

## **CISCO SYSTEMS, INC. CISCO CAREER CERTIFICATION AND CONFIDENTIALITY AGREEMENT**

**READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF 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 Cisco Career Certification and Confidentiality Agreement (the “Agreement”) is entered into as of the date of your acceptance (the “Effective Date”) by and between you and Cisco Systems, Inc. (“Cisco”).

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

### **1 DEFINITIONS**

- 1.1 “Certification(s)” means any in the set of professional certification programs offered by Cisco.
- 1.2 “Cisco Certified” means an individual who has successfully met the requirements for certification as set forth in Section 2.
- 1.3 “Program(s)” means the Certification programs offered by Cisco under this Agreement.

### **2 CERTIFICATION**

- 2.1 Certification Requirements. To become Cisco Certified, you must meet the minimum requirements of the relevant Program, including achieving passing scores on required examinations. If you meet these requirements you will receive a certificate from Cisco signifying your accomplishment. Program requirements, including pre-requisites for Certification, training recommendations, and testing, continuing education, candidate conduct policies, and recertification requirements, are available on the Cisco website at [www.cisco.com/go/certifications](http://www.cisco.com/go/certifications). Cisco 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.
  - 2.2 Certification Revocation. Cisco 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:
    - a) If you fail to comply with any continuing education or recertification requirements;
    - b) If you breach of the terms and conditions of this Agreement; or
    - c) If Cisco 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.
  - 2.3 Employer Notification. Some of Cisco’s partner programs require that such partners employ a minimum number of Cisco Certified employees. For this reason, the revocation of any Certification may result in loss of partner benefits to such employers. You agree that if Cisco revokes your Certification pursuant to Section 2.2, Cisco shall have the right to notify your employer and respond to any inquiry by your employer about changes in your Certification status.
  - 2.4 Certification of Minors. If you are a minor, you must have this Agreement countersigned by your parent or legal guardian. You must deliver one copy of the original signed Agreement to Cisco personally or by first class mail at the address provided below. Minors under the age of 13 are not eligible for Certification.
- ### **3 CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP**
- 3.1 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. Cisco 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, without the prior express written permission of Cisco.

- 3.2 Intellectual Property Ownership. Cisco retains all rights, title and interest in and to all Program and related information, content, data, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein. All rights not expressly granted by Cisco to you are expressly reserved to Cisco.

#### **4 TERM AND TERMINATION**

- 4.1 Term. The term of this Agreement is perpetual.
- 4.2 Termination for Convenience. Either you or Cisco may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other.
- 4.3 Termination By Cisco. Cisco 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.
- 4.4 Notice. Cisco 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. Cisco, without waiving its right to immediately terminate this Agreement, may provide you with thirty (30) days to correct any default. If Cisco 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.
- 4.5 Effect of Termination. Upon the termination of this Agreement, you shall immediately cease to represent yourself as Cisco Certified.

#### **5 LIMITATION OF LIABILITY**

IN NO EVENT SHALL CISCO BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, 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 CISCO 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.

#### **6 PRIVACY AND DELIVERY OF CERTIFICATION INFORMATION TO THIRD PARTIES**

Cisco is a global company and may share your personal information with other Cisco offices or affiliates in the country in which you reside and in other countries. In addition, Cisco uses third party vendors, such as testing centers, and may share your personal information with such vendors, if necessary, for delivery or administration of the Programs. To share your personal information, Cisco may transfer your information outside the European Union. All parties with which Cisco shares your personal information are governed by this Agreement or are bound by appropriate confidentiality and data transfer agreements.

Your personal information is not shared outside Cisco and its authorized third party vendors without your permission, except under the following conditions:

Cisco often receives requests from third parties, particularly employers, to verify an individual's Certification status. Cisco may, but has no obligation to, provide such information about your Certification status to others. In such situations, Cisco will provide the information in its possession and will depend on you to periodically verify that such information is correct. Cisco shall have no liability for providing incorrect information to third parties in response to a proper request to verify your Certification status. Such processing may include transfer of information outside the European Union.

Cisco may 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 Cisco's privacy and data protection policies and guidelines.

## 7 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.

## 8 MISCELLANEOUS

- 8.1 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. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by both you and Cisco.
- 8.2 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 effect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.
- 8.3 Survival. Sections 3 and 5 shall survive termination of this Agreement.
- 8.4 Controlling Law and Jurisdiction.
- (a) If you reside in a country that is not a member of the European Union, this Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of California and the United States, without regard to its conflicts of laws provisions. Unless otherwise waived by Cisco at its sole discretion, the exclusive jurisdiction and venue of any action arising out of or relating to this Agreement shall be the Superior Court of California for the County of Santa Clara or the United States District Court for the Northern District of California. Both you and Cisco 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.
- (b) If you reside in a country that is a member of the European Union, this Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of England. Both you and Cisco accept the exclusive jurisdiction of the English courts, provided that Cisco shall at all times have the right to commence proceedings in any other court or arbitral tribunal of its choice within the European Union or otherwise appropriate jurisdiction for interim injunctive relief for protection of intellectual property rights. Both you and Cisco specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.
- 8.5 Entire Agreement. This Agreement constitutes the entire agreement between you and Cisco with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- 8.6 Notices. All notices sent or required to be sent shall be in writing or by e-mail to the other party at the address for the other party set forth below, or such other address as is provided in writing or via e-mail to the other. It shall be your sole responsibility to ensure that Cisco has a current address for you.

**Please choose one of the following:**

- Y. YES, I ACCEPT
- N. NO, I DO NOT ACCEPT