

CROWDSTRIKE CERTIFICATION EXAM AGREEMENT

PLEASE READ CAREFULLY: BY ACCEPTING THESE TERMS, YOU AGREE TO COMPLY WITH THIS CERTIFICATION TESTING AGREEMENT (THE “AGREEMENT”) AND BE BOUND BY THE TERMS. IF YOU DO NOT AGREE TO OR CANNOT COMPLY WITH ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT ASSENT AND YOU WILL NOT BE AUTHORIZED TO TAKE THE EXAM. THESE TERMS AND CONDITIONS ARE BINDING BETWEEN YOU AND CROWDSTRIKE, INC. (“CROWDSTRIKE”) AS OF THE DATE THAT YOU CLICK “ACCEPT”.

1 DEFINITIONS

- 1.1 **“Certification”** means the certifications offered by CrowdStrike to individuals who have received a passing score on the applicable exam.
- 1.2 **“Exam”** means the examination and any exam-related materials in any form or by any means including, without limitation, questions, answers, worksheets, exam requirements, drawings, or any other exam-related communications.

2 CONFIDENTIAL AND PROPRIETARY INFORMATION.

The Exam is the confidential and proprietary information of CrowdStrike. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Exam. You will not, and are expressly prohibited from disclosing, selling, publishing, exchanging, discussing, reproducing, or transmitting the Exam.

You acknowledge that a breach of this section shall cause CrowdStrike irreparable injury and harm. Therefore, you agree that CrowdStrike may stop such breaches through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

3 EXAM TAKER ACKNOWLEDGEMENT AND CODE OF CONDUCT.

- 3.1 **Code of Conduct.** You acknowledge and agree to comply with the following:
 - a. You will not cheat, attempt to cheat on the examination or in connection with the Certification which includes, without limitation, seeking or obtaining unauthorized access to the Exam.
 - b. You (and only you) will take the examination, and you will not request or accept any assistance from anyone else during an examination.
 - c. You will not copy or remove the Exam from the examination site.
 - d. You will not alter, reverse engineer, decompile, publicly display, upload, post, download, translate, create derivative works or otherwise copy or modify the Exam.
 - e. You will follow the instructions, policies and procedures of the exam administrator and/or examination site.

- f. You will not misrepresent your Certification status.

3.2 Violations. Any violation of the terms of this Agreement, including section 3, may result in the revocation of your Certification and the ability to take other examinations in the future.

4 TERM AND SURVIVAL.

This Agreement shall remain in effect until terminated as set forth below.

Either you or CrowdStrike may terminate this Agreement at any time, with or without cause, upon at least thirty (30) days prior written notice. CrowdStrike may terminate this Agreement immediately if you breach this Agreement.

Your obligations under this Agreement shall survive the termination of this Agreement regardless of the basis for termination (for cause or convenience).

5 PRIVACY

Any personal information collected by CrowdStrike will be processed pursuant to CrowdStrike's privacy notice. Please refer to CrowdStrike's privacy notice located at <https://www.crowdstrike.com/privacy-notice/>.

6 MISCELLANEOUS

- 6.1 Waiver & Severability.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect.
- 6.2 Governing Law.** This Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts in Santa Clara County, California, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply.