

Icinga Certification Agreement and Terms of Service

This Certification Agreement (the "Agreement") is entered into between you and Icinga GmbH ("Icinga") as of the date of your exam registration (the "Effective Date").

You and Icinga agree to the following:

§1 Confidentiality and Intellectual Property Ownership

§1.1 Confidentiality

Icinga makes exams available to you solely to test your knowledge of the exam subject matter for which you seek Certification or a Credential. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any exam and any related information including, without limitation, questions, answers, worksheets, computations, drawings, diagrams, length or number of exam segments or questions, or any communication, including oral communication, regarding or related to the exam (known collectively as "Confidential Information"), in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose.

Confidential Information includes the contents of the exam, which may not be disclosed as set forth above, including to any employee not affiliated with the Icinga Certification Program. A disclosure of Confidential Information by any means in violation of this Agreement undermines the integrity and security of the Program.

§1.2 Intellectual Property Ownership

Examination Materials are proprietary, confidential and copyrighted materials of Icinga (except open-source code incorporated therein, which may have other copyright holders and is used pursuant to the applicable open-source license). Violators of copyright law are subject to injunctions, civil liability, forfeiture of profits, punitive damages and other legal sanctions. Icinga will take appropriate legal action against you to protect Icinga's rights if you breach the provisions of this Section.

§2 Certification

§2.1 Certification Requirements

Certification is based upon a candidate meeting the minimum requirements of the Program, including achieving passing scores on required examinations in accordance with Icinga's testing guidelines. If these requirements are met a candidate will receive a certificate from Icinga signifying their accomplishment. If Certification expires (see Section 2.2), then the candidate must retake the examination and again achieve passing scores to renew the Certification.

While Icinga does provide an exam score, no representations are made beyond whether the candidate has demonstrated minimum competence.

Certification is only available for natural persons, not corporations or other legal entities. Should the candidate misuse any certificate or Marks associated with any of the Certification schemes, appropriate action will be taken to resolve the case and prevent recurrence. Serious and/or continuous misuse will give rise to Certifications being withdrawn and legal action being taken as appropriate. (Use of Marks is defined in Section 2.6.)

§2.2 Certification Period

Certifications expire 48 months from the date that the Program certification requirements are met by a candidate.

Candidates must meet Certification renewal requirements prior to the expiration date of their certification to maintain active certification. If Certification renewal requirements are not met before the expiration date, Certification will be deemed revoked without further action by Icinga and this Agreement shall terminate effective as of the expiration date, subject to the provisions of Section 6.3.

§2.3 Program Changes

Icinga may, in its sole discretion, change the Program without notice. Such changes may include, without limitation, adding or deleting available Certifications and modifying Certification requirements, testing objectives, outlines, recommended training courses, and exams. It is your responsibility to keep informed of any such modifications and if applicable, to complete new requirements for maintaining and/or renewing Certification. If any Icinga Certification requirements are modified, this Agreement and your Icinga Certification may be terminated by Icinga without further notice, unless you adhere to any applicable Icinga Certification requirements.

§2.4 Certification Revocation

Icinga will revoke Certification if you fail to comply with Certification renewal requirements. In addition, Icinga may, in its sole discretion, revoke all Certifications you may have earned and permanently ban you from earning future Certifications under any of the following circumstances:

- If you use profanity, threaten to harm, bully or in any way harass any Icinga or Exam Proctoring Partner employee or contractor (whether verbally or in writing, including through electronic communications or external web postings).
- If you breach the terms and conditions of this Agreement.
- If Icinga determines, in its sole discretion pursuant to Section 4, that you have undertaken or participated in Exam Misconduct as defined in Section 3.3.
- If you have been convicted of a crime that Icinga deems, in its sole discretion, in any way harms or affects Icinga's or the Program's reputation, goodwill or security; or
- If you have lost or settled a civil case in which Icinga is the plaintiff and the claim arose from any alleged damage to Icinga, its brand, goodwill or reputation.

§2.5 Certification or Testing of Minors

If you are under the age of 18 years old, you are not eligible for testing or Certification. Icinga reserves the right to impose additional restrictions to comply with local data protection laws.

§2.6 Use Of "Icinga Certified" Mark(s)

If you successfully pass an Exam and receive written indication from Icinga that you may use the Mark corresponding to the Exam, then Icinga grants you a nonexclusive revocable license to use that Mark for the purpose of indicating that you have achieved the Credential or Certification. This license will terminate immediately upon a material breach of this Agreement, upon termination of this Agreement, or if Icinga notifies you of a violation of the rules in this section regarding your use of the Mark and within seven days, in the sole discretion of Icinga, such violation of the rules is not corrected. The rules are:

- You shall not use the Mark for any purpose other than to indicate your status as having been Certified or achieved a credential
- The only person to use the mark will be You; You will not allow its use of any other person or legal entity on your behalf
- You agree that your use of the Mark may be terminated at any time if, in the sole discretion of Icinga, Icinga determines that you are in breach of this agreement
- You agree to only use the Mark in the form provided to you by Icinga, and not to modify the color, text, proportions or other aspects of the Mark except for the size, which may be adjusted in even proportion
- You agree not to take any action that might injure the brand image and/or goodwill embodied in the Mark, or in any other marks owned or licensed by Icinga, including without limitation the "Icinga" trademarks.
- You agree not to make partial or entire use of the Mark as part of your own name or business name, and will not combine the Mark with any other of your marks or logos
- You agree that all right, title, and interest in the Mark shall remain with Icinga. You agree not to challenge the ownership or any other rights of Icinga in the Mark, or other marks licensed or owned by Icinga, including without limitation the "Icinga" name and logos
- You will not file in any application or registration for any trademark that is similar or identical to the Mark or to any other marks owned by Icinga

§3 Examination

§3.1 Consent to Photo, Video and Audio Recording

Candidates must consent to having their photo taken and may be required to scan their government issued identification for the exam proctoring team. These will be used for identity verification only and are not retained for any other purpose.

In addition, live audio, video, chat log, and desktop feed of a candidate's testing session will be screenshared and streamed to a remote proctor and recorded. Test session recordings are stored for no more than 90 days. The recordings are only accessed by authorized exam proctoring staff and only to prevent irregularities or in the event of a candidate appeal regarding an exam session.

§3.2 Exam Rules and Policies

Candidates must comply with the following rules and policies during the Exam, and Icinga cannot release the Exam until the Candidate has indicated that they have read, understood and accept these rules and policies:

Testing Location Rules

- Room must be quiet, private and well lit
- Bright lights or windows should not be positioned behind the Candidate
- Testing from public spaces such as coffee shops, stores, etc. is not allowed
- No one other than the Candidate can be present in the room
- Desk must be clear of all notes and electronics

Candidate Conduct Rules During Exam

- Candidate is not allowed to communicate with anyone during the Exam
- Candidate is not allowed to read the questions out loud, to themselves, during the exam
- Candidate is not allowed to leave their desk or step out of view of the webcam, unless they have been granted specific permission
- Candidate is not allowed to eat, drink (except clear liquids as per rule below), or chew gum
- Candidate is not allowed to wear any electronic device in their ears, on their face or on their body unless medically necessary
- Candidate must refrain from making excessive and/or repetitive noise
- Candidate must refrain from covering their mouth and/or face
- Candidate is not allowed to write or enter input on anything (whether paper, electronic device, etc.) outside of the Exam console screen
- Candidates must refrain from inappropriate or questionable behavior including, but not limited to, failing to follow proctor requests, looking off the screen, and using forbidden resources.

The following resources are forbidden during the Exam:

- Use of devices other than the exam desktop
- Notes or unauthorized materials
- Unauthorized digital resources
- Notepads
- Course manuals
- Devices external to computer on which they are taking the exam, including but not limited to: mobile phones, PDAs, wearable computers, smart glasses, smart watches

Policy on Warnings and Exam Terminations

- Certain kinds of violations will result in a warning from the Proctor, while certain other violations result in IMMEDIATE TERMINATION OF THE EXAM WITHOUT WARNING.
- If a warning is issued by the Proctor, the Exam will be paused until the Candidate is able to amend or resolve the observed violation.
- If a Candidate is found to be in violation of the same rule more than twice or is found to be in violation more than four times on any combination of rules, the Exam will be terminated immediately.
- The following actions result in IMMEDIATE TERMINATION OF THE EXAM WITHOUT WARNING:
 - Candidate is observed to be copying Exam content, whether with software, external device(s), manual transcription, or other means
 - Candidate steps out of view of the webcam for extended amount of time without the permission
 - Someone other than the Candidate is observed to complete or assist with any part of the Exam (e.g. by using Remote Access Software or Proxy Testing)
 - A discrepancy exists between the input on a Candidate's screen and the Candidate's observed activity

§3.3 Exam Misconduct Policy

Candidates engaging in Exam Misconduct, as defined below, will not be allowed to complete the Exam or receive an exam result. Such candidates will also be barred from taking any other Icinga Exam and if applicable, will have any active Icinga Certification(s) or Credential(s) withdrawn. Refunds will not be given, and rescheduling will not be allowed in the event of early termination of an exam due to misconduct. Misconduct may, at any time, result in application of the sanctions specified in Section 4. You shall adhere to all Program rules and shall not engage in any action to subvert, or attempt to subvert, the examination process ("Exam Misconduct") including but not limited to:

- Failing to comply with the Exam Rules and Policies as listed in Section 3.2
- Disseminating actual exam content by any means, including, but not limited to, web postings, formal or informal test preparation or discussion groups, chat rooms, reconstruction through memorization, study guides, or any other method, as well as providing exam content or information to any person not

expressly authorized by Icinga to receive such content or information (including but not limited to an Icinga employee who is not part of the Certification Program staff)

- Copying or otherwise transferring, modifying, making derivative works of, reverse engineering, decompiling, disassembling, or translating any Exam or any part thereof
- Seeking and/or obtaining unauthorized access to examination materials (this includes using recollections of others or materials from previous administration of any Exam, a.k.a. braindump material, and/or any unauthorized publication of Exam questions with or without answers)
- Using falsified or altered certificates, score reports, or other documents or electronic media to misrepresent Certification or Credential status
- Allowing another person, or an organization in which you are not actively involved, to use your credentials to obtain employment or promotions
- Providing falsified information, documentation or statements as a means of a false identity, false address or solicitation of someone to take a test on another's behalf
- Giving, Receiving or obtaining assistance by improper means (e.g. using AI or ChatGPT) during the examination or attempting to do so
- Making notes of any kind during the Exam, whether on paper or via digital means (other than using the notepad provided within the exam browser tab)
- Possession of non-authorized items during the Exam
- Accepting or providing improper assistance on your Exam or Exams taken by others (e.g. by using Remote Access Software)
- Removing or attempting to remove Exam material (in any format)
- Intentionally or otherwise repeatedly causing a disturbance of any kind during the Exam
- Tampering with the exam server and its environment or attempting to use it for any function other than taking an Icinga Exam
- Modifying and/or altering the results and/or score report for this Exam or any other Exam record
- Using computer scripts to register for Exams
- Misconduct as determined by Data Forensics as defined in Section 3.4
- Failing to adhere to any Icinga or Exam Proctoring policy, procedure, rule, or instruction
- Using profanity, threatening to harm, bully or in any way harass any Icinga Exam Proctoring employee or contractor (whether verbally or in writing, including through electronic communications or external web postings)
- Otherwise violating the terms of Icinga's Certification Agreement and Terms of Service

§3.4 Accuracy and Integrity of Examination Process

Upon completion, exams are scored automatically, and a score report will be made available within 24 hours. Icinga Exam Proctoring staff will review your exam record for scoring accuracy, for evidence of possible misconduct, and for response patterns that may suggest that your scores do not represent a valid measure of your knowledge or competence as sampled by the examination (measurement error). Icinga will use statistical analyses of exam data ("Data Forensics") to identify patterns indicative of test fraud, including cheating and piracy.

Icinga reserves the right to invalidate your exam score and certification result if review of your exam record reveals scoring inaccuracies (attributable to Icinga Exam Proctoring staff) or response patterns indicative of possible misconduct or measurement error. If Icinga determines that an Exam score is invalid due to issues that are beyond the control of the candidate, the candidate will be advised of options to retake the Exam at no charge.

§4 Exam Misconduct

If Icinga, in its sole discretion, determines that you have engaged in Exam Misconduct (as specified in Section 3.3), you will receive written notice of the violation(s) and sanctions. It will be your sole responsibility to ensure that Icinga has your current email address and any notice by Icinga will be effective upon sending to the last email address you provided to Icinga.

Icinga will consider the circumstances of the violation, including information related to the frequency of violations and their implications on the security of exam content and on the reputation of the Certification Program. Sanction decisions may include, but will not be limited to, cancellation of your exam score, a temporary or permanent ban on future Icinga examinations and the cancellation of previously earned Icinga Certification.

§5 Appeals

If sanctions are imposed pursuant to Section 4, or your exam score is invalidated pursuant to Section 3.3, you will have thirty (30) calendar days from the date of your notification letter to file an appeal.

If you believe you have valid grounds for an appeal, please send an email to info@icinga.com. Incomplete submissions will not be considered nor will requests be received after the thirty (30) calendar day period.

If Icinga determines that a request for appeal is filed within the allowable time, the submission follows required guidelines for consideration and the original sanction and invalidation decision is upheld by Icinga. You may expect to receive a written response from Icinga within approximately fourteen (14) calendar days after submitting the Appeal.

§6 Term and Termination

§6.1 Term

The Agreement commences when you first accept this Agreement and shall remain in effect until terminated pursuant to its terms.

§6.2 Termination for Convenience

Either you or Icinga may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other.

§6.3 Termination by Icinga

Icinga may, in its sole discretion, terminate this Agreement at any time if you breach any of the material terms of this Agreement (including, without limitation, the terms set forth under Exam Misconduct in Section 3.3), or if you violate or fail to meet any Program requirements.

§6.4 Notice of termination

All notices of termination must be made in accordance with the notice requirements set forth in Section 10.6 below. Icinga will provide you written notice of termination at your last known address or email. Termination notices sent by Icinga are effective as of the date set forth in the notice. Written notices of termination directed to Icinga are effective upon receipt by Icinga. Icinga, without waiving its right to immediately terminate this Agreement, may provide you with thirty (30) days notice to correct any default if this Agreement is terminated under Section 6.3. If Icinga permits such a cure period, your failure to cure any default within the cure period shall automatically cause the termination of this Agreement without further notice.

§6.5 Effect of Termination

Upon the termination of this Agreement or Icinga's revocation of your Certification, you shall immediately cease to represent yourself as Certified by Icinga.

§7 Limitation of Liability

IN NO EVENT WILL ICINGA'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED AMOUNTS PAID BY YOU PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL ICINGA BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ICINGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. ICINGA'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE EURO AMOUNT OF THE PAYMENTS MADE BY YOU TO ICINGA FOR CERTIFICATIONS.

§8 Privacy and Delivery of Certification Information to Third Parties

You acknowledge that your personal information includes, without limitation, your photograph, signature, biometric data or any other personally identifying data collected from you by Icinga, and you agree to allow Icinga to gather and store this information. Your personal information may be shared outside Icinga and its authorized third-party vendors under the following conditions and you consent to such disclosure by your execution of this Agreement:

Verification of Certification. Icinga often receives requests from third parties, particularly employers, to verify an individual's Certification status. Icinga may, but has no obligation to, provide such information about your Certification status to others. Icinga provides such information as a courtesy to you, and you agree that Icinga has no liability for providing this information.

In response to verification inquiries that are submitted against a specific Certificate ID number and that include the Last Name corresponding to that certificate, Icinga will disclose the candidate's name, certification title and status, and date of certification for that Certificate ID.

I HEREBY AUTHORIZE ICINGA GmbH("Icinga") TO DISCLOSE MY NAME, CERTIFICATE ID AND TITLE, THE DATE UPON WHICH SUCH ACHIEVEMENT WAS MADE, AND STATUS AS BEING ACTIVE OR INACTIVE, TO ANY PERSON OR ENTITY THAT MAKES A REQUEST TO ICINGA REGARDING A SPECIFIC CERTIFICATE ID NUMBER, PROVIDED THAT THE REQUEST ALSO INCLUDES THE LAST NAME THAT CORRESPONDS TO THAT CERTIFICATE ID.

Data Sharing. Icinga may also share personal data provided by the candidate and details of examination scores with a third party, including Exam Proctoring Partners, in order to administer the Exams, to improve the testing program and experience, to facilitate statistical analyses, and to determine if Candidate passed the Exam.

Limited Disclosure. Icinga may share your information in the following ways: (a) to comply with the law or legal process (such as responding to subpoenas or court orders), (b) to exercise our legal rights or defend against legal claims related to this Agreement, (c) to investigate, prevent, or take action regarding illegal activities, suspected or potential fraud, and brand protection matters (such as use of Icinga's trademark without a license), (d) situations involving potential threats to the physical safety of any person.

Candidate Information may be transmitted or otherwise transferred outside of the country or geographic region in which you reside or in which you took any Icinga examination. You are aware that data protection regulations in other countries, may not fully correspond with data protection regulations in your region and may provide less effective protection.

§9 Assignments

You may not assign any rights, licenses or obligations received under this Agreement to anyone. Any attempted assignment in violation of this Agreement is null and void and without effect.

§10 Miscellaneous

§10.1 Waiver and Modification

You waive any right to challenge the validity and enforceability of this Agreement on the grounds that it was transmitted and entered electronically. You agree that entering into the Agreement electronically is equivalent to signing the Agreement. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by both you and Icinga.

§10.2 Severability

If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible to affect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.

§10.3 Survival

Sections 1 (Confidentiality and Intellectual Property Ownership), 2.4 (Certification Revocation), 3.3 (Exam Misconduct Policy), 4 (Exam Misconduct), 6.5 (Effect of Termination), 7 (Limitation of Liability), 8 (Privacy and Delivery of Certification Information to Third Parties), and 10 (Miscellaneous) will survive termination of this Agreement.

§10.4 Controlling Law and Jurisdiction

This Agreement will be governed exclusively by the internal laws of the Federal Republic of Germany, without reference to: such State's principles of conflicts of law; the 1980 United Nations Conventions on Contracts for the International Sale of Goods; or other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts in Germany.

§10.5 Entire Agreement

This Agreement constitutes the entire agreement between you and Icinga with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

§10.6 Notices

All notices sent or required to be sent shall be in writing or by e-mail to the other party at the address for the other party set forth below. It shall be your sole responsibility to ensure that Icinga has a current address for you.

§11 Terms of Service

This registration gives you eligibility to take the exam for which you registered ("Exam") within 12 months of the registration date.

§11.1 Refund Policy for Exam Registration Fees

You may request a refund of exam registration fees if both of the following are true:

- (a) Your exam registration purchase was less than fourteen (14) business days ago AND
- (b) You have not yet scheduled or taken an exam

For exam purchases made through an Authorized Icinga Partner, contact the specific Partner to check eligibility for an exam registration refund.

§11.2 Retake Policy

One (1) retake per Exam purchase will be granted in the event that a passing score is not achieved, and Candidate has not otherwise been deemed ineligible for Certification or retake.

Unless otherwise indicated in the exam order, the retake must be taken within 12 months of the date of the original Exam purchase.

For exam purchases made through an Authorized Training Partner, contact the specific Partner to check eligibility for a retake.

§12 Confirmation

By indicating your acceptance of the terms and conditions of this Agreement, you hereby represent to Icinga that you: (1) have read and understood the terms of this agreement; and (2) are eighteen years of age or older. You acknowledge that Icinga is relying upon such representations in granting certification. Icinga shall have the right to deny certification should you fail to meet these requirements or in the event otherwise prohibited by law.