



## EXAMINATION PARTICIPATION AND BADGE USE AGREEMENT

THIS EXAM PARTICIPATION AND BADGE USE AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN APPIAN CORPORATION, ITS AFFILIATES AND SUBSIDIARIES (COLLECTIVELY REFERRED TO AS "WE", "US" OR "OUR") AND THE INDIVIDUAL ACCEPTING THIS AGREEMENT ("YOU" OR "YOUR"). BY TAKING AN APPIAN CERTIFICATION EXAM YOU CERTIFY THAT YOU ARE AT LEAST 18 YEARS OF AGE, AGREE AND ACCEPT THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT, AND ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS REQUIRED FOR ACCEPTANCE AND PARTICIPATION IN THE PROGRAM. YOU OR US MAY BE INDIVIDUALLY REFERRED TO AS A "PARTY" OR COLLECTIVELY REFERRED TO AS THE "PARTIES."

Last Updated: October 2025

This Agreement outlines the terms and conditions for Your participation in Our certification program, designed to validate and recognize Your proficiency in using the Appian software platform. Program policies are available at <https://community.appian.com/learn/certifications> and are subject to change. All program decisions and policy enforcement are final.

1. **DEFINITIONS** - The terms defined in this Section and any other capitalized terms defined in the other sections of this Agreement have the meanings stated.
  - 1.1. **"Candidate Information"** means any information collected in relation to Your Appian Exam.
  - 1.2. **"Certification"** means the Certification that You receive from Us as a result of Your satisfying all prerequisites associated with taking and passing an Appian exam.
  - 1.3. **"Certificate"** means a visual recognition of a Certification earned in the form of a digital or print certificate.
  - 1.4. **"Badge"** means any corresponding logos and artwork that We provide to You as a result of Your satisfying all prerequisites associated with taking and passing an Appian exam.
  - 1.5. **"Exam"** means the exam provided to You by Us under this Agreement.
  - 1.6. **"Materials"** means, collectively, the materials You receive from Us for participating in the Program, in any format, including, but not limited to, the materials received from Us while taking an Exam, Our software platform, if and to the extent provided to You during an Exam, any certificate or Badge, and any other material or data that We may provide to You in connection with Your participation in the Program.
  - 1.7. **"Program"** means Our program for administering exams to test proficiency in using Our software platform and associated recognition, as modified by Us from time-to-time in Our sole discretion.



- 1.8. **“Program Policies”** means the detailed policies and procedures governing the Program, including eligibility, examination retake rules, and recertification requirements, as published by Us on Our website. Current policies can be found on <https://community.appian.com/learn/certifications>.
  - 1.9. **“Recognition Period”** means the period during which We recognize Your Certification as valid, commencing on the date the Certification is awarded to You by Us and ending on the expiration date for that Certification as determined by Us and noted in Our general Program terms. All Certifications require regular maintenance and failure to meet ongoing requirements will result in an expiration of Your certification. All requirements can be found in Our Program Policies.
  - 1.10. **“Vendor”** means a third party organization authorized to conduct business related to the delivery, development, recognition, or security of Our program.
  - 1.11. **“Voucher”** means a payment coupon provided by Us as the result of a purchase agreement, promotion, or at the discretion of the program. Vouchers cannot be transferred unless otherwise agreed upon.
- 2. EXAM REGISTRATION AND DELIVERY**
- 2.1. **General.** You may take an Exam if You satisfy the associated requirements for the Exam, as established by Us as part of the Program, enroll to take the Exam through Us, and You are not in breach of this Agreement. Exams may contain unscored questions and the passing score will be set by Us, in Our sole discretion. Passing scores are subject to change based on the specific items presented on an Exam.
  - 2.2. **Exam Fraud.** You will be in material breach of this Agreement if You engage in any fraudulent activity before, during, or after taking an Exam. Exams will be immediately terminated and exam fees forfeited if any attempt at fraud, misconduct, or exam rule violation is detected during the Exam. This includes any action or attempt by You, acting alone or as part of a group of individuals, to:
    - 2.2.1. Engage in cheating, collusion, and/or copying questions.
    - 2.2.2. Requesting access to Exam questions or protected materials in forums, on social media or through other public or private means.
    - 2.2.3. Engaging someone to take an Exam on Your behalf (proxy testing).
    - 2.2.4. Using unauthorized materials, tools, devices, or applications before or during the Exam.
    - 2.2.5. Allowing another individual to enter your testing space.
    - 2.2.6. Allowing another individual access to Exam content during or after an Exam.
    - 2.2.7. Retaking an exam in violation of our policies.
    - 2.2.8. Altering exam scores, score reports or certificates.
    - 2.2.9. Reproducing exam materials in any way, including through memorization.
    - 2.2.10. Improperly influencing, or attempting to improperly influence (including through bribery or undue persuasion), a proctor to violate or disregard any Examination rule or policy.



- 2.3. **Exam Results.** We will promptly notify You of the results of any Exam You take. We may research Your Exam results by statistical analysis, security reviews, and other methods to monitor for evidence of fraud. If such analysis reveals evidence of fraud, We may investigate further and may take appropriate remedial action such as, but not limited to, revoking any awarded Certification or Badge, requiring You to retake an Exam under controlled conditions, and/or requiring You to provide evidence that You personally took an Exam. Furthermore, in cases where misconduct, including but not limited to any form of exam fraud as described in Section 2.2, is discovered at any time, We reserve the right to immediately and permanently revoke any and all Certifications, Badges, and associated recognition previously awarded to You, regardless of when the misconduct occurred or when the certification was issued. Such revocation may occur even if the misconduct is discovered after the Recognition Period has ended. All results decisions are final in accordance with our Program Policies.
- 2.4. **Exam Appointment.** It is the responsibility of You to adhere to the scheduled time of your Exam as selected by You. Any Exam appointment marked as a “No Show” will result in a forfeiture of all fees in accordance with our Program Policies.

### 3. MATERIALS, CERTIFICATES AND BADGES

- 3.1. **License to Program Materials.** When You take an Exam, We will provide You with a non-exclusive, non-transferable license to use the Materials, Certificate or Badge provided to You by Us in connection with the Exam results. You may use the Materials, Certificate or Badge solely in connection with and during Your taking the corresponding Exam. If We provide You with access to Our software platform during the Exam, You agree that You may not reverse engineer, decompile, disassemble, or otherwise attempt to derive or obtain any source code, structure, algorithms, process, technique, technology, know how or ideas underlying or contained in Our software platform, or allow, assist or permit a third party to do any of the foregoing. In addition, except as expressly authorized by Us as part of the Exam, You may not: (a) copy, modify, alter, adapt or prepare any derivative works from Our software platform, or any part thereof, (b) rent, make available on a service bureau or hosted basis or otherwise provide temporary access to Our software platform, or (c) allow, assist or permit others to do any of the foregoing.
- 3.2. **License to Use Certifications and Badges.** During the Recognition Period and subject to Your complying with this Agreement, We shall grant You a non-exclusive, non-transferable, personal right to use any certificate or Badge that We award to You. You may only use the Badge to publicize that You meet all requirements for that Certification. You will be in material breach of this Agreement if You use a Certificate or Badge in a manner that: (a) damages or infringes Our rights as the certifying agency, (b) reflects negatively on Us, (c) misrepresents Your relationship with Us, or (d) gives the impression that the Certificate or Badge applies to anyone other than You. You must use any logo or artwork associated with the Certificate or Badge consistent with any brand usage guidelines that We provide to You.



- 3.3. **Conduct in Using the Certificate or Badge.** You will be in material breach of this Agreement if the business that You conduct in connection with Your displaying any Certificate or Badge: (a) reflects negatively on Us, (b) is unethical, illegal, misleading or deceptive, (c) appears to make any warranties, representations or guarantees on Our behalf, (d) fails to comply with all applicable laws, or (e) fails to protect Our intellectual property rights.
- 3.4. **Revocation.** We may revoke Your Certificate or Badges, and permanently ban You from earning future Certifications and Badges, if: You breach this Agreement, including, but not limited to, committing Exam fraud as described in Section 2.2 above. This right of revocation extends to any Badge or Certification previously awarded, regardless of the Recognition Period, if misconduct or examination fraud is subsequently discovered.

#### 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. **Confidentiality.** The Materials contain Our proprietary and sensitive information. You agree to protect the Materials from unauthorized use and disclosure using the same means You use to protect Your own information and data of like importance, but in no event using less than a reasonable degree of care. You may not disclose the Materials to any other party unless expressly authorized to do so under this Agreement. You must immediately notify Us of any unauthorized use or disclosure of the Materials. You agree to reasonably assist Us in remedying any such unauthorized use or disclosure.
- 4.2. **Exceptions.** The restrictions in Section 4.1 will not apply to the extent the Materials (a) is properly known by You at the time of disclosure by Us, without restriction, (b) has become publicly known through no wrongful act of You, (c) has been rightfully received from a third party authorized to make such communication without restriction, (d) has been independently developed by You as evidenced by Your written records, or (e) is required by law to be disclosed; provided that if You are required to disclose the Materials pursuant to an order under law, You must, to the extent not prohibited by applicable law, give Us sufficient notice of such disclosure request to allow Us a reasonable opportunity to object to and to take necessary legal action to prevent such disclosure.
- 4.3. **Feedback.** If when participating in the Program You communicate to Us suggestions for improvements, ideas, enhancement requests or other feedback in connection with the Program ("Feedback"), We shall own all rights, title, and interest in and to the same, even if You have designated the Feedback as confidential, and We shall be entitled to use the Feedback without restriction.
- 4.4. **Ownership.** The Materials, including all intellectual property rights therein, are licensed to You, not sold, and shall remain Our property at all times. We retain all rights in the Materials not expressly provided to You under this Agreement.
- 4.5. **Opposition.** You may not contest, oppose or challenge Our rights in and to the Materials, nor register or attempt to register copyrights, trademarks, domain names or other intellectual property rights in the Materials in any jurisdiction. If



You register or attempt to register any rights in violation of this provision, at Our written request and option, You will without cost to Us either withdraw any application or registration or take steps to transfer and assign the registration to Us.

## 5. CANDIDATE INFORMATION AND PERSONAL DATA

- 5.1. **Publicity.** We may disclose Your Certification to third parties by written or electronic means. You must ensure that the information that You share with Us is accurate, and that We are kept aware of Your current relevant information.
- 5.2. **Data Protection.** We will use reasonable and appropriate administrative, technical and physical measures to protect Your Personal Data, as defined below. You acknowledge and agree that We and the vendors that We use to assist Us in providing the Program (collectively "Service Providers") may (a) collect, access, retain, transfer, disclose, use, or destroy (collectively "Process") Your personally identifiable information, including without limitation Your photograph, signature, name, address, telephone number, and email address (collectively "Personal Data"), to provide You the services under this Agreement, and (b) transfer Your Personal Data across borders, including, without limitation, from the European Economic Area to the United States and/or between other countries as necessary to provide the services under this Agreement. You represent and warrant that any information that You provide to the Service Providers, including without limitation, Personal Data, will be provided in accordance with all applicable laws and regulations. Notwithstanding anything to the contrary in this Agreement, You acknowledge and agree that: (x) Service Provider's obligations and Your rights under this Agreement shall not apply to any Personal Data or any other information that is required by any applicable law to be retained, disposed of, or disclosed; and (Y) in no event shall the Service Providers be held liable or responsible for any inaccuracies or omissions contained in any Personal Data or any other information at the time such data is received by or on behalf of the Service Providers. For additional information on Our privacy policy, please see the privacy policy link on Our main website.
- 5.3. **Uses of Candidate Information.** In addition to the general processing described in Section 5.2, You acknowledge and agree that We collect and use various types of information related to Your participation in the Program, including Personal Data, exam performance data, and Certification status information ("Candidate Information"). This Candidate Information may be Processed for the following purposes:
  - 5.3.1. **Program Administration:** To register You for an Exam, verify Your identity, administer the Exam process, communicate with You regarding Your eligibility and results, provide Certificates or Badges, manage Your certification status, and send important program updates.
  - 5.3.2. **Security and Integrity:** To monitor and ensure the security and integrity of the Exam process, including but not limited to, proctoring, fraud



detection, investigation of misconduct (as outlined in Section 2.2), and statistical analysis to identify testing irregularities.

- 5.3.3. **Program Improvement:** To analyze Exam performance, develop new Exam content, improve existing Exams, and enhance the overall quality and relevance of the Program. This may involve anonymizing or aggregating data where appropriate.
  - 5.3.4. **Marketing and Promotion (with consent where required):** To publicize Your achievement of a Certification (as outlined in Section 5.1), and with Your explicit consent where legally required, to inform You about other Appian products, services, events, or programs that may be of interest.
  - 5.3.5. **Verification of Credentials:** To verify Your Certification status upon request from third parties (e.g., employers, recruiters) with Your consent, or through publicly accessible verification tools as part of the Program.
  - 5.3.6. **Legal and Compliance:** To comply with legal obligations, enforce Our agreements, resolve disputes, and protect Our rights and the rights of other candidates.
  - 5.4. **Sharing of Candidate Information:** Your Candidate Information may be shared with:
    - 5.4.1. **Our Service Providers:** Third-party vendors who assist in the delivery, administration, and security of the Program (e.g., proctoring services, testing platforms, data analytics providers), subject to appropriate data protection agreements.
    - 5.4.2. **Your Employer (if applicable):** If Your participation in the Program is sponsored, paid for, or facilitated by Your employer, and with Your consent or as part of an agreed-upon program, We may share Your examination results and certification status with Your employer. If Your participation in the Program is sponsored, paid for, or facilitated by Your employer AND You engage in Exam fraud as outlined in Section 2.2, we may share notice of misconduct with your employer.
    - 5.4.3. **Public Verification:** Certain information, such as Your name, Certification earned, and date of certification, may be publicly verifiable through Our official channels if You hold an active Certification, as permitted by Program Policies.
    - 5.4.4. **Legal Authorities:** As required by law, subpoena, or valid legal process.
6. **TERM AND TERMINATION**
- 6.1. **Term.** This Agreement commences on the date You accept this Agreement and continues during any Exams that You take and any Recognition Period, if any.
  - 6.2. **Termination for Cause.** Either Party may terminate this Agreement for cause at any time upon written notice to the other Party if the other Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receiving written notice of such breach from the other Party.



Notwithstanding the foregoing, We may terminate this Agreement immediately upon prior notice if You commit Exam fraud as described in Section 2 of this Agreement or if You conduct business in violation of Section 3 of this Agreement.

6.3. **Termination for Convenience.** We may terminate this Agreement for convenience, and not for cause, upon providing You with at least thirty (30) calendar days prior written notice.

6.4. **Rights Upon Termination.** Upon termination or expiration of this Agreement for cause, You must immediately cease using the Materials. If We terminate this Agreement for convenience, You may continue using the Materials during any Recognition Period occurring after the effective date of termination, but Your continued use of the Materials during this time shall be subject to and governed by this Agreement, as if the Agreement were not terminated.

**7. WARRANTY DISCLAIMER**

THE MATERIALS AND THE DELIVERY OF THE PROGRAM ARE PROVIDED "AS IS" WITH NO WARRANTIES, EXPRESSED, STATUTORY OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY EXPRESSLY DISCLAIMS, AND THE OTHER PARTY EXPRESSLY WAIVES, ALL WARRANTIES IMPLIED AT LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES IMPLIED FROM CUSTOM, COURSE OF DEALING OR USAGE IN TRADE.

**8. LIMITATION OF LIABILITY**

IN NO EVENT SHALL OUR AGGREGATE LIABILITY UNDER ANY CAUSE OR ACTION (INCLUDING CONTRACT, TORT OR STRICT LIABILITY) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OUR PERFORMANCE OF THIS AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM EXCEED \$5,000.00 (USD). IN NO EVENT SHALL WE BE LIABLE TO YOU UNDER THIS AGREEMENT FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, GOODWILL, USE OR OTHER ECONOMIC ADVANTAGE) UNDER ANY CAUSE OR ACTION (INCLUDING CONTRACT, TORT OR STRICT LIABILITY) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OUR PERFORMANCE OF THIS AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM. THE LIMITATIONS SET FORTH HEREIN ARE INDEPENDENT OF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT, APPLY WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**9. SOME DISCLAIMERS AND EXCLUSIONS DO NOT APPLY TO YOU**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

**10. NOTICES**

10.1. **To You.** Except as otherwise set forth herein, notices made by Us to You under this Agreement that affect Our customers generally (e.g., notices of amended and incorporated policies, updated fees, etc.) will be posted on the website associated with the Program. Notices made by Us under this Agreement to You or Your account specifically (e.g., notices of breach) will be provided to You via the email address associated with Your Certification You must keep Your email address



current and You will be deemed to have received any email sent to any such email address, upon Our sending the email, whether or not You actually receive the email. We will not be responsible for any expirations as a result of missed notifications.

- 10.2. **To Us.** You may submit general questions regarding the Program to the email address provided on Our website associated with the Program. Formal legal notices (e.g. notice of breach, etc.) should be sent to:

Appian Corporation Attention General Counsel 7950 Jones Branch Drive,  
McLean, Virginia 22102 (USA)

We may update this address by posting a notice of an updated address on our general website.

- 10.3. **Language.** All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

#### **11. GOVERNING LAW AND DISPUTE RESOLUTION.**

The law governing this Agreement and associated dispute resolution process shall be determined by Your location, as described below.

- 11.1. **United States, Canada or Latin America.** If You are located in the United States, Canada or Latin America, the validity, construction, and interpretation of this Agreement and the rights and duties of the Parties hereto, shall be governed by the laws of the Commonwealth of Virginia, excluding its principles of conflict of laws, and the controlling laws of the United States of America. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in the County of Fairfax, Virginia in accordance with the Rules of the American Arbitration Association ("AAA") by a single arbitrator to be designated by AAA, and judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any decision by the arbitrator shall be final and binding, and except in cases of fraud or gross misconduct by the arbitrator, the decision rendered shall not be appealable. The prevailing Party in the arbitration proceeding shall be entitled to recover attorney's fees, all reasonable out-of-pocket costs and disbursements, as well as any and all charges which may be made for the arbitration's cost and the fees of the arbitrator.

- 11.2. **Europe, Middle East, or Africa.** If You are located in Europe, the Middle East, or Africa the validity, construction, and interpretation of this Agreement and the rights and duties of the Parties shall be governed by the law of England and Wales, excluding its principles of conflict of laws. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the



application of which is expressly excluded.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in London, England as administered by the International Centre for Dispute Resolution ("ICDR") in accordance with its International Arbitration Rules. The arbitration shall be conducted in the English language by a single arbitrator designated by the ICDR, and judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any decision by the arbitrator shall be final and binding, and except in cases of fraud or gross misconduct by the arbitrator, the decision rendered by the arbitrator shall not be appealable. The prevailing Party in the arbitration proceedings shall be entitled to recover attorney's fees, and all reasonable out of pocket costs and disbursements, including the cost of the arbitrator.

- 11.3. **Australia, New Zealand, and East or Southeast Asia.** If You are located in Australia, New Zealand, or East or Southeast Asia, the validity, construction, and interpretation of this Agreement shall be governed by the laws of New South Wales, Australia, excluding its principles of conflict of laws. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Sydney Australia conducted by the Australian Centre for International Commercial Arbitration ("ACICA") in accordance with the ACICA Arbitration Rules. The arbitration shall be conducted in the English language by a single arbitrator designated by the ACICA, and judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any decision by the arbitrator shall be final and binding, and except in cases of fraud or gross misconduct by the arbitrator, the decision rendered shall not be appealable. The prevailing Party in the arbitration proceeding shall be entitled to recover attorney's fees, all reasonable out-of-pocket costs and disbursements, as well as any and all charges which may be made for the arbitration's cost and the fees of the arbitrator.

## 12. GENERAL

- 12.1. **Captions.** The captions used in this Agreement are for convenience of reference only. They do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement. All provisions of this Agreement will be enforced and construed as if no caption had been used.
- 12.2. **Force Majeure.** Neither Party shall be liable to the other Party for any delay or failure to perform due to causes beyond its reasonable control and not caused by its fault or negligence. Performance times shall be considered extended for a



- period equivalent to the time lost because of any such delay.
- 12.3. **Survival.** Provisions herein which by their nature extend beyond the termination of this Agreement shall remain in effect until fulfilled.
- 12.4. **Relationship.** No joint venture, partnership, employment, or agency relationship exists between You and Us as a result of this Agreement or Your participation in the Program or use of the Materials.
- 12.5. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- 12.6. **Waiver.** A Party's failure to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such Party in writing.
- 12.7. **Assignment.** This Agreement may not be assigned by You without Our prior written approval but may be assigned without Your consent by Us to (a) a parent or subsidiary, (b) an acquirer of assets, or (c) a successor by merger. Any purported assignment in violation of this section shall be void.
- 12.8. **Integration.** Except as noted in Section 13.10 below, this Agreement is the final, complete and exclusive agreement between You and Us relating to the subject matter hereof, and supersedes any previous communications, representations or agreements between You and Us, whether oral or written, regarding transactions hereunder. This Agreement shall supersede any conflicting terms contained in Your purchase order or other like financial document.
- 12.9. **Applicable Terms if You are Our Employee.** If You are employed by Us, any conflict between this Agreement and any agreement between You and Us as a result of or conditioned upon Your employment and any of Our applicable employment policies and procedure (collectively referred to as "Employment Terms and Conditions"), shall be settled in favor of the Employment Terms and Conditions.