



EXAMINATION PARTICIPATION AND BADGE USE AGREEMENT

BY ACCEPTING THIS AGREEMENT OR PARTICIPATING IN THE PROGRAM, YOU AGREE TO THE FOLLOWING EXAMINATION PARTICIPATION AND BADGE USE AGREEMENT ("AGREEMENT"). THIS AGREEMENT IS BETWEEN THE INDIVIDUAL ACCEPTING THIS AGREEMENT ("YOU" OR "YOUR") AND APPIAN CORPORATION AND ITS AFFILIATES AND SUBSIDIARIES (COLLECTIVELY REFERRED TO AS "WE", "US" OR "OUR"). YOU OR US MAY BE INDIVIDUALLY REFERRED TO AS A "PARTY" OR COLLECTIVELY REFERRED TO AS THE "PARTIES."

YOU MUST BE AT LEAST EIGHTEEN YEAR'S OF AGE TO ACCEPT THIS AGREEMENT .

IF YOU DO NOT HAVE THE REQUISITE QUALIFICATIONS TO ACCEPT THIS AGREEMENT, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MAY NOT ACCEPT THIS AGREEMENT OR PARTICIPATE IN THE PROGRAM.

Last Updated: April 18, 2021

1. **DEFINITIONS**-The terms defined in this Section 1 and any other capitalized terms defined in the other sections of this Agreement have the meanings stated.

1.1 "**Badge**" means the certification that You receive from Us as a result of Your satisfying all prerequisites associated with Your taking and passing an Examination and any corresponding logos and artwork that We provide to You.

1.2 "**Examination**" means the examinations provided to You by Us under this Agreement in connection with Our testing Your proficiency to use Our software platform.

1.3 "**Materials**" means, collectively, the materials You receive from Us in participating in the Program, in any format, including, but not limited to, the materials receive from Us while taking an Examination, Our software platform, if and to the extent provided to You during an Examination, any Badge, and any other material or data that We may provide to You in connection with Your participating in the Program.

1.4 "**Program**" means Our program for providing examinations to test proficiency in using Our software platform and Our providing associated recognition, as modified by Us from time-to-time in Our sole discretion.

1.5 "**Recognition Period**" means the period during which We authorize You to display a Badge, commencing on the date the Badge is awarded to You by Us and ending on the expiration date for that Badge type as determined by Us and noted in Our general Program terms.

2. EXAMINATIONS

2.1 **General.** You may take an Examination if You satisfy the associated requirements for the Examination, as established by Us as part of the Program, enroll to take the Examination through Us, and You are not in breach of this Agreement. Examinations may contain unscored questions and the passing score will be set by Us, in Our sole discretion.

2.2. **License to Program Materials.** When You take an Examination, We will provide You with a non-exclusive, non-transferable license to use the Materials provided to You by Us in connection with the Examination. You may use the Materials solely in connection with and during Your

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taking the corresponding Examination. If We provide You with access to Our software platform during the Examination, 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 Examination, 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.

2.3 Examination Fraud. You may not and You will be in material breach of this Agreement if You act fraudulently during or in connection with Your taking an Examination. Fraud includes any action or attempt by You, acting alone or as part of a group of individuals, to influence the testing process through cheating, collusion, and/or copying Examination questions, requesting access to Examination questions or protected Examination material in forums or social networking sites, engaging others to take an Examination on Your behalf (proxy testing), using notes or recording devices while taking an Examination, retaking an Examination in violation of Our policies, altering Examination scores and/or score reports, and reproducing Examination Materials by any means, including reconstruction through memorization. This may occur prior to taking an Examination, during an Examination, or after an Examination has been taken.

2.4 Examination Results. We will promptly notify You of the results of any Examination that You take. We may research Your Examination results by statistical analysis 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 Badge, requiring You to retake an Examination under controlled conditions, and/or requiring You to provide evidence that You personally took an Examination.

3. BADGES

3.1 License to Use. 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 Badge that We award to You. You may only use the Badge to publicize that You meet all requirements for that Badge. You will be in material breach of this Agreement if You use a Badge in a manner that: (a) damages or infringes Our rights in the Badge, (b) reflects negatively on Us, (c) misrepresents Your relationship with Us, or (d) gives the impression that the Badge applies to anyone other than You. You must use any logo or artwork associated with the Badge consistent with any brand usage guidelines that We provide to You from time-to-time.

3.2 Conduct in Using the Badge. You will be in material breach of this Agreement if the business that You conduct in connection with Your displaying any 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.



3.3 **Revocation.** We may revoke Your Badges, and permanently ban You from earning future Badges, if: You breach this Agreement, including, but not limited to, committing Examination fraud as described in Section 2.3 above.

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 right, 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. OUR ABILITY TO PUBLICIZE YOUR ACHIEVEMENTS AND PERSONAL DATA

5.1 **Publicity.** We may disclose Your receipt of a Badge 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.

6. TERM AND TERMINATION

6.1 **Term.** This Agreement commences on the date You accept this Agreement and continues during any Examinations 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 Examination fraud as described in Section 2.3 of this Agreement or if You conduct business in violation of Section 3.2 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 to 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.

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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 provided to Us during the Your ordering process. 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.

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.

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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 the 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

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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 procedures



(collectively referred to as "Employment Terms and Conditions"), shall be settled in favor of the Employment Terms and Conditions.

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