

By participating in the Pure Storage Certification Program (the "Program"), you agree to these Certification Terms and Conditions (collectively, the "Terms") which apply for the duration of: (a) your participation in the Program; or (b) a period of one (1) year following your most recent testing attempt if you fail to qualify for the Program.

I am attempting to qualify for a Certification in the Program, and affirm that I have met Pure's eligibility requirements for certification.

1. In order to be Certified within the Program, I shall:
 - a. Comply with all Program instructions, policies, processes, procedures, and guidelines;
 - b. Provide truthful information about my identity, documentation, and profession in response to any Pure request related to the Program;
 - c. Not share or compromise any Program content, questions, or answers related to any certification attempts;
 - d. Take any exams, without any assistance from another person, as reasonably requested by Pure;
 - e. Not submit any files or provide any materials or data written by anyone else, and doing so is considered plagiarism which is grounds for immediate revocation of my Certification within the Program;
 - f. Report anyone who steals, shares, colludes, or otherwise undermines Pure's process for Certification within the Program; and
 - g. Uphold myself to the highest standards of professional conduct while participating in the Program and Certification process.
2. I acknowledge and agree that my failure to comply with these Terms may result in any of the following at Pure's discretion:
 - a. If prior to Certification,
 - i. Abandonment and cancellation of any pending Certification attempts; and
 - ii. Dismissal from the Program; or
 - b. If after Certification,
 - i. Cancellation of any Certification; and
 - ii. Dismissal from the Program.
3. Certification within the Program requires that I successfully pass those Pure exams related to the Program (each, an "Exam"). Once I have successfully passed an Exam and am awarded Certification, I acknowledge and agree that:
 - a. Certification lasts for a period of 24 months from the date of successful completion of the Exam with a passing grade;
 - b. Following month 24, my status within the Program is changed from "Active" to "Suspended/Active" for a period of three (3) months; and
 - c. If I don't successfully complete a re-Certification exam following that three (3) month period, my status within the Program is changed from "Suspended/Inactive" to "Expired"
4. You will receive your Exam results in your Certmetrics.com account within two (2) to four (4) days following your Exam date. You acknowledge and agree that Pure does not disclose

the exam content, questions, or correct answers in order to protect the integrity and confidentiality of all Exam content.

5. Upon successful completion of the Exam with a passing grade, your proof of Certification will be available in your Certmetrics.com account. The term of your Certification as well as the process for renewal is set forth in Section 3 of these Terms.
6. If you fail to receive a passing grade on any Exam, you must wait a period of at least 72 hours prior to re-scheduling any reattempt of the Exam.
7. I shall provide any feedback reasonably requested from me by Pure about the Program, the Certification process, or any Exam. Pure retains title, ownership, and all rights to the Program and all related content and information, including anything else that Pure makes available to me. The Program, and all related content, including anything else Pure makes available to me are Pure's confidential information (collectively, "Confidential Information"). The following are not considered Confidential Information: (a) information I rightfully knew before receiving it from Pure; (b) information that was disclosed to me by a third party without a violation of law or any other confidentiality obligation; or (c) information that was already in the public domain. I shall immediately notify Pure if I ever receive a request to disclose Confidential Information. I shall keep all of Pure's Confidential Information secret and use it only for the limited purpose of participating in the Program.
8. Pure and its subcontractors may monitor my Exam attempts and collect and store related data.
9. Participating in the Program or receiving Certification from Pure are neither endorsements of my employability, nor guarantees of my future work or performance. I acknowledge and agree that I do not have a partnership, employer-employee, agency, or joint venture relationship with Pure by virtue of my attempts to, or actual participation in, the Program. I further acknowledge and agree that: (a) I am not entitled to any compensation, stock, or other rights or benefits accorded to Pure employees (collectively, "Pure Benefits"); (b) I waive any right to Pure Benefits; and (c) I promise never to claim any Pure Benefits.
10. Pure is in compliance with the U.S. government's list of embargoed countries. The current list of these embargoed countries is: Cuba, Iran, North Korea, Sudan, Syria, and Crimea. I acknowledge and agree that: (a) I am required to provide approved identification evidencing residence in one of these non-embargoed countries in order to participate in the Program; and (b) if I fail to provide such evidence, I will not be allowed to participate in the Program.
11. I acknowledge and agree that Pure reserves the right to modify the Certification process and these Terms from time to time and for any reason. If I do not agree to any changes in the Certification Process or these Terms, I shall provide Pure with written notice to terminate my participation in the Program.
12. Pure may terminate my participation in the Program at any time and upon written notice, without any liability if in Pure's sole discretion, I have failed to adhere to these Terms or any other instructions, rules, or guidelines applicable to the Program. I shall cease all use of the Program upon any termination.
13. In order to maintain my Certification within the Program, I acknowledge and agree that: (a) I must recertify every 24 months; (b) Pure is under no obligation to remind me of my recertification deadline; (c) all future recertification Exams reflect then-current

development standards and practices; and (d) I am solely responsible for staying educated and informed on relevant advancements in order to pass an Exam.

14. Notwithstanding anything to the contrary in these Terms: (a) Pure, its parents, subsidiaries, affiliates, and their respective directors, officers, shareholders, and employees (collectively, the "Pure Parties") shall not be liable for any incidental, indirect, special, punitive, exemplary, or consequential damages; and (b) the aggregate liability of the Pure Parties arising out of, or related to these Terms, any Exam, or the Program shall not exceed \$100.00.
15. These Terms are governed by California law. Each party consents to the exclusive jurisdiction of, and venue in, the federal and state courts located in Santa Clara County, CA.