

CISCO SYSTEMS, INC. CERTIFICATION AND CONFIDENTIALITY AGREEMENT

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF THIS CISCO CERTIFICATION AND CONFIDENTIALITY AGREEMENT. THEN, SELECT "ACCEPT" OR "DECLINE" (BELOW), IF YOU DO OR DO NOT, RESPECTIVELY, ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DECLINE, YOU WILL FORFEIT YOUR ENTIRE EXAM FEE AND YOU WILL NOT BE PERMITTED TO SIT FOR THE CERTIFICATION EXAM*. IN CISCO'S SOLE DISCRETION, THE TERMS OF THIS AGREEMENT ARE SUBJECT TO CHANGE. IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT AND, IF APPLICABLE, ANY CHANGES THERETO, AS YOU MUST COMPLY WITH THE MOST CURRENT VERSION OF THIS AGREEMENT.

This Cisco Certification and Confidentiality Agreement ("Agreement") is entered into between you and Cisco Systems, Inc. and its affiliates ("Cisco") as of the date of your acceptance by signing or e-signing below ("Effective Date").

YOU AND CISCO AGREE TO THE FOLLOWING:

1 **DEFINITIONS.**

"Certification(s)" means any in the set of professional certification programs offered by Cisco.

"Cisco Certified" means an individual who has successfully met the requirements for Certification as set forth in this Agreement.

"Confidential Information" means any Cisco proprietary or any Cisco confidential information received by you in connection with this Agreement and if such information is marked as confidential, proprietary or the like or, in the case of confidential information disclosed orally, identified as confidential, proprietary or the like at the time of oral disclosure. Such confidential information includes, without limitation, the contents of any exam and any related information including, : (i) any questions, answers, worksheets, computations, drafts, workings, drawings, diagrams, schematics, the length or number of exam segments or questions; (ii) any changes to the contents of an exam prior to Cisco's announcement of such changes; (iii) any communication (including, without limitation, any oral communication) regarding or related to the exam; or (iv) information which you know or have reason to know is confidential, proprietary or trade secret information of Cisco, as well as, any information posted on Cisco.com (to the extent such information is not publicly accessible).

"Personal Data" means your personal information or any information which is susceptible to identifying you, in any event as defined by applicable law, including, without limitation, your full name, e-mail address, postal address, Cisco identification number, Certification(s), certification date(s), certification expiration date(s), photograph, signature, biometric data or other personally identifying data collected from you by Cisco or its authorized agents.

"Program(s)" means the Certification programs offered by Cisco under this Agreement.

"Testing Delivery Partner(s)" means the entity engaged by Cisco to administer the applicable examination.

2 **ACCEPTABLE BEHAVIOR AS A CISCO CERTIFIED PROFESSIONAL MEANS YOU WILL:**

- a. Comply with all Cisco testing policies, process, procedures and guidelines, including the test security rules of the Testing Delivery Partner.
- b. Provide truthful documentation regarding your Personal Data.
- c. Comply at all times with the highest standards of professional conduct as stated in Cisco's policies, Candidate Conduct, Code of Certification, Exam, Exam Re-Take and Social Media, which are hereby incorporated into this Agreement by this reference.
<https://www.cisco.com/c/en/us/training-events/training-certifications/overview.html>,
<http://www.cisco.com/go/exampolicy/> and
<https://blogs.cisco.com/news/cisco-social-media-guidelines-policies-and-faq?dtid=ossdc000283>.
- d. Not: (i) use compromised exam content to prepare for your Cisco exam, or (ii) share or compromise Cisco course and exam content.
- e. Promptly report anyone who undermines, subverts, or otherwise breaches any rules (see Cisco links provided in Section 2c above) applicable to the Cisco Certification Program, by going to: www.cisco.com/go/certsupport, clicking on Exam Security Tip-line and opening a case.
- f. Ensure that your Personal Data is kept up to date with Cisco, even if you elect not to receive day-to-day communications from Cisco, in order that Cisco may contact you relating to this Agreement. You can review and make requests to change your Personal Data at any time by accessing <https://i7lp.integral7.com/durango/do/login?ownername=cisco&channel=cisco&basechannel=integral7>.

VIOLATIONS OF THE ACCEPTABLE BEHAVIOR SECTION AND/OR AN APPLICABLE CISCO POLICY, INCLUDING WITHOUT LIMITATION FAILURE TO REPORT POTENTIAL VIOLATIONS COMMITTED BY OTHERS, MAY RESULT IN LEGAL ACTION, CANDIDATE SANCTION AND/OR REMOVAL FROM CISCO'S CERTIFICATION PROGRAM. EXHIBIT 1 "VIOLATIONS, SANCTIONS & APPEALS PROCESS" TO THIS AGREEMENT IS INCORPORATED BY THIS REFERENCE.

3 CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP.

- a. Confidentiality. Cisco makes exams available to you solely for the purpose of testing your knowledge of the exam subject matter for which you seek Certification. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any Confidential Information, in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose to any person(s), including to a Cisco employee not affiliated with the Cisco Certification Program. If you disclose Confidential Information in violation of this Agreement or you otherwise undermine the integrity and security of the Program, Cisco reserves the right to revoke your Certification as set forth in Exhibit 1 to this Agreement.
- b. Intellectual Property Ownership. Cisco retains all rights, title and interest in and to all Certifications, Programs, Confidential Information and related information and all copyrights, patent rights, trademark rights and other proprietary rights therein (collectively "Cisco Proprietary Information"). All rights in Cisco Proprietary Information are expressly reserved to Cisco. Cisco may pursue all available remedies to protect Cisco Proprietary Information, which may include, without limitation, prosecution to the maximum extent possible under applicable law(s) and to seek, to the fullest extent of applicable law, civil and criminal penalties.

4 PRIVACY AND DELIVERY OF CERTIFICATION INFORMATION TO THIRD PARTIES.

In order to deliver and administer the Programs, Cisco, as a global organization, may transfer your Personal Data to Cisco in the United States of America, to any Cisco subsidiary worldwide, or to third parties, (e.g., Testing Delivery Partners) located in various countries around the world. By using our websites and Solutions or by providing any Personal Data to Cisco, you acknowledge and agree that Cisco may transfer, store and process such Personal Data outside of your country of residence, where data protection standards may be different, in each case as applicable law permits. For further information on how Cisco may process your Personal Data under this Agreement, see the [Cisco Online Privacy Statement](#), which is incorporated into this Agreement by this reference.

- a. Cisco and its authorized agents may share your Personal Data with third parties outside of the Certification program under the following conditions and you hereby consent to such disclosure by your execution of this Agreement: Verification of Certification. Cisco often receives requests from a third party, particularly employers, to verify a candidate's Certification status. Such requests may come directly from a third party or from you. Where your Personal Data is provided through a publicly available verification tool managed by Cisco, you agree that Cisco may collect, maintain and provide your Personal Data to the requestor on such verification tool. If you do not agree, you may request that your information be removed from Cisco's verification tool by contacting www.cisco.com/go/certsupport. Cisco may, but has no obligation to provide verification of certification and if Cisco does provide such information to the requestor, it is as a courtesy to you; you therefore agree Cisco has no liability for providing such information.
- b. Limited Disclosure. In addition to the permitted disclosures stated herein, Cisco may share your information in the following ways: (a) to comply with applicable laws or any judicial or regulatory request (including, without limitation, to comply with any subpoenas or court orders), (b) to exercise our legal rights or defend against legal claims related to this Agreement, (c) to investigate, prevent, or take action regarding actual or suspected fraudulent or unlawful activities and/or brand protection matters (such as use of Cisco's trademark without a license), and/or (d) situations involving potential threats to the physical safety of any person. Cisco (i) may, at its sole discretion or (ii) will, as required by applicable law, notify you as to what information has been provided to relevant third parties.

5 CERTIFICATION.

- a. Certification Requirements. To become Cisco Certified, you must meet the minimum requirements of the relevant Program, which includes, without limitation, earning 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 for Certification and re-Certification are available on the Cisco website at www.cisco.com/go/certifications. Upon obtaining Certification, you are further required to adhere to the Cisco Certifications Trademark Agreement (the "Trademark Agreement"), located at http://www.cisco.com/web/learning/downloads/Cisco_Certifications_Logo_and_Trademark_Agreement.pdf.
- b. Program Changes. Cisco may change the Program at any time without notice. Accordingly, it is your responsibility to review www.cisco.com/go/certifications as often as is required for you to keep up to date with the requirements of the Program.

Such changes may include, without limitation, adding or deleting available Certifications and modifying Certification requirements, changes to recommended training courses, testing objectives, outlines and exams, including, without limitation, how and when exam scores are issued. You hereby agree to meet (and to continue to meet) the Program requirements, as amended, as a condition of obtaining and maintaining your Certification.

- c. **Employer Notification.** Some of Cisco's partner programs require that 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 that partner. If Cisco revokes your Certification, or, in Cisco's reasonable discretion, has a basis to revoke your Certification pursuant to this Agreement, then Cisco reserves the right to (i) notify your employer and (ii) respond to any inquiry by your employer about changes in your Certification status.
- d. **Certification of Minors.** If you are under the age of 13 years old, you are not eligible for testing or Certification. If you are between 13 and 17 years old, you may (subject to all applicable laws) be eligible for Certification but must have this Agreement (or a permission document provided separately at the applicable test center) countersigned by your parent or legal guardian and deliver one copy via e-mail or first class mail at the address provided below ("Parental Permission"). For any person participating at a location that requires by law a lower minimum age for entry into such programs, then the minimum age limit for that person will be the stated minimum required age. Cisco reserves the right to impose additional restrictions to comply with local data protection laws.

6 EXAMINATIONS.

- a. **Accuracy and Integrity of Examination Process.** Following completion of your exam, you may be provided with a preliminary score report indicating an exam score; **however**, this is not your official score. You may view your official exam score at www.pearsonvue.com/authenticate. Due to the various levels of difficulty and complexity of exams, official exam scores may take time to post after 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 patterns that may suggest 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 your exam score and Certification result, even after your official exam score has been posted on such website if the review of your exam record reveals (i) scoring inaccuracies (attributable to Cisco or to the Testing Delivery Partner) or (ii) response patterns indicative of possible misconduct on your part or (iii) response patterns indicative of possible Measurement Error(s). If Cisco determines that your exam score is invalid due to scoring errors or Measurement Error(s), you will be advised of options for retaking the examination. If Cisco determines that your exam score is invalid due to possible misconduct on your part, Cisco reserves the right to invalidate your score and consider your actions in violation of Exhibit 1 to this Agreement.

YOU SHALL ADHERE TO ALL PROGRAM RULES AND SHALL NOT AT ANY TIME, WHETHER FOR YOUR BENEFIT OR THE BENEFIT OF OTHERS, ENGAGE IN ANY ACTION TO SUBVERT, OR ATTEMPT TO SUBVERT, THE EXAMINATION PROCESS.

7 LIMITATION OF LIABILITY.

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL CISCO BE LIABLE TO YOU FOR ANY (I) LOST OR DAMAGED DATA, LOST REVENUE, LOST INCOME OR LOST PROFITS, OR (II) SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL LOSSES, OR (III) PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. IF YOU LIVE IN THE EUROPEAN UNION, REFERENCES ABOVE TO "SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL LOSSES" SHALL MEAN ANY LOSSES WHICH (I) WERE NOT REASONABLY FORESEEABLE BY BOTH PARTIES, AND/OR (ii) WERE KNOWN TO YOU BUT NOT TO US AND/OR (iii) WERE REASONABLY FORESEEABLE BY BOTH PARTIES BUT COULD HAVE BEEN PREVENTED BY YOU SUCH AS, FOR EXAMPLE (BUT WITHOUT LIMITATION), YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS UP TO DATE, ACCURATE AND SECURE.
- c. THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION 7 WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
- d. SUBJECT TO SECTIONS 7a, 7b and 7c ABOVE, CISCO'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE EXAM FEE YOU PAID TO CISCO FOR YOUR MOST RECENT EXAM.

8 TERM AND TERMINATION.

- 8.1 **Term.** The Agreement commences when you first accept this Agreement and shall remain in effect until terminated as set forth below.

- 8.2 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.
- 8.3 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.
- 8.4 Notice of Termination. All notices of termination must be made in accordance with the notice requirements set forth in the "Notice" section below. Cisco will provide you with written notice of termination at your last known address. Termination notices sent by Cisco are effective as of the date set forth in the notice. Written notices of termination directed to Cisco are effective upon receipt by Cisco. Cisco, without waiving its right to immediately terminate this Agreement, may provide you with thirty (30) days' notice to correct any default if this Agreement is terminated for breach under Exhibit 1 to this Agreement. If Cisco permits such a cure period, your failure to cure any default within the cure period will automatically cause the termination of this Agreement without further notice.
- 8.5 Effect of Termination. Upon the termination of this Agreement, you shall immediately cease to represent yourself as a Cisco Certificant, including the return and/or destruction of materials evidencing such certification in accordance with Exhibit 1 to this Agreement.

9 ASSIGNMENTS.

You may not assign any rights, licenses or obligations received under this Agreement to anyone. Any attempted assignment in violation of this Agreement is null and void and without effect.

10 MISCELLANEOUS.

- 10.1 Waiver and Modification. You waive the right to challenge the validity and enforceability of this Agreement on the grounds it was transmitted and entered into electronically. You agree that entering into this Agreement electronically is equivalent to signing the Agreement. Failure by either you and/or Cisco 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.
- 10.2 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 affect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.
- 10.3 Survival. Sections 3 (Confidentiality and Intellectual Property Ownership), 4 (Privacy and Delivery of Certification Information to Third Parties), 7 (Limitation of Liability), 8.5 (Effect of Termination), 10 (Miscellaneous), and Exhibit 1 (Violations, Sanctions, & Appeals Process) will survive termination of this Agreement.
- 10.4 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(s) 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 in the United Kingdom (whether or not it ceases to be a member of the European Union) or otherwise appropriate jurisdiction for interim injunctive relief for protection of intellectual property rights.
- 10.5 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.
- 10.6 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, via e-mail or by you as part of the Program (Section 2.g above).

ALL CERTIFICANTS:

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, PALM VEIN VERIFICATION, 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 NOT EIGHTEEN YEARS OF AGE OR OLDER, CERTIFICATION IS NOT PERMITTED FOR CANDIDATES UNDER THIRTEEN YEARS OLD. IF YOU ARE AGE THIRTEEN THROUGH SEVENTEEN, YOU MAY BE PERMITTED TO RECEIVE CERTIFICATION BUT YOU MUST PROVIDE PARENT PERMISSION AS DEFINED IN SECTION 5.d ABOVE AND THE "CERTIFICANT AND THEIR LEGAL GUARDIAN MAIL OR SCAN" SIGNATURE PROCESS BELOW.

YOU ACKNOWLEDGE CISCO IS RELYING ON ALL SUCH REPRESENTATIONS IN GRANTING CERTIFICATION. CISCO SHALL HAVE THE RIGHT TO DENY CERTIFICATION SHOULD YOU FAIL TO MEET THESE REQUIREMENTS OR IN THE EVENT OTHERWISE PROHIBITED BY LOCAL LAW.

CERTIFICANT E-SIGNATURE ONLY:

IF YOU DO NOT AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT, SELECT "DECLINE", IN WHICH CASE CISCO SHALL HAVE THE RIGHT TO DECLINE TO ADMINISTER OR HAVE ADMINISTERED THE REQUESTED CERTIFICATION TEST. YOU SHALL FORFEIT YOUR ENTIRE EXAM FEE IF YOU SELECT "DECLINE."

CERTIFICANT AND THEIR LEGAL GUARDIAN, MAIL OR SCAN ONLY:

MINOR AND THEIR LEGAL GUARDIAN MUST SIGN BELOW, THEN MAIL OR SCAN the last page of this Agreement and by doing so you acknowledge you are bound by the terms and conditions of the entire Agreement.

Signature:

Date:

Please Print Clearly. Illegible Agreements will delay your certification.

Print Legal Name:

E-mail:

Address:

City, State:

Country:

Postal Code:

Phone: ()

CSCO Number:

Parent or Legal Guardian

Printed Name:

Parent or Legal Guardian Signature:

Date:

The addresses below are provided for those individuals who are minors and those with limited access to the World Wide Web. Please note that any scanned or mailed 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 case to:

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

Any other exam, mail case to:

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

EXHIBIT 1 “VIOLATIONS, SANCTIONS & APPEALS PROCESS”

A. UNACCEPTABLE BEHAVIOR AS A CISCO CERTIFIED PROFESSIONAL INCLUDES, WITHOUT LIMITATION, IF YOU:

1. Violate *any* Cisco Policy.
2. Fail to comply with continuing education or re-Certification requirements.
3. Breach the terms and conditions of this Agreement, the Trademark Agreement or any other agreement of Cisco.
4. Fail to promptly notify Cisco of matters affecting your ability to fulfill some or all of the Certification requirements.
5. Threaten to bully, harm, or in any manner whatsoever harass any Cisco or Testing Delivery Partner(s) (whether verbally or in writing, (e.g., electronic communications, external web postings, etc.). “Harass” or any form of the word “harass” means repeated communications, in any form electronic or otherwise, to Cisco or Testing Delivery Partner in which you continue to dispute results of any exam after you have been informed that no further changes will be made to your exam results.
6. Have been convicted of a crime which, as determined by Cisco, harms or affects or may affect Cisco’s or the Program’s reputation, goodwill or security.
7. Have lost or settled a civil case in which Cisco is the plaintiff and the claim arose from any alleged damage to Cisco, its intellectual property, goodwill or reputation.
8. Commit or encourage fraudulent or other unlawful activities.
9. Use, store, share, host, copy, distribute, display, publish, transmit or send content that is or may be deemed offensive, inflammatory, hateful, defamatory, discriminatory, obscene, abusive, invasive of privacy, harmful to others or otherwise objectionable.
10. Are involved directly or indirectly in grey market activities. A grey market means the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by Cisco.

B. VIOLATIONS OF EXAM CONDUCT POLICY INCLUDES, WITHOUT LIMITATION, IF YOU:

1. Disseminate actual exam content in whole or in part 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 as well as providing exam content or information to any person not expressly authorized by Cisco to receive such content or information (including but not limited to a Cisco employee who is not part of Program staff).
2. Seek and/or obtain unauthorized access to examination materials.
3. Using falsified or altered certificates, score reports, or other documents or electronic media to misrepresent your Certification status.
4. Except as authorized in advance and in writing by the Testing Delivery Partner(s) or Cisco, possession in the testing area of any materials or equipment including but not limited to cellular phones, hand-held computers, laptop computers, tablets, electronic devices, cameras, any recording devices, watches, wallets, backpacks, briefcases, purses, hats, car keys, bags, vests, coats, books, notes, paper or documents and any writing materials.
5. Provide 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.
6. Intentionally or otherwise repeatedly causing a disturbance of any kind in a testing facility.
7. Remove or attempt to remove exam material (in any format) from the testing area.
8. Tamper with the operation of the testing facility computer or attempt to use it for any use other than taking the Cisco certification examination.
9. Abuse the Cisco Certification and/or exam process by,
 - o Giving, receiving, or obtaining unauthorized assistance during the examination or attempting to do so;
 - o 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 the purpose of taking the examination;
 - o Failing to strictly adhere to any Cisco or Test Delivery Partner’s policy, procedure, rule, or instruction;
 - o Altering or misrepresenting examination scores;
 - o Sharing candidate registration account information with unauthorized third parties;
 - o Allowing another person, or an organization in which you are not actively involved, to use your certification credentials to obtain employment or promotions; or
 - o Using Cisco support services falsely, fraudulently or otherwise without authorization (including, but not limited to, providing CCIE credentials to another person or organization).

C. CISCO'S CANDIDATE SANCTION POLICY.

1. Consequences of Violation(s).

Cisco has established rules to minimize unfair advantage that may be gained by a candidate's misconduct, whether such misconduct during the Certification process, the Certification exam, and/or in relation to abuse of Cisco policies (together, "Misconduct").

Cisco has the right, but not the obligation, to monitor and to investigate Misconduct. If Cisco, in its sole discretion, reasonably believes you have failed to comply with this Agreement, (i.e., committed Misconduct), such Misconduct will constitute a breach of this Agreement. Cisco may inform you of such Misconduct and the applicable sanction(s) Cisco will apply against you by post or e-mail, using last postal address and/or e-mail address you provided to Cisco. Cisco excludes and disclaims all liability for actions taken in response to breaches of this Agreement. The responses described in this Section are not limited and Cisco may take any other action it reasonably deems appropriate.

1.1. Appealable Sanctions. Appealable sanctions include, without limitation,

- Warnings,
- Cancellation of your exam score,
- Temporary or permanent ban on future Cisco examinations, and
- Cancellation of previously earned Cisco Certifications.

1.2. Non-Appealable Sanctions. If appealable sanctions include, without limitation, any of the below listed sanctions, then the entire sanction is not appealable. If Cisco has taken

- Legal proceedings against you, and/or
- Disclosure of such information to law enforcement authorities.

WHETHER AS A RESULT OF AN APPEALABLE OR NON-APPEALABLE SANCTION, IF YOUR CISCO CERTIFICATION(S) WAS REVOKED OR CANCELLED, YOU MUST IMMEDIATELY REFRAIN FROM FURTHER USE OF SUCH CERTIFICATION STATUS, (I.E., HOLDING YOURSELF OUT AS CERTIFIED), FOR THE ENTIRE PERIOD OF YOUR SUSPENSION, INCLUDING USE OF YOUR: CERTIFICATION CERTIFICATE, WALLET ID CARD AND/OR BUSINESS CARDS.

2. Cisco's Appeals Process.

In the event that appealable sanctions are imposed by Cisco against you, you will have thirty (30) calendar days from the date of your notification letter, unless the notification explicitly provides a different period of time other than the thirty (30) days, to file an appeal. If you believe you have valid grounds for an appeal, please contact Cisco within the appeals period at <http://www.cisco.com/go/certappeals>, complete the submission requirements for the Candidate Appeals Submission Form and submit it as instructed.

Cisco may use third party(ies), including its Testing Delivery Partner, to manage its activities, including the appeals process, on Cisco's behalf. Such third parties are authorized to communicate directly with you on Cisco's behalf. Any communication will explicitly state that the third party is authorized by Cisco to act on its behalf.

Incomplete submissions will not be considered nor will requests received after such thirty (30) calendar day period. If Cisco determines that a written request for appeal has been filed within the allowable time and that the submission follows Cisco's documented guidelines, your appeal and its accompanying information will be forwarded to the Cisco Candidate Appeals Committee for consideration. You may expect to receive a written response from Cisco Certifications within ninety (90) calendar days after the Appeals Committee meets. Decisions rendered by the Appeals Committee are final. For more information about the appeals process, go to the Q&As on Cisco.com at <http://www.cisco.com/go/certappealsqa>.

IF YOUR SANCTION IS NOT APPEALABLE OR YOU HAVE LOST YOUR APPEAL, ALL OF YOUR TEST SCORES AND ANY CERTIFICATIONS WILL BE PROMPTLY INVALIDATED. ACCESS TO YOUR CANDIDATE RECORDS IN THE CERTIFICATIONS TRACKING SYSTEM WILL ALSO BE DENIED. RETURN YOUR CERTIFICATION CERTIFICATE AND WALLET ID CARD TO THE ADDRESS PROVIDED TO YOU BY THE CISCO CERTIFICATIONS SECURITY PROGRAM. YOU MUST DESTROY ALL UNUSED BUSINESS CARDS WITHIN 10 DAYS OF THE DATE OF THE REVOCATION NOTICE.