

**BROCADE CERTIFICATION PROGRAM (“BCP”)
CANDIDATE AGREEMENT**

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND BROCADE COMMUNICATIONS SYSTEMS, INC. (“BROCADE”). BY PROCEEDING WITH THE BCP EXAM AND CERTIFICATION PROCESS, YOU AGREE THAT THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN YOUR PARTICIPATION IN THE BROCADE CERTIFICATION PROGRAM (“PROGRAM” or “BCP”). THE “EFFECTIVE DATE” OF THIS AGREEMENT SHALL BE THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, DO NOT ACCEPT THESE TERMS AND DO NOT CONTINUE WITH THE BCP EXAMINATION AND CERTIFICATION PROCESS.

The Brocade Certification Program is a technical certification program related to Brocade products and solutions.

1. Definitions. Capitalized terms in this Agreement shall have the following meanings:

- 1.1 “Applicable Laws” means all statutes, laws, regulations, ordinances, executive orders and the like of any country, state, municipality, or the like applicable to your business activities.
- 1.2 “Certification Requirements” or “Requirements” means any requirements established by Brocade that an individual must meet initially to achieve BCP certified status and must continue to meet to maintain designated status for the associated BCP Credential.
- 1.3 “Confidential Information” means any Program and/or BCP exam information provided to or obtained by you including: (i) questions; (ii) answers; (iii) worksheets; (iv) computations; (v) drawings; (vi) diagrams; (vi) content; (vii) organization; (viii) length or number of exam segments or questions; (ix) any written, oral or electronic communication regarding or related to the exam.
- 1.4 “Designation” means any title established by the BCP which you may become qualified to use by successfully passing all required Program exams and complying with all other Program Requirements for the Credential associated with that title.
- 1.5 “Exam Fraud” means any action or attempt by an individual or group of individuals to influence the testing process through cheating, collusion, and/or copying exam questions. This may occur prior to taking a test, during a test, or after a test has been taken.
- 1.6 “Logo” means any Program logo established by Brocade which you may become qualified to use by successfully passing all required Program tests and complying with all other Program Requirements for the Credential associated with the Logo.
- 1.7 “Official” means any official of a public international organization, government official, political party, political official or candidate for political office.
- 1.8 “Personal Data” means personally identifiable information including your signature, name, address, telephone number and email address.
- 1.9 “Process” means to collect, access, retain, transfer, disclose, use or destroy Personal Data.

1.10 “Product and Technical Data” means Brocade products, technical data relating to these products and Brocade Confidential Information.

1.11 “Program” means the Brocade Certification Program, as described herein, and as further described and updated on <http://www.brocade.com/en/education.html>.

1.12 “Program Credential” (“Credential”) means any type of Program certification and its requirements established by Brocade under the Program.

2. BCP Certification

2.1 Becoming Brocade Certified. Each Credential has an associated set of Requirements. Current Requirements for the Credentials are available on multiple Brocade web-pages, including but not limited to: <http://www.brocade.com/en/education/certification.html>. To achieve Brocade certification for a Credential, you must have (a) accepted this Agreement and (b) received from the Program office an acknowledgement that you have successfully passed all required exams and met all other Requirements for that Credential.

2.2 Maintaining your Brocade Certification. To maintain your achieved status for a Credential, you must maintain compliance with your obligations under this Agreement and with the current Program Requirements as may be specified or modified by Brocade from time to time for that Credential. You agree that Brocade shall be entitled to require that you pass new, different or revised tests/exams from time to time as a requirement for maintaining your BCP certification(s).

3. Right to Use Logo and Designation

3.1 License. Subject to your compliance with the terms and conditions set forth in this Agreement, upon your successful completion of the Requirements for a Credential including passing the applicable tests or exams, for so long as this Agreement remains in force and you remain in compliance with all ongoing Program Requirements for the Credential, you shall be granted a non-exclusive, non-transferable, license to use the Logo and Designation associated with the Credential for which you are certified, solely in connection with, and solely to the extent reasonably necessary, to publicize that you have met, and continue to meet all Requirements for maintenance, of certification for that Credential.

3.2 Business Conduct, Limitations on Use. You agree that any business you conduct and any services you provide in your capacity as a participant in the Program, or in connection with the promotion or selling of which you use or display a Designation or Logo, shall not be transacted or provided in a manner that: (i) damages or infringes Brocade’s rights in the Designation or Logo; (ii) reflects negatively on Brocade or otherwise injures Brocade’s reputation; (iii) misrepresents your relationship with Brocade; (iv) gives the impression that the Designation or Logo applies to any other individual or organization other than yourself; (v) is unethical, illegal, misleading or deceptive; (vi) makes any warranties, representations or guarantees on behalf of Brocade or related to Brocade products or services; (vii) violates any Applicable Laws; or (viii) violates Brocade’s confidentiality and/or intellectual property rights.

3.3 Compliance with Guidelines. You agree that you shall use only Brocade-supplied Logo artwork and that your reproduction and use of the Designation and Logo shall be in strict compliance with the Brocade usage and

style guidelines which shall be made available to you upon your certification. Upon request, you agree to promptly provide Brocade with representative examples of your materials using the Designation or Logo.

- 3.4 Reservation of Rights. You acknowledge the value of the goodwill associated with the Designation and Logo and acknowledge that such goodwill exclusively inures to the benefit of and belongs to Brocade. Brocade retains all rights not expressly conveyed to you by this Agreement, and shall have the right to grant licenses to others to use the Designation and Logo.
- 3.5 Protection of Mark. If necessary to aid Brocade in the protection of Brocade rights in or to a Designation or Logo, you agree to provide reasonable cooperation and assistance to Brocade.
- 3.6 No Challenge of Rights. You agree not to challenge, interfere with, or bring any kind of action or legal or administrative proceeding in relation to the rights and title of Brocade in or to any Designation or Logo.
- 3.7 No Unauthorized Use, Registration. You agree not to use any Designation or Logo except as specifically authorized under this Agreement, not to file any application to register, in any class and in any country, any trademark or service mark for any Designation or Logo or any other mark confusingly similar to any Designation or Logo. You agree to immediately cease all use of all Logos and Designations upon the termination of this Agreement. You agree to immediately correct or discontinue the use of any Logo or Designations if Brocade notifies you that it is being misused or used in any way conflicts with applicable trademark or usage guidelines.
- 3.8 Expressing Specialization. You are authorized to participate and achieve more than one Designation in different technology areas. However, you agree that you will not misrepresent your Designation, level or specialization to any Brocade personnel, partners, prospects, customers or the public.

4. Confidentiality

- 4.1 Confidentiality Obligations. Brocade makes exams available to you solely to test your knowledge of the exam subject matter for which you seek certification. You agree that you will, both during and after the term of this Agreement: (i) hold all Confidential Information in confidence and take all reasonable measures to protect the Confidential Information; (ii) make no use of the Confidential Information except as expressly allowed under this Agreement; and (iii) not disclose, reproduce, disseminate or transmit in any way any portion of the Confidential Information to any third party in any form, including without limitation, written, electronic or verbal.
- 4.2 Intellectual Property Ownership. Brocade retains all rights, title and interest in and to all Program and related information, content, data, exams, materials, software, and all copyrights, patent rights, trademark rights and other proprietary rights therein. All rights not expressly granted by Brocade to you are expressly reserved to Brocade.

5. Certification Information and Personal Data

- 5.1 Certification Information. Brocade is entitled, but is not obligated, to make information concerning your certification status available to Brocade partners, customers and the public in writing or electronically. You have the responsibility for ensuring that your information is accurate and that Brocade is kept aware of your current relevant information.

5.2 Data Protection. Brocade uses appropriate and reasonable administrative, technical and physical measures to protect your Personal Data. You acknowledge and agree that Brocade and its officers, employees, contractors and agents may: (i) process your Personal Data to provide you the services under this Agreement; and (ii) transfer your Personal Data across borders, including, without limitation, from the European Economic Area to the United States and/or between other countries as necessary to provide the services under this Agreement. You represent and warrant that any information that you provide to Brocade or its officers, employees, contractors and agents including, without limitation, Personal Data will be provided in accordance with all applicable laws and regulations. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that: (i) Brocade obligations and your rights under this Agreement shall not apply to any Personal Data or any other information that is required by any applicable law, regulation, government request, or judicial process, to be retained, disposed of, or disclosed; and (ii) in no event shall Brocade be held liable or responsible for any inaccuracies or omissions contained in any Personal Data or any other information at the time such data is received by or on behalf of Brocade.

5.3 Release of Personal Data. Brocade will provide information on your certification status as outlined in the Brocade Certification Program information release guidelines. Certification status is required to verify individual and organizational compliance with specific partnerships and Programs within Brocade as well as to communicate to the candidate Program changes, promotions and opportunities. For more information regarding Brocade's privacy policy, see: <http://www.brocade.com/en/legal/privacy-policy.html>.

6. Integrity of BCP Examination Process

6.1 Candidate Conduct Policy –You shall adhere to all Program rules and shall not at any time participate in any incident of Exam Fraud, breach of security, misconduct or any other behavior that could be considered a compromise of the integrity or confidentiality of any BCP examination or any BCP certification. You are required to report all suspicious behavior by other Program participants to the test proctor or testing center administrator.

6.2 Monitoring for Exam Fraud. You acknowledge and agree that Brocade or its designated agents have the right to research exam results by statistical analyses and other methods to monitor for evidence of Exam Fraud. If such analysis reveals evidence of Exam Fraud, Brocade reserves the right to investigate further and to take appropriate remedial action including but not limited to certification revocation as stipulated in Section 6.3, requiring candidates to retake an exam under controlled conditions, and/or requiring candidates to provide evidence that they personally took an exam.

6.3 Certification Revocation. Brocade may at its sole discretion revoke any and all certifications you may have earned, and ban you, permanently or for designated periods, from earning future certifications, under any of the following circumstances: (i) if you breach any of the terms and conditions of this Agreement; (ii) if Brocade determines in its sole discretion that you have undertaken or participated in any action that compromises the integrity and confidentiality of an examination or the Program; or (iii) if you are determined to have committed Exam Fraud.

6.4 Notifications and Employer. You agree that if Brocade revokes your certification pursuant to Section 6.3, Brocade shall have the right to: (i) notify your employer, Brocade officers, employees, contractors, agents and customers; and (ii) respond to any inquiry by your employer or others about your certification status and any change thereof.

6.5 Retake Policy. If you do not successfully pass an exam required to achieve a Brocade certification for a credential on your initial attempt there is no waiting period before attempting the exam a second time. For third and subsequent attempts there is a minimum 14 day waiting period from the date of the failed attempt, before attempting the exam again. For Accreditation exams, there is no waiting between attempts. Once a certification exam has been taken and passed, it cannot be taken again.

7. Agreement Term and Termination

7.1 Term of Agreement. This Agreement is effective from the Effective Date until the expiration date stated on the BCP certificate which is awarded in association with this Agreement unless terminated earlier in accordance with the terms herein. The term during which you may use the Designation and Logo for a Credential shall commence on your receipt of written confirmation from the Program office that you are certified for that Credential and shall terminate upon the occurrence of the earlier of: (i) the termination of this Agreement; or (ii) your failing to meet or maintain the Requirements established by Brocade for maintaining your BCP certification for that Credential.

7.2 Termination by Either Party. Either party may, with or without cause, terminate this Agreement upon thirty (30) days written notice to the other party.

7.3 Termination by Brocade. Brocade, in its sole discretion and without prejudice to any rights Brocade may have under this Agreement in law, equity or otherwise, may terminate this Agreement at any time upon the occurrence of any one of the following events: (i) your failing to comply with the Requirements established by Brocade for maintaining your Designation for at least one Credential; (ii) your misrepresenting your certification status; (iii) your using a Logo or Designation in a manner that Brocade believes could injure Brocade's reputation or rights in such Logo or Designation; (iv) your misappropriating or disclosing without authorization any Brocade trade secret or confidential information including, without limitation, any Confidential Information; (v) your supplying false or misleading information in connection with applying for Program registration or maintaining your status; or (vi) your failing to comply with any of the material terms of this Agreement.

7.4 Effect of Termination. Upon termination of this Agreement, the license and all rights granted hereunder shall terminate completely. You shall immediately discontinue all use of Designations and Logos. Except as specifically provided herein, you shall have no further rights or obligations under this Agreement after its termination.

7.5 Survival. Sections of this Agreement intended by their nature and content to survive termination of this Agreement shall so survive.

8. Disclaimers

8.1 BROCADE ASSUMES NO LIABILITY WHATSOEVER FOR ANY ACT, WHETHER INTENTIONAL, NEGLIGENT OR OTHERWISE, OF ANY PERSON CERTIFIED UNDER THE PROGRAM. BROCADE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROGRAM CREDENTIALS, COURSE MATERIALS, DOCUMENTATION, REQUIREMENTS, EXAMS, AND OTHER MATERIALS PREPARED AND SUPPLIED BY OR ON BEHALF OF BROCADE UNDER THIS AGREEMENT OR AUTHORIZATION HEREUNDER. ALL MATERIALS PROVIDED ON BROCADE WEBSITES ARE PROVIDED "AS IS." BROCADE DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, LINKS OR OTHER

MATERIALS INCLUDED IN ITS WEB SITES OR THAT ITS SOFTWARE IS ERROR FREE OR WILL OPERATE WITHOUT PROBLEMS OR INTERRUPTION.

8.2 YOU ACKNOWLEDGE THAT YOU HAVE INDEPENDENTLY EVALUATED THE POTENTIAL RISKS AND BENEFITS OF ENTERING INTO AND/OR PERFORMING THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, YOU HAVE IN NO WAY RELIED ON ANY ASSURANCES OR REPRESENTATIONS OF BROCADE OR ANYONE PURPORTING TO ACT ON ITS BEHALF REGARDING POTENTIAL FUTURE BUSINESS, PROFITS, OPPORTUNITIES, REVENUES, COSTS OR CAPITAL INVESTMENTS THAT MAY OR MAY NOT BE ASSOCIATED WITH ENTERING INTO AND/OR PERFORMING THIS AGREEMENT.

9. Limitation of Liability

IN NO EVENT SHALL BROCADE OR ITS AGENTS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS) ARISING FROM THIS AGREEMENT OR IN ANY WAY RELATED TO YOUR BCP STATUS, YOUR FAILURE TO ACHIEVE OR MAINTAIN BCP CERTIFICATION, YOUR USE OR INABILITY TO USE THE DESIGNATIONS OR LOGOS, OR THE TERMINATION OF YOUR CERTIFICATION, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF BROCADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Indemnification

You agree to indemnify and hold harmless Brocade and its officers, employees, contractors and agents against any third party claim asserted against these Brocade entities, against any loss, liability, damage, cost or expense (including attorney's fees) arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against these Brocade entities if arising out of or in any manner connected with: (i) any breach by you of this Agreement, including but not limited to your use of the Designations and Logos in any way that is inconsistent with this Agreement; (ii) any claim alleging that your services were promoted, sold or performed in a deceptive, incomplete, illegal, negligent, improper or unauthorized manner; (iii) Brocade's termination of this Agreement pursuant to the terms hereof; or (iv) your use or misuse of Brocade's intellectual property or confidential information, including the Confidential Information.

11. Changes to Program

11.1 Right to Change. Brocade reserves the right to terminate the Program or change the Program at any time, including, but not limited to, (a) changes to the number, scope, organization, objectives and content of the tests, (b) additions, deletions or other modifications to the Requirements for obtaining or maintaining certification status, (c) addition of new Credentials, Designations and Logos, and (d) deletion, modification or replacement of any Credential, Designation or Logo.

11.2 Notice of Changes. Brocade will post a notice of any Program changes on its website. If Brocade records indicate that you are certified for a Credential and any change to the Program affects the Requirements for that Credential, Brocade may but is not obligated to send an e-mail notification to you at the e-mail address on file with the Program office. However, it is your responsibility to monitor the posted Program information and Requirements for any changes potentially affecting your certification status.

11.3 Effect of Changes. If Brocade changes the Requirements for maintaining certification for a Credential for which you are entitled, you must comply with the new or modified Requirements. If you have not fully

complied with the new or modified Requirements, your certification for that Credential shall terminate and you shall cease all use of the Designation or Logo associated with that Credential.

12. Other Provisions

- 12.1 No Joint Venture or Partnership. This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee, franchisor/franchisee or similar relationship between the parties. You agree that you will not represent yourself as an agent, employee, consultant, contractor or legal representative of Brocade or any subsidiary thereof based upon this Agreement. The relationship established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to: (i) give either party the power to direct and control the business activities of the other; or (ii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.
- 12.2 No Warranties by You. This Agreement does not give you any right or authority to make any representation, warranty, or promise on behalf of Brocade or Brocade products or services.
- 12.3 Injunction. You recognize and acknowledge that a material breach by you of any of your covenants, agreements or undertakings hereunder will cause Brocade irreparable damage, which cannot be readily remedied in monetary damages in an action at law. Therefore, in addition to its rights and remedies otherwise available at law, upon an adequate showing of material breach, and without further proof of irreparable harm other than this acknowledgment, Brocade shall be entitled to immediate equitable relief, including, but not limited to, both interim and permanent injunctions, to stop such damage.
- 12.4 Compliance with Laws and Indemnity Obligations. You shall comply with all Applicable Laws. You shall not make, authorize, offer or promise to make or give any money or anything of value to an Official, or to any other person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any Official. You acknowledge and agree that Product and Technical Data are subject to export and import control laws of various countries. You will not export, either directly or indirectly, any Product and Technical Data without first obtaining any and all necessary approvals from all relevant U.S. and foreign departments or agencies. You will indemnify, defend and hold harmless Brocade and its directors, officers, agents and employees from and against: (i) any and all claims, demands, actions, litigation, investigations and proceedings arising out of or related to any non-compliance by you of this section (“Noncompliance Claims”); and (ii) any and all liens, liabilities, costs and expenses (including reasonable attorney’s fees) arising out of or related to any Noncompliance Claims.
- 12.5 U.S. Government Restricted Rights. The documentation provided under this Agreement incorporates technical documentation developed exclusively at private expense, and is in all respects proprietary property belonging solely to Brocade or its licensors. Any technical data provided is deemed to be “technical data” and “commercial items” pursuant to DFAR Section 252.227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 252.227.7015(b).
- 12.6 Governing Law and Jurisdiction. This Agreement shall be governed and construed and enforced in all respects in accordance with the substantive and procedural laws of the State of California, USA except for its choice of law rules. Unless waived by Brocade in its sole discretion, any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court within Santa Clara County, California, USA. The parties agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such

legal action or proceeding. The parties agree to accept service by U.S. certified mail or registered mail, return receipt requested, or by other legally available method.

12.7 Waiver and Severability. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the other provisions of this Agreement shall continue in full force and effect. Except for actions for breach of Brocade proprietary rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.

12.8 No Assignment. This Agreement may not be assigned by you in whole or in part. Any attempted assignment shall be null and void.

12.9 Notices. All notices required by this Agreement to be sent to Brocade must be addressed to:

Office of the General Counsel
Brocade Communications Systems, Inc.
130 Holger Way, San Jose, CA 95134, USA
Telephone: +1-408-333-0230
Facsimile: +1-408-333-8201
Email-address: legalcontracts@brocade.com

All notices to be mailed to you will be directed to the most recent address for you in the Program office files. It is your responsibility to ensure that the Program office has your current e-mail and postal address.

12.10 Publicity. Any public announcements, postings, or other advertising or public relations activities related to or concerning this Agreement must be reviewed and approved in writing by Brocade in advance.

12.11 Governing Language. The parties agree that this Agreement is written and accepted in English. Any translation of this Agreement from its English version is provided for convenience only.

12.12 Click-through English Version of Agreement Governs. The click-through, English language version of this Agreement supersedes all prior agreements, commitments or representations between the parties, whether oral or written, as well as any downloaded or translated version of the Agreement, whether or not such downloaded or translated version is signed by either party, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.