provided at the test center for the purpose of taking the examination;
  - Failing to strictly adhere to any Wind River or Test Delivery Partner's policy, procedure, rule, or instruction;
  - Altering or misrepresenting examination scores;
  - Sharing candidate registration account information with unauthorized third parties;
  - Allowing another person, or an organization in which you are not actively involved, to use your certification credentials to obtain employment or promotions; or
  - Using Wind River support services falsely, fraudulently or otherwise without authorization.