

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 by and between you and Cisco Systems, Inc. (“Cisco”) as of the date of your acceptance (the “Effective Date”).

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 3.
- 1.3 “Program(s)” means the Certification programs offered by Cisco under this Agreement.
- 1.4 “Testing Delivery Partner” means the entity engaged by Cisco to administer the applicable examination.

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. 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. 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. Cisco 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 Cisco. Any unauthorized access, reproduction, distribution, or disclosure of Proprietary Information is a violation of U.S. and international intellectual property laws and treaties. Cisco 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 CERTIFICATION

- 3.1 Certification Requirements. To become Cisco Certified, you must meet the minimum requirements of the relevant Program, including achieving passing scores on required examinations in accordance with Cisco's testing guidelines. 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, and recertification requirements, are available on the Cisco website at 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.
- 3.2 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:
- If you fail to comply with any continuing education or recertification requirements;
 - If you breach the terms and conditions of this Agreement; or
 - If Cisco determines, in its sole discretion pursuant to Section 4.2, that you have undertaken or participated in exam misconduct.
- 3.3 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 4.2, Cisco shall have the right to notify your employer and respond to any inquiry by your employer about changes in your Certification status.
- 3.4 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.

4 EXAMINATIONS

- 4.1 Candidate Conduct Policy. Cisco 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 the Testing Delivery Partners or Cisco, 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.
- 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 Cisco certification examination.
- Violating the Cisco exam retake policy described on the Certification Exam Policies page located at: <http://www.cisco.com/go/exampolicy/>
- 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 Cisco or Test Delivery Partner's policy, procedure, rule, or instruction.
- Altering or misrepresenting examination scores.
- Sharing candidate registration account information with third parties.
- Using computer scripts to register for exams.
- Allowing another person, or an organization in which you are not actively involved, to use your certification credentials to obtain employment or promotions.

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

4.3 Accuracy and Integrity of Examination Process. Following completion of your exam, you will be provided a Preliminary Score Report indicating an exam score which will be reviewed, along with other information in your exam record, before a final score is issued. You may expect to view the Official Exam Score at www.pearsonvue.com/authenticate

within 72 hours of your exam appointment. Cisco and/or the Testing Delivery Partner will review your exam record for scoring accuracy, for evidence of possible misconduct, and for response aberrancies which may suggest that your scores do not represent a valid measure of your knowledge or competence as sampled by the examination (measurement error). Cisco reserves the right to invalidate any exam score or result if review of your exam record reveals scoring inaccuracies (attributable to Cisco or the Testing Delivery Partner) or response patterns indicative of possible misconduct or measurement error. If Cisco determines that your exam score is invalid, you will be advised of options for retaking the examination.

- 4.4 **Appeals.** In the event that sanctions are imposed pursuant to Section 4.2, or your exam score is invalidated pursuant to Section 4.3, you may appeal the decision in accordance with the procedures specified in your Candidate Notification Letter. In any such appeal, the issue to be decided will be whether Cisco and/or the Testing Delivery Partner investigated and decided upon sanctions or the invalidation of your exam score in good faith.

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 Cisco may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other.
- 5.3 **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.
- 5.4 **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 this Agreement is terminated for breach under Section 5.3. 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.
- 5.5 **Effect of Termination.** Upon the termination of this Agreement or Cisco's revocation of your Certification, you shall immediately cease to represent yourself as Cisco Certified.

6 LIMITATION OF LIABILITY

IN NO EVENT SHALL CISCO 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 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.

7 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 Testing Delivery Partners, 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 bound by appropriate confidentiality and data transfer agreements.

You acknowledge that your personal information includes, without limitation, your photograph and signature, and you agree to allow Cisco and its agents to take and store this information. 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. Additional information regarding Cisco's privacy policies may be found at <http://www.cisco.com/web/siteassets/legal/privacy.html>

You can review your personal information and make change requests by accessing <https://i7lp.integral7.com/durango/do/login?ownername=cisco&channel=cisco&basechannel=integral7>.

In addition, by clicking the "Accept" tab, you agree that from time to time Cisco may send you information about Cisco products and services that may be of interest to you.

If you do not agree to the terms set forth in this Section 7, select "Decline", in which case Cisco shall have the right to decline to administer or have administered the requested certification test.

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. 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.

- 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 effect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.
- 9.3 **Survival.** Sections 2, 3.2, 4.2, 5.5, 6, 7 and 9 shall survive termination of this Agreement.
- 9.4 **Controlling Law and Jurisdiction.** 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.

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.

- 9.5 **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.
- 9.6 **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.

Cisco Career Certifications Agreement - signature page by minor and his or her legal guardian

PLEASE NOTE: You only need to fax the last page of this agreement, but by doing so you acknowledge that you are bound by the terms and conditions of the entire Agreement.

Cisco reserves the right to use any technologies and methods for verifying the identity of candidates. Such technology may include, without limitation, personally identifiable

information, challenge questions, identification numbers, photographic information, signature verification and other measures to protect against fraud and abuse.

YOU HEREBY REPRESENT TO CISCO THAT YOU: (1) HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; AND (2) ARE EIGHTEEN YEARS OF AGE OR OLDER (IF YOU ARE BETWEEN THE AGES OF THIRTEEN AND SEVENTEEN, YOUR PARENT OR LEGAL GUARDIAN MUST SIGN THIS AGREEMENT; YOU ARE NOT PERMITTED TO TAKE AN EXAM, EVEN WITH THE CONSENT OF YOUR PARENT OR GUARDIAN, IF YOU ARE UNDER THIRTEEN). YOU ACKNOWLEDGE THAT CISCO IS RELYING UPON SUCH REPRESENTATIONS IN GRANTING CERTIFICATION.

FOR USE BY CERTIFICATION CANDIDATES NOT DELIVERING THIS AGREEMENT ELECTRONICALLY. CERTIFICATION CANDIDATES SUBMITTING THIS AGREEMENT VIA FACSIMILE TRANSMISSION OR MAIL SHOULD SIGN BELOW AS INDICATED.

Signature: _____

Date: _____

Please Print Clearly. Illegible Agreements will delay your certification.

Print Legal Name: _____

E-mail: _____

Address: _____

City, State: _____

Country: _____

Postal Code: _____

Phone: () _____

Fax: () _____

CSCO Number: _____

Parent or Legal Guardian

Printed Name: _____

Parent or Legal Guardian _____

Date: _____

Signature: _____

The addresses/fax numbers below are provided for those individuals who are minors and those with limited access to the World Wide Web. Please note that any mailed/faxed agreements require special handling and are manually entered into the database. Manual entry may take up to 15 business days to process. Cisco is not responsible for any errors resulting from illegible submissions.

If the last exam you took was a:

CCIE exam, mail to: _____

Any other exam, mail to: _____

Cisco Systems, Inc.
Attn: CCIE Program

Cisco Systems, Inc.
Attn: Cisco Career
Certifications

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San Jose, Ca. USA 95134

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