



NUCLEAR UNIVERSITY

CERTIFICATION AND CONFIDENTIALITY AGREEMENT

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY TAKING ANY EXAM OFFERED BY NUCLEAR UNIVERSITY YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS CERTIFICATION AGREEMENT, PLEASE INDICATE THIS BY SELECTING THE “ACCEPT” BUTTON AT THE BOTTOM OF THIS AGREEMENT. SELECT “DECLINE” IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS SET OUT BELOW. IF YOU DO NOT ACCEPT THE TERMS OF THIS CERTIFICATION AGREEMENT YOU WILL NOT BE PERMITTED TO SIT FOR THE CERTIFICATION EXAM.

This Nuclear University (NU) Career Certification and Confidentiality Agreement (the “Agreement”) is entered into between you and Nuclear University, LLC (“NU”) as of the date of your acceptance (the “Effective Date”) which is the date you select the “ACCEPT” button.

In consideration of the mutual covenants and promises contained herein, you and NU agree as follows:

1 DEFINITIONS

- 1.1 Certification(s) means any in the set of professional certification programs offered by Nuclear University
- 1.2 Program(s) means any program or course of instruction offered by NU under this Agreement.

2 CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP

- 2.1 Confidentiality. You agree that the contents of the exam are confidential and that the disclosure of that information could compromise the integrity of the Program and of Certifications. NU makes exams available to you solely to test your knowledge of the exam subject matter for which you seek Certification. 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 “Proprietary Information”), in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose. A disclosure of Proprietary Information by any means in violation of this Agreement undermines the integrity and security of the Program.

- 2.2 Intellectual Property Ownership. NU retains all rights, title and interest in and to all Programs and Proprietary Information and related information, content, data, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein. All rights in the Proprietary Information are expressly reserved to NU.

Any unauthorized access, reproduction, distribution, or disclosure of Proprietary Information is a violation of U.S. and international intellectual property laws and treaties. NU may pursue all available remedies, which may include prosecution to the maximum extent possible under such laws and may result in severe civil and criminal penalties.

3 CERTIFICATIONS

- 3.1 Certification Requirements. To become NU Certified, you must meet the minimum requirements of the relevant Program, including achieving passing scores on required examinations in accordance with NU's testing guidelines. If you meet these requirements you will receive a certificate from NU signifying your accomplishment. NU reserves the right to change the Program without cause or notice. Such changes may include, without limitation: adding or deleting available Certifications and modifying certification requirements, recommended training courses, testing objectives, outlines and exams. You agree to meet the Program requirements, as changed, as a condition of obtaining and maintaining your Certification.
- 3.2 Certification Revocation. NU may at its sole discretion revoke any and all Certifications you may have earned, and permanently ban you from earning future Certifications, under any of the following circumstances:
- If you breach the terms and conditions of this Agreement; or
 - If NU determines, in its sole discretion, that you have undertaken or participated in exam misconduct.

4 EXAMINATIONS

- 4.1 Candidate Conduct Policy. NU has established rules to minimize whatever unfair advantage might be gained by candidate misconduct in the examination process. Confirmed allegations of misconduct may, at any time, result in application of the sanctions specified in Section 4.2. You agree to adhere to such rules and agree not to engage in any action to subvert, or attempt to subvert, the examination process ("misconduct") including but not limited to:

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.

Seeking and/or obtaining unauthorized access to examination materials.

Using falsified or altered certificates, score reports, or other documents or electronic media to misrepresent Certification status.

Except as authorized by an approved proctor or NU, possession in the testing area of any materials or equipment including but not limited to cellular phones, hand-held computers/personal digital assistants (PDAs), laptop computers, pagers or other electronic devices, watches, wallets, backpacks, briefcases, purses, hats, car keys, bags, vests, coats, books, notes, paper or documents and any writing materials.

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. Intentionally causing a disturbance of any kind in a testing facility.

Removing or attempting to remove exam material (in any format) from the testing area.

Tampering with the operation of the testing facility computer or attempting to use it for any function other than taking a certification examination.

Giving, receiving, or obtaining unauthorized assistance during the examination or attempting to do so.

Making notes of any kind while in the secure areas of the test center except on the writing materials provided at the test center for this purpose.

Failing to adhere to any NU policy, procedure, rule, or proctor instruction.

Altering or misrepresenting examination scores.

Sharing candidate registration account information with third parties.

- 4.2 Violations of the Candidate Conduct Policy. If NU, in its sole discretion, determines that you have violated the Candidate Conduct Policy set forth in Section 4.1, you will receive written notice of the violation(s) and sanctions. It will be your sole responsibility to ensure that NU has your current postal address and email address. Sanction decisions may include, but will not be limited to, cancellation of your exam score, a temporary or permanent ban on future NU examinations, and the cancellation of previously earned NU certifications.

- 4.3 Examination Grading. Following completion of your exam, you will be provided a Preliminary Score indicating an exam score that will be reviewed, along with other information in your exam record, before an official score is issued.
- 4.4 Appeals. In the event that sanctions are imposed pursuant to Section 4.2, or you disagree with any examination score, you will have five (5) calendar days from the date of your score report to file an appeal. If you believe you have valid grounds for an appeal, please contact NU within the appeals period at

appeals@nuclearuniversity.com.

If NU determines that a written 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 NU, such appeal and the information submitted by you will be forwarded to the NU Candidate Appeals Committee for consideration. You may expect to receive a written response from NU Career Certifications within ninety (90) calendar days after the Appeals Committee meets.

Decisions rendered by the Appeals Committee are final.

5 TERM AND TERMINATION

- 5.1 Term. The Agreement shall remain in effect until terminated as set forth below.
- 5.2 Termination for Convenience. Either you or NU may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other.
- 5.3 Termination By NU. NU may, in its sole discretion, terminate this Agreement at any time if you breach any of the material terms of this Agreement, or if you violate or fail to meet any Program requirements.
- 5.4 Notice. NU will provide you written notice of termination at your last known address. Termination shall be effective as of the date set forth in the notice. NU, 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 for breach under Section 5.3. If NU 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 LIMITATION OF LIABILITY

IN NO EVENT SHALL NU 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 NU 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.

7 PRIVACY AND DELIVERY OF INFORMATION TO THIRD PARTIES

You agree to allow NU and its agents to gather and store personal information. Your personal information may be shared outside NU and its authorized third party vendors without further permission. NU may receive requests from third parties, particularly employers, to verify an individual's Certification status. NU may, but has no obligation to, provide such information about your Certification status to others. In such situations, NU will provide the information in its possession and will depend on you to periodically verify that such information is correct. NU provides such information as a courtesy to employers and candidates, and you agree that NU shall have no liability for providing this information. NU may also share your personal information with other companies. NU may also be obligated to disclose your personal information to government organizations and agencies or others if required by law or regulation, or if necessary to enforce NU's privacy and data protection policies and guidelines.

8 ASSIGNMENTS

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

9 MISCELLANEOUS

- 9.1 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 into electronically. You agree that entering into the Agreement electronically is equivalent to signing the Agreement. Failure by either of us to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 9.2 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 so as to affect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.
- 9.3 Controlling Law and Jurisdiction. Unless otherwise waived by NU at its sole discretion, the exclusive jurisdiction and venue of any action arising out of or relating to this Agreement shall be the courts of the State of Alabama. Both you and NU submit to the exclusive jurisdiction and venue of such courts for the purpose of any such action, and specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.
- 9.4 Entire Agreement. This Agreement constitutes the entire agreement between you and NU with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.