

CERTIFICATION CANDIDATE PRE-TEST AGREEMENT

THIS AGREEMENT GOVERNS ALL CERTIFICATION TESTS OFFERED BY OR ON BEHALF OF SUN MICROSYSTEMS, INC., AND ITS SUBSIDIARIES AND AFFILIATES ("SUN"). SUN IS WILLING TO DELIVER THE TEST TO YOU ONLY UPON THE CONDITION THAT YOU AGREE TO AND ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE SITTING FOR THE TEST. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND DO NOT CLICK ON "I AGREE" TO QUESTION 1 BELOW, THE TEST WILL STOP AND YOU WILL NOT BE PERMITTED TO SIT FOR THE TEST.

ALSO, IF YOU ARE AN EMPLOYEE OF EITHER i) SUN MICROSYSTEMS, INC. OR ANY OF ITS SUBSIDIARIES OR AFFILIATES, OR ii) ANY COMPANY OR OTHER ENTITY PARTICIPATING IN A SUN RESELLER OR AUTHORIZED DELIVERY PROGRAM OF WHICH THIS TEST IS A PART AND YOU DO NOT CLICK "I AGREE" TO QUESTION 2b BELOW, THE TEST WILL STOP AND YOU WILL NOT BE PERMITTED TO SIT FOR THE TEST.

A. **Certification Test.** You understand and agree that the certification test means all test content and associated materials, including each item or question; each test component; any exercises, problems for resolution or assignments (collectively the "assignment"); any software or code associated with the assignment; any pre-test or practice tests or questions; your test answers and assignment solutions; and any user identification (collectively, the "Test"). You further understand and agree that Sun or its licensors own all right, title and interest, including the copyright and other intellectual property interest, in and to the Test, and that the Test is considered Sun confidential and proprietary information. Sun does not grant You any right to use the Test or any portion thereof other than for the sole purpose of sitting for and completing the Test.

B. **Compliance with Testing Regulations.** You agree that You will comply with all testing regulations required by Sun or Sun's authorized contractors administering the Test or Sun's certification program (the "Certification Contractors"), including, without limitation, the policies located at Sun's certification web site (<http://suned.sun.com/US/certification/register/policies.html>) and the following:

1. **No Cheating.** You agree that all work submitted by You in completing the Test and in satisfaction of the certification requirements, including Test answers, assignments resolutions and personal registration information is entirely your own. You will neither: (a) provide or accept improper assistance; nor (b) use unauthorized materials in attempting to satisfy certification requirements.
2. **No Misconduct.** You have read Sun's Misconduct Policy presently located at

Sun's certification web site and that you agree to comply with that policy. You agree that You will not (a) falsify your identity or impersonate another individual; (b) forge any Sun certification certificates, identification cards or other Test records; (c) engage in fraudulent conduct or misrepresent yourself as Sun Certified when You have not successfully passed the Test; (d) misuse or disclose to another your user identification or password for Sun's certification data base; (e) copy or reuse any Test voucher or voucher number; or (f) engage in any other misconduct that could be considered by Sun, in its sole discretion, as compromising the integrity, security or confidentiality of the Test or Sun's certification program.

3. No Disclosure. You understand and agree that the Test is confidential and proprietary information of Sun or its licensors. You agree to maintain the confidentiality of the Test for the duration of the life of the Test as determined solely by Sun, but not longer than five (5) years from the date You sit for the Test, and will not disclose, whether verbally, in writing or in any media, the Test or any part thereof. You agree to return any Test or part thereof to Sun upon completion of the Test. You further agree not to request any other individual to disclose any Test or any part thereof to You.
4. No Misuse of the Test. You agree that You will not copy, publish, offer to sell, sell, publicly perform or display, distribute or otherwise transfer, modify, make derivative works thereof, reverse engineer, decompile, disassemble or translate any Test or part thereof.
5. Retesting Policy. You have read Sun's Retesting Policy presently located at Sun's certification web site and agree to comply with that policy. You agree to wait at least two (2) weeks before retaking any Test that You previously failed and that You will not sit for and take the Test more than three (3) times within a calendar year without receiving prior written permission from Sun.
6. Recertification Policy. You have read Sun's Recertification Policy presently located at Sun's certification web site and agree to comply with that policy. You acknowledge and agree that should You successfully pass the Test and become Sun Certified, your Sun Certified status will expire on the date indicated in your certification identification card provided by Sun.
7. User Identification/Password. You understand and agree that Sun or the Certification Contractors will issue a confidential user identification to You, and in order to access Sun's certification data base in which your Test results will be stored, You will create your personal password to the data base when first accessing the data base. You agree that you will be responsible for maintaining the confidentiality of your user identification and password and for any and all liabilities resulting from any unauthorized use, misuse or disclosure of your user

identification or password. You agree to immediately notify Sun in writing at who2contact@sun.com in the event your user identification or password has been stolen, otherwise compromised or used by an unauthorized individual.

8. Test Materials. Sun or the Certification Contractors may impose restrictions or regulations governing the use of any materials that You may bring into the testing area and/or refer to during the Test. You agree to return any such testing material to Sun or the Certification Contractors, as may be directed upon completion of the Test.
9. Testing Facilities. Sun or the Certification Contractors may impose requirements regarding use of the testing facility, such as restricted access or no smoking policies, and You agree to comply with any such facility requirements.
10. Certification and Logo License Agreements. You acknowledge that if You successfully pass the Test, Sun may require that You enter into agreements which permit You to use the Sun Certified title subject to certain rights and obligations.

C. **Sun Action for Noncompliance.** You understand and agree that if Sun determines that You have failed to comply with any testing regulations in accordance with Section B of this Agreement or any other misconduct with respect to the Test, Sun has the right to deny You any further participation in the Test, revoke any pre-existing Sun certifications, your Sun Certified status and any other rights previously conferred on you by Sun, and to permanently bar You from any further participation in Sun's certification program.

D. **Sun Trademarks.** No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted to You under this Agreement.

E. **Disclaimer of Warranty.** **SUN'S PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION THE TEST, ARE PROVIDED TO YOU "AS IS." SUN DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EMPLOYABILITY OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.**

F. **Limitation of Liability.** **TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SUN BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SUN'S PRODUCTS AND SERVICES, INCLUDING**

WITHOUT LIMITATION THE TEST, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SUN'S LIABILITY TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU FOR THE TEST. You understand and agree that your exclusive remedy, and Sun's entire liability under this Agreement, will be to refund any amount paid by you to Sun for the Test.

G. **Data Privacy.** You acknowledge and agree that Sun will collect, store, process, use and manage both any personally identifiable data collected in the context of administering the Test and any data collected from the Test You have taken ("Personal Data") in order to administer the Test to You, process and validate your Test answers, provide the results of the Test to You, provide the certification documents to You upon successful completion of the Test, contact You with any certification satisfaction inquiries, and to administer Sun's certification programs, or as otherwise directed in writing by You to Sun. The Personal Data may be distributed outside Sun or its affiliated companies and may be transferred to Sun subsidiaries or affiliated companies or Certification Contractors in other countries as necessary for Sun's certification programs. Sun will maintain the Personal Data in a secure, password-protected data base controlled by Sun and/or the Certification Contractors and accessible by authorized persons only, and will store the Personal Data only for the length of time necessary to complete the process listed above and in compliance with related record retention policies. Sun respects your desire for privacy and has established an Online Privacy Policy which You may access at the following URL: <http://www.sun.com/privacy/>.

You may request a copy of or update your Personal Data by accessing the following URL: <http://www.galton.com/~sun>.

H. **English Version.** This Agreement has been written in English and will be the governing version of the Agreement. To the extent permitted under applicable law, You hereby waive any right You may have, if any, under any law or regulation to have this Agreement written in a language other than English.

I. **Governing Law.** Any action related to this Agreement will be governed by the substantive laws of the State of California without reference to the choice of laws rules thereof.

Question 1: BY CLICKING THE "I AGREE" BUTTON BELOW, YOU STATE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, AND THAT YOU AGREE THAT SUN MAY COLLECT, STORE, PROCESS, USE AND MANAGE YOUR DATA IN ACCORDANCE WITH SECTION G, "DATA PRIVACY," ABOVE.

{I Agree}

{I Do Not Agree} If You press this button, the Test will stop.

{Are You Sure You want to stop the Test?}

{Yes, I want to stop the Test} If You press this button the Test will stop and You may obtain a refund of the fees paid by You to Sun for the Test by following the directions printed on the score sheet You will receive at the conclusion of the Test.

{No, I want to go back to the candidate Pre-Test Agreement}
[If the candidate presses this button, return the candidate to the beginning of the Agreement.]

[The following questions will be asked only if the candidate answers “I Agree” to the previous question]

Question 2: THIS QUESTION HAS TWO PARTS:

Question 2a: ARE YOU AN EMPLOYEE OF EITHER i) SUN MICROSYSTEMS, INC. OR ANY OF ITS SUBSIDIARIES OR AFFILIATES, OR ii) ANY COMPANY OR OTHER ENTITY PARTICIPATING IN A SUN RESELLER OR AUTHORIZED DELIVERY PROGRAM AS DESCRIBED ABOVE, OF WHICH THIS TEST IS A PART?

{Yes, I am an employee of Sun or its subsidiaries or affiliates}

{Yes, I am an employee of a Sun reseller or authorized program participant} If You press either of these buttons, then You must click “I Agree” on Question 2b to proceed with the Test.

{No, I Am Not}[If the candidate presses this button, forward the candidate to Question 3 below.]

IF YOU CLICKED “YES, I AM” TO QUESTION 2a ABOVE, THEN YOU MUST CLICK “I AGREE” ON QUESTION 2B BELOW TO TAKE THE TEST.

Question 2b: BY CLICKING THE “I AGREE” BUTTON BELOW, YOU AGREE THAT THE INFORMATION COLLECTED MAY BE DISTRIBUTED WITHIN SUN AND OUTSIDE OF SUN TO THOSE PERSONS AND FOR THOSE PURPOSES REASONABLY RELATED TO SUN'S INTERNAL BUSINESS REQUIREMENTS AND SUN'S ABILITY TO IMPLEMENT AND ADMINISTER ITS RESELLER OR AUTHORIZED DELIVERY PROGRAMS BOTH WITHIN SUN AND OUTSIDE OF

SUN.

{I Agree}

{I Do Not Agree} If You press this button the Test will stop.

{Are You Sure You want to stop the Test?}

{Yes, I want to stop the Test} If You press this button the Test will stop and You may obtain a refund of the fees paid by You to Sun for the Test by following the directions printed on the score sheet You will receive at the conclusion of the Test.

{No, I wish to return to Question 2b.} [If the candidate presses this button, return the candidate back to Question 2b.]

YOU MAY TAKE THE TEST IF YOU CLICK “I DO NOT AGREE” ON QUESTIONS 3 & 4.

Question 3: Sun may use your Personal Data to contact You by email, fax, letter or telephone regarding product announcements, program information, events or other related Sun activities. (You may take the Test even if you press “I Do Not Agree”).

{I Agree}

{I Do Not Agree}

Question 4: Sun may share your Personal Data with other companies to have them contact You by email, fax, letter or telephone regarding product announcements, program information, events, or other related Sun activities. (You may take the Test even if you press “I Do Not Agree”).

{I Agree}

{I Do Not Agree}