

CERTIFICATION PROGRAM AGREEMENT

This Certification Program Agreement (this “**Agreement**”), as may be amended from time to time, is entered into by and between you (“**you**” or “**your**”) and Ping Identity Corporation (“**Licensors**”).

1. PURPOSE. This Agreement describes the terms under which Licensors may authorize you to make use of certain Certification Marks and Certification Program benefits. If you do not accept this Agreement, you are opting out of the Certification Program and you may not access or use any Certification Mark or other benefit.

2. DEFINITIONS.

2.1 “Certification” means passing the requisite exams and meeting and maintaining compliance with all requirements for entitlement to use the corresponding Marks and benefits as described in the Program Guide.

2.2 “Certification Marks” or “**Marks**” means the specific name(s), mark(s), logo(s), or digital badge(s) designated for a specific Program as identified in the Program Guide.

2.3 “Certification Program” or “**Program**” means the Licensors program that certifies technology professionals’ skills related to a particular Licensors product, service, or technology as described in the Program Guide.

2.4 “Program Guide” means Licensors’ then current online documentation for a Certification Program.

3. CERTIFICATION AND LICENSE GRANT.

3.1 Achieving Certification. To obtain a Certification and to use the corresponding Mark(s), you must: (i) accept and agree to comply with this Agreement, (ii) pass all required exams and satisfy all other requirements identified in the Program Guide, and (iii) receive written notification by Licensors that you have achieved Certification status for the applicable Program.

3.2 Use of Certification Marks. Subject to and expressly conditioned upon the successful completion of all requirements for Certification, Licensors hereby grants you the right to use the corresponding Marks for the active Certification(s) you have earned in accordance with this Agreement, the Program Guide, and all continuing Certification requirements. You will use the Marks in a manner that does not derogate from Licensors’ rights in the Marks, and you will take no action that may interfere with or diminish such rights.

3.3 Maintaining Certification. You may maintain a Certification by completing all continuing requirements described in the Program Guide. Ongoing certification may be limited by, or subject to, a validity period, which shall be defined in the Program Guide. Licensors has the right not to grant or renew Certification status if Licensors, in its sole discretion, determines that your Certification or use of the corresponding Marks may adversely affect Licensors. Licensors reserves the right to discontinue a Program, in whole or in part, or modify the requirements for obtaining or maintaining any Certification at any time. You are solely responsible for keeping yourself informed of Licensors’ continuing Certification requirements and for maintaining your Certification. If you do not complete all requirements for maintaining a Certification, your Certification for that particular Program will be revoked without further notice, and all related benefits (including use of a Mark) will terminate.

3.4 Disclosure of Your Personal Information. You acknowledge and agree that Licensors collects certain information about you to operate and run the Program. You grant Licensors the right to share with third parties and/or publish your name, contact information, Certification status, and course authorizations, in whole or in part, in connection with

your participation in the Program. It is your responsibility to ensure that such information provided to Licensors is current and accurate.

3.5 No Transfer of Certification. You retain your Certification status if you leave your current employment and/or begin working with a new organization. However, you may not transfer your Program Certification to another person.

3.6 Confidential Exam Content. You agree that the content of Certification exams, including exam questions and answers, are Licensors’ confidential information and are protected by trade secret laws. You may not disclose or discuss any exam content with another person or publish any content in any forum or through any medium. In addition to other legal remedies available to Licensors to protect exam information, a person that violates this provision or engages in any fraudulent exam behavior may be decertified and declared ineligible to participate in the Program in the future.

3.7 Program Benefits Provided by Third-Party. Some of the Program benefits may be provided by a third-party. You understand and agree that your relationship with respect to those benefits are with that third-party directly and not with Licensors. Licensors is not responsible for any Program benefit provided by a third-party and Licensors does not sponsor or endorse the third party vendors or its services or products.

4. TERM AND TERMINATION.

4.1 Term. This Agreement begins on the earlier of (i) the date you accept the Agreement and begin taking a Certification exam, or (ii) the date you access or use a Certification Program benefit or Mark, and shall terminate as provided below. If after achieving a Certification you later upgrade your status to include any other Program Certifications, this Agreement will remain in effect and govern your right to use any other Program benefits or Marks.

4.2 Termination. Either party may terminate this Agreement without cause by giving 30 days prior written notice to the other party. Licensors may terminate this Agreement immediately upon written notice if you fail to comply with any applicable Certification requirements, the terms of this Agreement, or engage in activities that compromise the integrity of Licensors’ certifications or that may adversely affect Licensors’ reputation. This Agreement will automatically terminate if you lose your Certification status, or if Licensors cancels the Certification Program.

4.3 Effect of Termination. Upon termination of this Agreement for any reason, all rights granted to you under the Agreement are immediately terminated. You must immediately: (i) cease all display, advertising, and other use of the Marks and Program benefits; (ii) stop identifying yourself as a participant in the Program; (iii) cease all activity relating to the Program; and (iv) destroy any associated materials that you received as part of the Program and return all trademark collateral to Licensors. You agree that neither Licensors nor its affiliates or suppliers will be liable to you or a third-party for costs or damages resulting from Agreement termination or Certification cancellation.

5. YOUR RESPONSIBILITIES. You agree to conduct business in a manner which: (i) reflects favorably at all times on the products, goodwill, and reputation of Licensors; (ii) avoids deceptive, misleading, or unethical practices; (iii) avoids making any representations, warranties, or guarantees regarding Licensors or its products; and (iv) complies with copyright and other intellectual property and proprietary rights protections for Licensors exams, software, development tools, and other products or technology. You may not enter into any third-party agreements which would in any manner affect the rights of, or bind, Licensors without Licensors’ prior written consent.

6. RESERVATION OF RIGHTS. Licensor reserves all rights not expressly granted in this Agreement. You acknowledge Licensor's sole ownership of the Marks and any associated goodwill, and agree Licensor retains all right, title, and interest in and to the Marks and goodwill.

6.1 No Registration By You. You agree not to file any trademark, service or certification mark, or other mark or name in any country, for any mark or name that in Licensor's opinion is similar to or that contains in whole or in part a Licensor name, trade, or other mark. You agree not to register or use as your own any internet domain name which contains Licensor's name or Marks or which is confusingly similar thereto.

6.2 Protection of Rights. You agree to assist Licensor, to the extent reasonably necessary and at Licensor's expense, to protect or to obtain protection for any of Licensor's rights to the Marks. In addition, if Licensor requests that you discontinue using the Marks and/or substitute using a new or different mark, you will immediately comply, cease use of such requested Marks, and cooperate fully with Licensor to ensure all legal obligations have been met with regards to use of the Marks.

7. NO WARRANTIES. LICENSOR DOES NOT GUARANTEE YOUR SATISFACTION WITH THE PROGRAM OR YOUR RESULTS. LICENSOR(S) AND ITS AFFILIATED COMPANIES AND SUPPLIERS MAKE NO WARRANTIES REGARDING THE CERTIFICATION PROGRAM OR MARKS AND HEREBY DISCLAIM ALL WARRANTIES THAT MAY BE IMPLIED BY LAW INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL LICENSOR, ITS AFFILIATES AND THEIR RESPECTIVE SUCCESSORS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS BE LIABLE (WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR INTERRUPTION OF BUSINESS) SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

9. INDEMNIFICATION. You agree to defend, indemnify, and hold harmless Licensor, its affiliates and their respective successors, directors, officers, employees, and agents from and against any and all third-party claims, demands, costs, liabilities, judgments, losses, expenses, and damages (including attorneys' fees) arising out of, in connection with, or related to (i) your participation in the Program; (ii) your use of any Mark in a manner which is in any way inconsistent with the terms of this Agreement; and (iii) your performance or non-performance under this Agreement. If Licensor seeks indemnification from you under this provision, Licensor will promptly notify you in writing of the claim(s) brought against it for which it seeks indemnification.

10. GENERAL PROVISIONS.

10.1 Governing Law. The laws of the State of Colorado, United States of America (without reference or giving effect to any conflict of laws principles that would require the application of the laws of any other jurisdiction) govern this Agreement and all matters arising out of or relating to this Agreement, including, without limitation, validity, interpretation, construction, performance, and enforcement. Any dispute, action, claim or cause of action arising out of, relating to, or in connection with this Agreement or the Program shall only be brought in and is subject to the exclusive jurisdiction of the state and federal courts located in Denver, Colorado. Each party waives, to the fullest extent of the law, any objection to venue in such courts, and each party hereby irrevocably submits and consents to the exclusive jurisdiction of such courts.

10.2 Survival. Any provisions that are by their nature intended to survive termination of this Agreement will continue to survive following termination, including without limitation Section 3.6 (Confidential Exam Content), 6 (Reservation of Rights), Section 7 (No Warranties), Section 8 (Limitation of Liability), Section 9 (Indemnification), and Section 10 (General Provisions) survive the termination of this Agreement.

10.3 Modifications, Amendments, and Non-Waiver. Licensor reserves the right to modify the Agreement terms from time to time. In the event of a modification, executing a new agreement may be a condition of continued Certification. This Agreement will not be supplemented or modified by any course of dealing or usage of trade. No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion.

10.4 Assignment. Neither this Agreement or any of your rights or obligations arising under this Agreement may be assigned without Licensor's prior written consent. This Agreement is assignable by Licensor.

10.5 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. You may not represent yourself as an agent or legal representative of Licensor, or make any representation, warranty, or promise on Licensor's behalf.

10.6 Compliance with Laws. You agree to comply with all laws, regulations, and orders of any governmental body which are applicable to your activities related to this Agreement. You agree to cooperate if any governmental body with jurisdiction over you prohibits your use of the term "engineer" or another term in connection with your Certification under this Agreement. You acknowledge and agree that some states and countries regulate the use of the term "engineer," and you should comply as applicable with any such laws.

10.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in force and effect.