

**CISCO SYSTEMS, INC.**  
**CISCO CAREER CERTIFICATIONS LOGO AGREEMENT**

**READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS CERTIFICATIONS LOGO AGREEMENT, PLEASE INDICATE THIS BY SELECTING THE “ACCEPT” BUTTON AT THE BOTTOM OF THIS CERTIFICATIONS LOGO 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 LOGO AGREEMENT, YOU SHALL NOT BE PERMITTED USE THE CISCO LOGOS AND MARKS.**

This Cisco Career Certifications Logo Agreement (the “Agreement”) is entered into by and between you (hereinafter referred to as “Certification Candidate”) and Cisco Systems, Inc. (“Cisco”). In the event that the Certification Candidate is a minor, he or she shall be required additionally to have the Agreement manually signed and dated by him or her and by his or her legal guardian and send a signed original copy to Cisco via first class mail. In the event that Certification Candidate misrepresents their age all Cisco Certifications shall be immediately be revoked.

In consideration of the mutual covenants and promises herein contained, Cisco and Certification Candidate agree as follows.

**1. DEFINITIONS**

1.1. “Cisco Certified” shall mean any individual who has successfully met the requirements for certification as set forth in Section 2 of the Cisco Career Certifications and Confidentiality Agreement.

1.2. “Marks” mean the marks and logos including but not limited to, “Cisco Certified Network Associate”, “CCNA”, “Cisco Certified Network Professional”, “CCNP”, “Cisco Certified Internetwork Expert”, “CCIE”, “Cisco Certified Design Associate”, “CCDA”, “Cisco Certified Design Professional”, “CCDP” and any other marks added to the Program. The Marks are accessible through the URL located at: [www.cisco.com/go/certifications/login](http://www.cisco.com/go/certifications/login) except for the CCIE logo which is accessible at the URL located at [www.cisco.com/go/ccie](http://www.cisco.com/go/ccie)

1.3. “Program” shall mean one or more of the Certification programs offered by Cisco under this Agreement.

**2. TRADEMARK AND SERVICE MARK LICENSES AND OWNERSHIP OF INTELLECTUAL PROPERTY**

2.1. Trademark and Service Mark Licenses. Subject to the terms and conditions of this Agreement and the Cisco Career Certifications Mark Usage Guidelines set forth in Exhibit A and incorporated by reference herein, Cisco hereby grants the undersigned, a limited, non-exclusive, non-sublicensable and non-transferable license to use the Marks solely in connection with publicizing that Certification Candidate has met the criteria described herein for Certification. The Certification Candidate may use such Marks on his or her own business card for the limited purpose of communicating that Certification Candidate is Certified. Certification Candidate shall at no time use such Marks to mislead, misrepresent, imply or suggest that (i) Certification Candidate has attained a level of Certification which he or she has not; (ii) Cisco endorses or recommends the services provided by Certification Candidate, or by his or her employer; or (iii) Cisco and Certification Candidate have entered into a joint venture, partnership, or any other relationship other than that described in this Agreement; or (iv) in conjunction or affiliation with any training activity or to promote the qualifications of the Certifications Candidate or any entity providing training or like services or that Certification Candidate has the competence or skill to teach. The Certification Candidate shall take all reasonable efforts to prevent his or her employer, if any, from using the Marks in its advertising and promotion of the employer.

2.2. Intellectual Property Ownership. Cisco retains all rights, title and interest in and to all information, content, data, Exams, materials and all copyrights, patent rights, trademark rights and other proprietary rights thereto provided by it pursuant to this Agreement. All rights not expressly granted hereunder by Cisco are expressly reserved to Cisco.

2.3. Certification Candidate hereby acknowledges and agrees that, (i) Cisco’s Marks are owned solely and exclusively by Cisco, (ii) except as set forth herein, Certification Candidate has no rights in or to Cisco’s Marks and (iii) all goodwill arising out of the use of Cisco’s Marks by Certification Candidate shall inure to the benefit of Cisco. Certification Candidate will not, at any time during or after this Agreement, register or attempt to register Cisco’s Marks (or any mark confusingly similar thereto), or claim any interest in, contest the use of, or otherwise adversely affect the validity of any of Cisco’s Marks anywhere in the world (including, without limitation any act or assistance to any act, which may infringe or lead to the infringement of any such Marks). In addition, Certification Candidate will not engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and/or reputation of any of Cisco’s Marks anywhere in the world.

**3. CONFIDENTIALITY**

3.1. Certification Candidate agrees that to the extent Cisco previously disclosed, whether or not as a result of a previous Exam attempt by Certification Candidate, or currently or subsequently discloses to the Certification Candidate, or the Certification Candidate learns from Cisco, information relating to Cisco’s Exams (including, without limitation,

questions, answers, worksheets, computations, drawings, diagrams, length and/or number of Exam segments and/or questions, or any communication, including verbal communication regarding or related to the Exam) such information shall be deemed the confidential property of Cisco ("Proprietary Information"). Certification Candidate recognizes and acknowledges that Cisco's Proprietary Information (and the confidential nature thereof) is critical to Cisco's business and that Cisco would not enter into this Agreement without assurance that its Proprietary Information and the value thereof will be protected as provided in this Section 3 and elsewhere in this Agreement. Certification Candidate agrees (i) to hold Cisco's Proprietary Information in confidence as a fiduciary and to take all reasonable precautions to protect such Proprietary Information, (ii) not to use such Proprietary Information at any time during or following the term of this Agreement, except as contemplated by this Agreement, and (iii) that it shall not disclose, publish, reproduce or transmit any Proprietary Information to any third party, in any form, including without limitation, verbal, written, electronic or any other means for any purpose.

3.2. Intellectual Property Ownership. Intellectual Property Ownership. Cisco retains all rights, title and interest in and to all information, content, data, Exams, materials and all copyrights, patent rights, trademark rights and other proprietary rights thereto provided by it pursuant to this Agreement. All rights not expressly granted hereunder by Cisco are expressly reserved to Cisco

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

4.1. Termination By Either Party. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

4.2. Termination By Cisco. Cisco may, in its sole discretion, terminate this Agreement at any time upon the occurrence of any one of the following events:

- (a) A breach of this Agreement by the Certification Candidate;
- (b) Misrepresentation by the Certification Candidate of his or her Certification;
- (c) In Cisco's opinion, the existence of adverse publicity regarding the Certification Candidate, his or her employer or Cisco arising out of, or in connection with, the provision of computer network-related services by the Certification Candidate;
- (d) Use of the Marks by the Certification Candidate in a manner that Cisco believes would potentially injure Cisco's reputation;
- (e) Failure of the Certification Candidate to comply with the continuing education and/or recertification requirements associated with the Program, if any, issued by Cisco from time to time which are necessary to maintain the Certification obtained by the Certification Candidate under this Agreement; or
- (f) Use of the Marks by Certification Candidate's employer in its general advertising and promotion.
- (g) Certification Candidate misrepresents his or her age. In addition, all Certifications shall be immediately revoked.
- (h) Use of Certification Marks that claim certified status in circumstances where Certification Candidate has not passed the appropriate Cisco Exam(s) and received authorization from Cisco to use the Certification Marks. In addition to Cisco's termination rights pursuant to this Agreement, Certification Candidate may suffer any or all of the following: 1) loss of all certifications currently held; 2) permanent prohibition from obtaining any Cisco Certification in the future; and 3) notification describing Cisco's action to the candidate's employer.

4.3. Notice. Cisco shall provide the Certification Candidate written notice of termination at his or her last known address. Such 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 the Certification Candidate with thirty (30) days to correct the default. In the event that Cisco permits such a cure period, the Certification Candidate's failure to cure the default within the cure period shall automatically terminate this Agreement without further notice.

4.4. Effect of Termination. Upon the termination of this Agreement, the Certification Candidate shall immediately cease use of the Marks and shall cease to represent his or herself as Cisco Certified. All unused business cards shall be destroyed within ten (10) days of termination.

**5. LIMITATION OF LIABILITY** IN NO EVENT SHALL CISCO BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES 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. ASSIGNMENTS** Neither this Agreement nor any rights, licenses or obligations hereunder may be assigned by Certification Candidate. Any attempted assignment in violation of this Agreement shall be null and void and without effect.

**7. MISCELLANEOUS.**

7.1. **Waiver and Modification.** Certification Candidate hereby waives any right to challenge the validity and enforceability of this Agreement on the grounds that it was transmitted and entered into electronically. Cisco and the Certification Candidate agree that entering into the Agreement electronically is equivalent to signing the Agreement. Failure by either party 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 the parties.

7.2. **Severability.** If for any reason 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 parties, and the remainder of this Agreement will continue in full force and effect.

7.3. **Survival.** The following provisions shall survive termination of this Agreement: 6, 8, 9, 12 and 13.

7.4. **Controlling Law and Jurisdiction.**

(a) Except with respect residents 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 the conflicts of laws provisions thereof. Unless otherwise waived by Cisco at its sole discretion, the exclusive jurisdiction and venue of any action with respect to the subject matter of 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. Each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. The parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

(b) With respect to residents 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. Cisco and any Certification Candidate residing in the European Union, 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.

(c) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

(d) **Notices.** All notices sent or required to be sent shall be in writing or sent via e-mail to the party at address set forth below such party's name or such other address as is provided in writing or via e-mail to the other. It shall be Certification Candidate's sole responsibility to ensure that Cisco has a current address for Certification Candidate.

# Cisco Career Certifications Logo 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.

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CERTIFICATION CANDIDATE HEREBY REPRESENTS TO CISCO THAT CERTIFICATION CANDIDATE HAS: (1) READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; AND (2) IS THIRTEEN (13) YEARS OF AGE OR OLDER AND ACKNOWLEDGES THAT CISCO IS RELYING UPON SUCH REPRESENTATION IN GRANTING THE RIGHTS DETAILED HEREIN SUBJECT TO THE TERMS CONTAINED HEREIN.

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: (        ) \_\_\_\_\_

Candidate ID: \_\_\_\_\_

Parent or Legal Guardian Printed Name: \_\_\_\_\_

Parent or Legal Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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 10 business days, from the date of receipt, to process. Cisco is not responsible for mail or faxes that are not received or illegible.

**If the last exam you took was a:**

**CCIE exam, mail to:** \_\_\_\_\_

**Cisco Systems, Inc.**  
Attn: CCIE Program  
170 West Tasman Drive  
San Jose, Ca. USA 95134

Fax: 408.527.8588

**All other Cisco certification exam, mail to:** \_\_\_\_\_

**Cisco Systems, Inc.**  
Attn: Cisco Career Certifications  
170 West Tasman Drive  
San Jose, Ca. USA 95134

Fax: 408.525.5105

# EXHIBIT A - CISCO CAREER CERTIFICATIONS MARK USAGE GUIDELINES

We've created these guidelines to assist you in your use of the Cisco Career Certifications logos ("Logos") and trademarks (collectively "Marks"). Please review the following carefully. Except as expressly authorized in writing by Cisco Systems, Inc. To request authorization contact the Cisco Career Certifications Manager at: [ciscotraining@external.cisco.com](mailto:ciscotraining@external.cisco.com)

**You may only use the Cisco Career Certifications Marks provided and in compliance with these requirements and for which you have achieved the right to use. You must have completed a Cisco Career Certifications Agreement ("Agreement") in order to use these Marks. The terms described herein are in addition to all other terms and conditions of your signed Agreement with Cisco Systems. Any use of the Marks indicates your agreement to comply with these guidelines.**

## 1. The Value of the Cisco Career Certifications

1.1. In order to protect the value of the Cisco Career Certifications program, it is very important that the use of CCNA, CCNP, CCDA, CCDP or CCIP Marks and their associated Logos be used appropriately and only by the individuals who have earned the right to do so. You may only use the mark for the highest level of certification you have achieved. Since this is a certification of an *individual*, the Marks should not be used to promote a company or any other entity in such a way that might create confusion around the certification status of other individuals within that company or entity. If your company wishes to be certified by Cisco Systems, there are specific corporate programs available that exist to make this possible. For more information on becoming a Cisco Partner please go to: [www.cisco.com](http://www.cisco.com)

## 2. The Cisco Career Certifications Logos

2.1. Camera-ready or soft-copy art provided by Cisco Systems should be used when reproducing the Marks. You may not alter these Marks in any manner including size, typeface, proportions, colors, elements or location of any of the text in relationship to the triangular element. You may not animate, morph, or otherwise distort their perspective or two-dimensional appearance.

## 3. How to use the Cisco Career Certifications Logos

3.1. The Logos may be used in the following manner:

3.2. In one-color printing, the Logos can be either black or PMS 3035 (deep blue) on a light background. On a dark background, the Logos can be Cool Gray (Gray 2) or (silver embossed). Four-color process match is acceptable.

3.3. In two-color printing, the triangular element of the Logos should be PMS 3035 (deep blue) and the wordmarks can be either the color of the paper, Cool Gray (Gray 2) or (silver embossed on a light background). Four-color process match is acceptable.

3.4. The Logos may also be reversed out of a dark background to the color of the paper on which the Mark is printed on.

3.5. Do not use the Logos on a patterned background or on one that is too light or too dark for it to read well.

3.6. Do not incorporate the Logos into any other mark or graphical element or add any language or design features to the Logos.

## 4. Where to use the Cisco Career Certifications Mark(s)

4.1. Web Pages - The Cisco Career Certification Marks may be used on your personal web site as long as it is directly associated with your name and then only for the level(s) of certification you have achieved. On a web page or as a launch button, the maximum mark size is 43 x 38 pixels. Use only the Logo(s) sent to you by the Cisco Career Certifications Tracking System at: [www.cisco.com/go/certifications/login](http://www.cisco.com/go/certifications/login).

4.2. Business Cards - The Marks may be used on your personal business cards or business cards provided to you by your company, when it is directly associated with your name and only for the highest level of certification you have achieved. The minimum size of the mark in any printed materials is 0.3", maximum size 0.35".

## 5. Where not to use the Cisco Career Certifications Marks

5.1. Marks may NOT be used on products or on packaging.

5.2. The Cisco Career Certifications Marks may not be used on any printed materials, except Business Cards as noted above.

5.3. The Marks may not appear on or in connection with any marketing materials.

5.4. The Marks may not be used in reference to a company or other legal entity without referring to the certification holder's name.

5.5. The Marks may not appear on any materials that disparage Cisco Systems, its partners or its products or services that infringe upon any Cisco Systems intellectual property or other rights, or that violate any state, federal or foreign law or regulation.

5.6. The Marks are not to be used in conjunction or affiliation with any training activity or to promote the qualifications of an individual or company providing training or like services.

## **6. Other Restrictions**

6.1. The Cisco Systems name, any of the Cisco Career Certifications Marks or any potentially confusing variations may never be incorporated as part of the name of a product or service of your company. You are responsible for the proper use and dissemination of this Mark you accept the responsibility

## **7. Text References**

7.1. The Marks may be used standalone or in phrases. Since they are also trademarks they should be used as an adjective and **never** as a noun. The Marks may **never** be used to refer to a company or other legal entity.

7.2. **Say:** “Jane Smith is certified under the CCNA® program” or “John Smith, CCNA® certified”

7.3. **Do Not say:** “Jane Smith is a CCNA” or “XYZ Company is CCNA certified”

## **8. Notices**

8.1. Include the following notice on **all** marketing material regardless of format:

8.2. This material is not sponsored, endorsed or affiliated with Cisco Systems, Inc. Cisco, Cisco Systems, CCIP, the CCIP Logo, the CCNA Logo, the CCNP Logo, the CCDA Logo and the CCDP Logo are trademarks of Cisco Systems, Inc. and its affiliates. CCNA®, CCNP®, CCDA® and CCDP® are registered trademarks of Cisco Systems, Inc. and its affiliates.

8.3. The symbols ™ and ® are included in the Marks artwork provided to you and should never be deleted.

## **9. Review and Approval Process**

**9.1. You agree to cooperate fully with any request by Cisco Systems to review any materials reflecting the Marks and to promptly make any changes required by Cisco to conform to these Guidelines.**

- END -