

FEI Certified Service Provider/Software

Terms and Conditions

BY CLICKING "I AGREE," IN THE APPLICATION FORM YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE THAT THE FOLLOWING TERMS AND CONDITIONS GOVERNING THE EXAMINATION, TESTING AND CERTIFICATION AND ANY SERVICES UNDER THE FEI CERTIFICATION PROGRAMME. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, DO NOT CLICK "I AGREE" AND DO NOT TAKE OR ACCESS THE RELATED MATERIALS. THESE TERMS AND CONDITIONS WILL BE EFFECTIVE WHEN YOU CLICK ON "I AGREE."

These Terms and Conditions apply to the relationship between you and the FEI, as described below. By agreeing to these Terms and Conditions, you acknowledge that you have read and agree to the FEI Certified Service Provider Specifications and the Procedure and Timeline documents (the "**Certification Documents**") available at <https://inside.fei.org/fei/your-role/it-services/it-providers> which are incorporated as part of these Terms and Conditions by reference. If you do not agree to these Terms and Conditions, do not submit an application. These Terms and Conditions shall remain in force and apply to any Certification that you may obtain.

1. Definitions

The following terms shall have these defined meanings for the purposes of these Terms and Conditions:

"**Certification**" shall mean passing the requisite FEI Certification Examination(s), and meeting and maintaining compliance with those other requirements set out in these Terms and Conditions for entitlement to use the FEI Certification Designation.

"**Certification Documents**" means the FEI Certified Service Provider Specifications and the Procedure and Timeline documents.

"**Certification Fee**" means CHF500 (five hundred Swiss Francs) for the initial Certification per discipline and CHF200 (two hundred Swiss Francs) per discipline for each subsequent annual renewal.

"**Confidential Information**" shall mean any information that relates to the FEI's Certification examinations and any communications by FEI that include information which has not been made available to the general public (including the language and content of Examination questions and answers) disclosed to you by FEI. Confidential Information, however, does not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of you; (b) you can demonstrate to have had rightfully in your possession prior to disclosure to you by the FEI; (c) is independently developed by you without the use of any Confidential Information; or (d) you rightfully obtained from a third party who has the right to transfer or disclose it to you without limitation.

"**FEI Certification Designation**" ("**Designation**") shall mean (i) in the case of a FEI Certified Provider, "*FEI Certified Provider*", and (ii) in the case of a FEI Certified Software, "*FEI Certified Software*". The right to use the Designation does not include a right to use any FEI logo, trademark or service mark.

"**FEI Certification Examination**" (or "**Examination**") shall mean any examination established by the FEI that FEI Certification Programme candidates or software must satisfactorily pass to attain or maintain certification respectively through the FEI

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Certification Programme. The Examination shall be evaluated by the FEI Certification Panel.

"FEI Certification Panel" shall mean the panel established by the FEI for the evaluating the Examination and deciding whether or not to grant Certification.

"FEI Certification Program" shall mean the certification program(s) described in these Terms and Conditions and in the Certification Documents.

g. **"FEI Certified Provider"** shall mean an individual or company that has satisfactorily passed the required Examination(s), and met all certification requirements set by the applicable FEI Certification Program, maintains the certification by meeting any additional requirements and re-certifications required by the FEI Certification Program, and is entitled to use the FEI Certification Designation in accordance with these Terms and Conditions.

"FEI Certified Software" shall mean a specific software programme that has satisfactorily passed the required Examination(s), and met all certification requirements set by the applicable FEI Certification Program, maintains the certification by meeting any additional requirements and re-certifications required by the FEI Certification Program, and is entitled to use the FEI Certification Designation in accordance with these Terms and Conditions.

2. Purpose

Subject to these Terms and Conditions (including the Certification Documents), providers/software who successfully meet certification requirements are entitled to become FEI Certified Providers/Software and to use the FEI Certification Designation corresponding to the certifications they attain.

3. Certification

a. Certifications. Upon completion of the requirements and satisfactorily passing of the applicable Examination(s), as to be decided by the FEI Certification panel, you are eligible for certification by the FEI. Certification requirements are described in the Certification Documents available at <https://inside.fei.org/fei/your-role/it-services/it-providers>.

b. Following the Examination, the FEI will provide each applicant with a report from the FEI Certification Panel setting out the results of the examination, together with the reasons for approving or not approving the application for Certification. The decision of the FEI Certification Panel to approval or not approve an application is final and is not subject to appeal. However, unsuccessful applicants may re-submit a fresh application no sooner than three (3) months after its original Examination, unless otherwise decided by the FEI.

c. Continuing Certifications. The initial certification period shall be for one (1) year, commencing on the date of confirmation by the FEI of your certification, provided that you have paid the Certification Fee. FEI Certified Providers/Software certifications must be renewed annually thereafter. Certifications may require additional actions to maintain compliance with continuing certification requirements as specified by the FEI. The FEI reserves the right, acting reasonably, to request Certified Providers to pass a subsequent Examination in circumstances where the FEI has reasonable doubts as to the ability of the provider/software to perform to FEI's expectations. You must meet all continuing certification requirements to maintain these Certifications and to be eligible for the annual

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renewal of your Certification. The most important of these certification requirements are set out at Section 3.c. below.

The FEI may, from time to time and in its sole discretion, change or modify certification requirements (both initial and continuing). The FEI will use commercially reasonable efforts to notify you by email to the email address provided to the FEI of any changes to the certification requirements for any certifications you currently hold. You must comply with the changed requirements within the period of time set forth in the applicable Certification Documents to stay in compliance with any modified compliance requirements. Any failure to comply with all applicable continuing certification requirements or changed continuing certification requirements will result in termination of your Certification pursuant to Section 10 of these Terms and Conditions.

c. Ongoing requirements upon Certification. If you obtain a FEI Certification you must comply with the following minimum requirements:

- If you provide your services at an FEI Event, you must use the FEI entry-system to collect and manage all entries;
- You must use the FEI data in the correct form to present athletes and horses in all outputs at FEI Events;
- Provide the FEI with reasonable assistance to improve data quality by correcting any mistakes or incorrect data using the FEI-Suggestions platform;
- Upload the results of the FEI Events at which you provide services autonomously in the appropriate format according to FEI standards;
- Provide the results of the FEI Events according to Article 119 of the FEI General Regulations;
- Update your software so that it is compatible with any new FEI regulations, requirements or standards.

The FEI reserves the right to add certain discipline specific requirements to the above list and shall inform you accordingly.

Failure to comply with the above requirements shall give rise to a right (but not a requirement) for the FEI to terminate your Certification with immediate effect.

4. Your Representations and Warranties

You warrant and represent to the FEI that all services you provide and all business you conduct as a FEI Certified Provider/Software shall; (i) not harm the reputation of the FEI or its products; (ii) not employ deceptive, misleading, or unethical practices; (iii) not make any representations, warranties, or guarantees to customers on behalf of the FEI; (iv) comply with all applicable local, federal, domestic and international law and regulations; (v) comply with all intellectual property and proprietary rights protections for the FEI software, development tools, and other products; and (vi) not disassemble, decompile, reverse engineer, or otherwise reduce or seek to derive the object code for the FEI software and/or tools to a human readable (source code) form.

You further warrant and represent that you have full right and permissions to use and exploit the software for which you have applied for Certification and that your use and exploitation of such software in connection with the Certification shall not violate the intellectual property rights of any third party. A breach of this clause shall give rise to a right for the FEI to terminate your Certification.

5. Authorisation to use Designation

Upon meeting the requirements for initial certification, and continuing so long as you meet and comply with all applicable continuing certification requirements, the FEI authorises you to use the FEI Certification Designation(s) for which you have been certified according to

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these Terms and Conditions. All rights not expressly granted herein are reserved by the FEI. You acknowledge that the FEI has sole ownership of the FEI Certification Designation, and that nothing in these Terms and Conditions, in your performance as an FEI Certified Provider/Software, or that might otherwise be implied by law, shall give you any right, title, or interest in the FEI Certification Designation, other than the authorisation specifically granted herein.

Nothing in these Terms and Conditions shall authorise you to use any FEI trademarks, service marks, or logos.

6. Disclaimer of Warranty

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE FEI SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES RELATING TO THE CERTIFICATION EXAMINATION, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, FEI'S LIABILITY UNDER THESE TERMS AND CONDITIONS IS LIMITED TO THE AMOUNTS PAID BY YOU FOR THE CERTIFICATION EXAMINATION. IN NO EVENT SHALL THE FEI OR ANY AFFILIATE OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, CORRUPTION OF, OR COMPROMISE OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE CAUSED, ARISING FROM OR RELATED TO YOUR CERTIFICATION, FAILURE TO ACHIEVE CERTIFICATION, OR USE OF OR INABILITY TO USE THE FEI CERTIFICATION DESIGNATION, OR ARISING FROM OR RELATED TO THE TERMINATION OR REVOCATION OF YOUR CERTIFICATION, EVEN IF THE FEI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **IF YOU ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN YOUR COUNTRY OF PURCHASE, OR IF DIFFERENT, YOUR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THESE TERMS AND CONDITIONS ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OR CONDITIONS, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS AND CONDITIONS GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY COUNTRY, STATE OR PROVINCE.**

8. Indemnification

You agree that the FEI shall have no liability to you or any of your employees, agents, clients or customers and that you shall defend, indemnify, and hold the FEI, its affiliates, subsidiary corporations and their respective officers, directors, employees, agents, successors and assigns harmless from and against any and all actions, demands, claims, and/or liabilities (including, but not limited to, personal injury or product liability claims) arising out of: (i) your use of the FEI Certification Designation in a manner which is in any way inconsistent with these Terms and Conditions; or, (ii) the performance, promotion, sale, or distribution of your services as a FEI Certified Provider/Software; or (iii) the

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termination of your Certification by the FEI, pursuant to the terms herein. Some jurisdictions do not allow limitations of liability in certain circumstances (for instance, in the event of death, personal injuries, gross negligence or wilful misconduct) so the foregoing indemnity may not apply to you. In the event the FEI seeks indemnification from you under this provision, the FEI will promptly notify you in writing of the claim(s) brought against the FEI for which it seeks indemnification. The FEI reserves the right, at its option and sole discretion, to assume full control of the defence of such claim with legal counsel of its choice. You may not enter into any third party agreement which would, in any manner whatsoever, affect the rights of, or bind the FEI in any manner, without the prior written consent of the FEI. In the event the FEI assumes control of the defence of such claim, the FEI shall not settle any such claim requiring payment from you without your prior written approval. Upon the FEI's request, you shall reimburse the FEI for any expenses reasonably incurred by the FEI in defending such a claim, including, without limitation, attorney's fees and costs, as well as any judgment on or settlement of the claim in respect to which the foregoing relates.

9. Confidentiality

Anyone obtaining access to FEI Certification Examinations or Confidential Information is obligated to maintain the confidentiality of this information. If an individual is caught violating the terms of this provision they will be permanently ineligible for any FEI Certification and shall be decertified from the FEI Certification Programme and all current certifications associated with it. You agree to protect FEI's Confidential Information, using at least the same degree of care that you use to protect your own confidential and proprietary information of similar importance, but no less than a reasonable degree of care. Recipient agrees to use the FEI's Confidential Information for the sole purpose of evaluation in connection with purpose of the Certification. You will not disclose, publish, or disseminate Confidential Information. You may disclose Confidential Information to the extent required by law, provided you make reasonable efforts to give the FEI notice of such requirement prior to any such disclosure and take reasonable steps to obtain protective treatment of the Confidential Information. Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby and the FEI retains all of its rights therein. Nothing in these Terms and Conditions is intended to grant a license or waive any rights in either party's patents, copyrights or trademarks.

10. Term and Termination

Either party may terminate a Certification at any time, with or without cause, by giving thirty (30) calendar days' prior written notice to the other party. No refund of the Certification Fee is payable upon termination.

The FEI may terminate a Certification immediately, including termination and revocation of any FEI Certification Designation, upon the occurrence of any one of the following events (each a "**Cause**"):

- (i) you fail to comply with any of the terms of these Terms and Conditions, including, without limitation, the terms governing the use of the FEI Certification;
- (ii) you no longer have the right and permissions to use and exploit the software for which you have obtained Certification or your use and exploitation of such software in connection with the Certification has been held to violate the intellectual property rights of any third party;
- (iii) you misappropriate or disclose any trade secret or Confidential Information of the FEI (including, but not limited to, any FEI Certification Examinations or Confidential Information with respect to which you are under obligation of

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- confidentiality), or otherwise infringe any other intellectual property right of the FEI, or engage in any other activities prohibited by law;
- (iv) you fail to comply with the applicable continuing certification requirements for the relevant Certification; or
 - (v) you engage in any conduct which brings or would be reasonably likely to bring either the FEI or equestrian sport into disrepute.

In the event any of the above occurs, the FEI may provide you with written notice of termination of your Certification. Immediately upon termination of your Certification, you shall immediately cease all use of any FEI Certification Designation(s) corresponding to the Certification to which these Terms and Conditions relate. The FEI's termination under this section shall not prejudice any rights the FEI may have under these Terms and Conditions or in law, equity or otherwise. Sections 6, 7, 8, 9 and 14 shall survive termination of the Terms and Conditions for any reason.

11. Relationship of the Parties

You acknowledge that nothing in these Terms and Conditions shall be construed as creating a partnership, joint venture or agency relationship between you and the FEI or as granting a franchise. You shall not advertise, promote, or suggest in any manner that the services being provided to customers in connection with the FEI Certification Designation are provided by, sponsored by, or associated in any way with the FEI, or that you are employed by, affiliated with, or sponsored by the FEI, except to state that you have successfully completed all requirements for your particular Certification(s), including having successfully passed any applicable FEI Certification Examination and any continuing Certification requirements.

During the term of your Certification, you shall insert the following language in each contract pursuant to which you will provide services as an FEI Certified Provider: "*The FEI is not a party to this Agreement, and shall have no liability whatsoever with respect to any of the services that are the subject of this contract. The designation "FEI Certified Provider/Software" indicates that I/my software have successfully completed the corresponding FEI Certification requirements, which reflect commensurate skills required to implement, support, and maintain IT solutions with relevant FEI events. The services I provide under this contract are not provided, licensed, warranted or sponsored by the FEI.*"

12. Governing Law

The interpretation, construction and effect of these Terms and Conditions, including but not limited to the validity, invalidity, breach or termination thereof, shall be governed by the laws of Switzerland without giving effect to the UN Convention on Contracts for the International Sale of Goods (1980) and without giving effect to the Swiss rules on conflicts of law, and regardless of the place or places of its physical execution and performance. In case of any difference or dispute with respect to the Certification and/or these Terms and Conditions the Parties shall endeavour to reach an amicable resolution of such difference of dispute. If the Parties fail to reach agreement, the Parties hereby irrevocably agree that any dispute (including any non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions, including any question regarding their existence, validity or termination, shall be submitted to the exclusive jurisdiction of the competent courts of Lausanne, Switzerland.

13. Data Protection

You agree and understand that it is necessary for the FEI to collect, process and use your data in order to process Certifications and Examination scores and confirm compliance with

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the FEI's policies and applicable laws. The FEI will protect your information in accordance with the FEI Privacy Policy (<http://www.fei.org/privacy-policy>).

14. General

You may not assign your rights or obligations under these Terms and Conditions. Any unauthorized assignment will be void. The FEI will not be liable for performance or delays beyond its reasonable control. A waiver of any breach or default under these Terms and Conditions shall not constitute a waiver of any subsequent breach or default. If a court of competent jurisdiction holds that any provision of these Terms and Conditions is invalid or unenforceable, the remaining portions will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and the economic effect of the Terms and Conditions. These Terms and Conditions, including any additional terms referenced herein, constitute the entire agreement between the FEI and you with regard to the FEI Certification Programme and supersede all prior negotiations, agreements, and understandings with respect to the subject matter, and no addition to or deletion from or modification of any of the provisions hereto shall be binding upon the FEI unless made in writing and signed by an authorized representative of the FEI. Any term or condition on any other document submitted by you shall be of no force or effect whatsoever, and is specifically rejected. The FEI reserves the right to change these Terms and Conditions at any time and without notice. Notices of changes to these Terms and Condition will be given by the FEI posting the changes on the FEI Certification public website and will be deemed given when posted. You will have a commercially reasonable time to implement such changes by the FEI, not to exceed thirty (30) days.