

WORKIVA'S CERTIFICATION PROGRAM AGREEMENT

Workiva Inc. (“**Workiva**” or “**we**”) is making its Workiva Certification Program (“**Certification Program**”) available to you (“**you**” or “**your**”) provided that you have acknowledged and agreed to Workiva’s Certification Program Agreement as set forth herein (the “**Agreement**”). The term “**Certification Program**” includes your access to, or participation in, various certification courses (“**Courses**”), submitting to various examinations relevant to such Courses (“**Workiva Certification Exams**”), and your application or use of any Workiva certification logos or badges that Workiva makes available to you due to your successful completion of a Workiva Certification Exam (“**Certification Badges**”). Please read this Agreement carefully. **By participating in the Certification Program, you accept the Agreement. If you do not accept this Agreement, do not access or use the Certification Program.**

1. CERTIFICATION PROGRAM

- (a) **Your Responsibilities.** While participating in Workiva’s Certification Program you agree that, as it would relate to the Certification Program, you will (i) refrain from conduct that could harm the reputation of Workiva; (ii) avoid deceptive, misleading, or unethical practices; (iii) not make any representations, warranties, or guarantees to customers on behalf of Workiva; (iv) comply with all applicable U.S. export regulations and other applicable governmental laws and regulations; and (v) comply with copyright and other intellectual property and proprietary rights protections. You may not advertise, promote, imply, or suggest in any manner that you are employed by, affiliated with, endorsed, or sponsored by Workiva except to state that you have successfully completed all requirements for the particular Certification Badges you have earned. You are responsible for reviewing your account to ensure it accurately reflects the Certification Badges you currently hold. If you believe your transcript is inaccurate, please contact training@workiva.com.
- (b) **Certification Badges.**
- i. Subject to your compliance with the terms of this Agreement, Workiva grants you the limited right to use the name of the specific Certification Badge that you obtained including any trademarks, service marks, service or trade names, logos, and other designations of Workiva and its affiliates that are made available to you in connection with the Certification Program (collectively “**Workiva Marks**”) in your assigned account, or through Workiva’s third-party digital badge provider. You may only use the Certification Badges or Workiva Marks to indicate your status as holding a valid Certification Badge. Workiva may revoke your right to use any Certification Badge or Workiva Marks at any time by giving you written notice.
 - ii. Workiva hereby grants you the right to use the Certification Badges and Workiva Marks subject to your: (1) passing all the applicable Workiva Certification Exams, (2) satisfaction of all recertification requirements for the applicable Certification Badge, (3) acceptance and continued compliance with this Agreement, and (4) compliance with any and all additional requirements made available to you by Workiva in connection the Certification Program.
 - iii. Your use of the Certification Badges and Workiva Marks is only for the personal use of the individual person who passed the applicable Workiva Certification Exam, and cannot be used to represent that a company is certified. Only those individual persons who have passed the applicable Workiva Certification Exam (and not such individual’s employer) may represent themselves as certified.
 - iv. You may not use or reproduce the Certification Badges or the Workiva Marks in any manner whatsoever other than as described herein. You will use the Certification Badges or Workiva Marks in a manner that does not derogate from the rights of Workiva in Certification Badges, and will take no action that may interfere with or diminish the rights of Workiva in the Certification Badges or damage Workiva’s reputation or goodwill in the Certification Badges. You will not use the Certification Badges in a way that may cause confusion about whether any products or services you offer are Workiva products or services. You agree to modify or cease your use of the Certification Badge(s) if requested by Workiva.
 - v. For the avoidance of doubt, you may receive a “badge” for completing a Course, but that is not a Certification Badge, which are only issued for successful completion of the applicable Workiva Exam Certification.

2. TESTING

- (a) **Language.** All Workiva Certification Exams including registration, instructions, exam questions and answers, and Certification Badges will be in English. Non-native English language speakers may request additional time or accommodations to complete a Workiva Certification Exam by contacting training@workiva.com.
- (b) **Exam Attempts.** You will receive one (1) initial attempt to pass a Workiva Certification Exam after completing all related coursework. If you fail a Workiva Certification Exam on the initial attempt, you will be required to wait at least five (5) days before any subsequent attempt(s) to retake the applicable Workiva Certification Exam and you may be required to pay a fee for all subsequent attempts. You will have sixty (60) days to complete the exam once you have registered.
- (c) **Expiration and Recertification.** Certification Badges expire one (1) year from the issue date. You must complete a new Workiva Certification Exam (“**Recertification Exam**”) annually to maintain the applicable Certification Badge. You may have the option to recertify a Certification Badge by completing the associated Course.

- (d) **Exam Questions.** All the Workiva Certification Exam questions will be multiple choice in single correct and/or multiple correct answer format. All Workiva Certification Exam questions are randomized and pooled from a question bank and all question answers are shuffled to enhance exam security and integrity.
- (e) **Exam Time Limit.** All Workiva Certification Exams will have a set time limit depending on the number of questions. Most Workiva Certification Exams range from 45 minutes to 120 minutes. Once you have started a Workiva Certification Exam you must complete it within the set time limit. You may not stop or pause the Workiva Certification Exam and return to complete it at a later time, and if you do so you will fail the applicable Certification Exam.
- (f) **Exam Expiration.** Once registered for a Workiva Certification Exam, you will have twelve (12) months from the date of registration to complete the Workiva Certification Exam; provided that where the contents of a Workiva Certification Exam have changed to reflect changes in laws, standards, or Workiva's services you may be redirected to the most recent Course and/or Workiva Certification Exam. After midnight on the final day of the then current calendar year the Workiva Certification Exam will expire. If you do not start or complete the Workiva Certification Exam before midnight on the final day of the then current calendar year you will need to re-register and reschedule the Workiva Certification Exam.
- (g) **Technology Requirements; Technical Difficulties.** To complete the Workiva Certification Exams you must have either a laptop or desktop computer (e.g., mobile devices are not compatible) and consistent access to the internet. If a technical issue is encountered at any point during the exam, you must email training@workiva.com immediately in order to reset your attempt on the Workiva Certification Exam.
- (h) **Confidentiality.** You agree that any materials provided by Workiva related to the Certification Program, and specifically the Workiva Certification Exams (including the questions and answers) are Workiva "Confidential Information". Workiva owns all rights, title and interest in its Confidential Information, including all technology and intellectual property rights. You may not use, disclose, reproduce, copy, transmit, distribute, or make derivative works of Workiva Confidential Information in any form.
- (i) **Misconduct.**
- i. If you violate this Agreement or engage in any misconduct mentioned below, or engage in any activity that risks the security and integrity of a Workiva Certification Exam, you will receive a failing score for any applicable Workiva Certification Exam and/or will be permanently banned from the Certification Program. Actions that are prohibited and considered to be misconduct under this Agreement include, but are not limited to, the following:
 - (1) Disseminating any Workiva Certification Exam content by any means including copying, publishing, disclosing, transmitting, selling, offering to sell, posting, downloading, verbally or written, electronic or mechanical for any purpose
 - (2) Disclosing Workiva intellectual property in a manner inconsistent with this Agreement and without Workiva's express written consent
 - (3) Taking a Workiva Certification Exam with others that are in the same room (virtually or in-person)
 - (4) Use of non-authorized items while taking a Workiva Certification Exam
 - (5) Providing false or fraudulent identification, or falsely impersonating another individual to gain access or complete a Workiva Certification Exam
 - (6) Asking, sharing, or posting Workiva Certification Exam questions or answers to any websites (including in the Workiva Community), to any social media platform, or anywhere publicly
 - (7) Asking co-workers, your manager, or Workiva employees for Workiva Certification Exam questions and/or answers
 - (8) Using a search engine (e.g., Google, Yahoo) to look for Workiva Certification Exam questions and/or answers
 - (9) Taking screenshots, pictures, images, screen captures, screencasts etc. of any Workiva Certification Exam content, questions, or answers
 - ii. If Workiva suspects misconduct:
 - (1) Workiva will review the alleged misconduct, including any affected Workiva Certification Exam, and the circumstances to make a determination.
 - (2) If your misconduct is associated with a Workiva Certification Exam, you will not receive a Pass/Fail until the applicable Workiva Certification Exam has been reviewed and a determination has been made.
 - iii. If you have been caught cheating on a Workiva Certification Exam:
 - (1) You will automatically receive a failing score.
 - (2) You will be banned from the Certification Program at Workiva's sole discretion.

- iv. You may appeal any determination arising out of your misconduct by submitting an appeal to training@workiva.com. Workiva will review all submissions by conducting a thorough investigation and will communicate findings and conclusions directly with you.

3. **PRIVACY.**

- (a) You acknowledge and agree that Workiva collects certain personal information about you to run the Certification Program and that the Certification Badges you have earned and your Certification Program activities may be tracked and associated with your personal information. Workiva's use of your personal information will be handled in accordance with the terms and conditions of this Agreement in conjunction with Workiva's Privacy Policy, located here: www.workiva.com/legal/privacy-policy ("**Workiva's Privacy Policy**").
- (b) You agree that Workiva may occasionally contact you to invite you to participate in surveys and research regarding the Certification Program. If you would not like to be contacted, please reach out to privacy@workiva.com.
- (c) You grant Workiva the right to share your name, contact information (including email address), employer's company name, the Certification Badges you have earned, and your status in the Certification Program with (i) third parties that assist in Workiva's delivery of the Certification Program, and (ii) with Workiva employees and affiliates that deliver Workiva Certification Exams in connection with your participation in the Certification Program.
- (d) We will occasionally update the Workiva Privacy Policy to reflect customer feedback and changes in our services. When we post changes, we will revise the "last updated" data at the top of the Workiva Privacy Policy. We encourage you to periodically review the Workiva Privacy Policy.

4. **TERMINATION.**

- (a) Either party may terminate this Agreement at any time, without cause, on thirty (30) days' prior written notice to the other party.
- (b) Workiva may immediately terminate this Agreement upon written notice on any of the following events: (i) you fail to comply with any applicable recertification requirements; (ii) you fail to comply with any of the terms of this Agreement; (iii) you misrepresent your Certification Badges or are improperly using Workiva's Marks; (iv) you engage in misappropriation or unauthorized disclosure of any trade secret or Confidential Information of Workiva; (v) you engage in activities prohibited by law, or (vi) a government agency or court finds that the services you provided concerning the Workiva technologies to which your Certification Badge(s) relates are defective in any way.
- (c) This Agreement will automatically terminate if Workiva cancels the Certification Program. In all events of termination of this Agreement, all rights granted to you are immediately terminated. You will immediately: (i) cease all activity relating to your use of, and access to, all components of the Certification Program; (ii) stop identifying yourself as a participant in the Certification Program; and (iii) destroy any associated materials that you have received as part of the Certification Program.

5. **LIMITATIONS OF LIABILITY.** THE CERTIFICATION PROGRAM IS PROVIDED "AS IS" AND WORKIVA, ITS AFFILIATES, AND ITS SUBSIDIARIES HEREBY DISCLAIM ALL WARRANTIES RELATED TO THE CERTIFICATION PROGRAM THAT MIGHT OTHERWISE BE IMPLIED BY LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WORKIVA, ITS AFFILIATES, OR ITS SUBSIDIARIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE CERTIFICATION PROGRAM (WHETHER FOR TERMINATION OR OTHERWISE), YOUR CERTIFICATION BADGES, FAILURE TO ACHIEVE A CERTIFICATION BADGE, USE OF OR INABILITY TO USE THE CERTIFICATION BADGES. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **MODIFICATION.** Workiva may, in its sole discretion, change the Agreement at any time by posting such changes <https://www.workiva.com/education>. You are responsible for checking <https://www.workiva.com/education> regularly for changes. Changes are effective on the date the changes are posted. Changes do not apply retroactively. Your right to use Certification Badges may terminate if you fail to comply with any such changes to this Agreement. Workiva reserves the right to (i) update and change this Agreement, (ii) change the Certification Program or any aspect of it at any time, including the right to discontinue certain Certification Badges, change certification requirements or benefits, and (iii) discontinue the Certification Program.