
CISCO SYSTEMS, INC.
CISCO 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 FORFEIT YOUR ENTIRE EXAM FEE AND YOU WILL NOT BE PERMITTED TO SIT FOR THE CERTIFICATION EXAM.

THE TERMS OF THIS AGREEMENT ARE SUBJECT TO CHANGE FROM TIME TO TIME IN CISCO’S SOLE DISCRETION. IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS CAREFULLY AS YOU MUST COMPLY WITH THE MOST CURRENT VERSION OF THE AGREEMENT.

This Cisco Certification and Confidentiality Agreement (the “Agreement”) is entered into between you and Cisco Systems, Inc. (“Cisco”) as of the date of your acceptance (the “Effective Date”).

YOU AND CISCO AGREE TO THE FOLLOWING:

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. 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, changes to an exam prior to Cisco’s announcement of such changes, or any communication, including oral communication, regarding or related to the exam (known collectively as “Confidential Information”), in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose. **Confidential Information includes the contents of the exam, which may not be disclosed as set forth above, including to any Cisco employee not affiliated with the Cisco Certification program.** A disclosure of Confidential Information by any means in violation of this Agreement undermines the integrity and security of the Program and will subject you to Certification revocation as set forth in Section 3.3 below.

- 2.2 Intellectual Property Ownership. Cisco retains all rights, title and interest in and to all Certifications, Programs, Confidential Information and related information, content, data, exams, materials, 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 prosecution to the maximum extent possible under applicable laws and to seek, to the fullest extent of applicable law, 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 for certification and re-Certification are available on the Cisco website at www.cisco.com/go/certifications. Upon 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_Trade_Mark_Agreement.pdf or otherwise made available upon request.
- 3.2 Program Changes. Cisco may, in its sole discretion, change the Program without 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.
- 3.3 Certification Revocation. Cisco may, in its sole discretion, revoke any and all Certifications you may have earned, and permanently ban you from earning future Certifications, or apply any other action set forth under Section 4.2, under any of the following circumstances:
- If you fail to comply with any continuing education or recertification requirements;
 - If, at any time, you threaten to harm, bully or in any way harass any Cisco or Testing Delivery Partner employee or contractor (whether verbally or in writing, including through electronic communications or external web postings). For the avoidance of doubt, to “harass” under this section includes, without limitation, any repeated communications to Cisco or Testing Delivery Partner employees or contractors 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;
 - If you breach the terms and conditions of this Agreement or the Trademark Agreement;
 - If Cisco determines, in its sole discretion pursuant to Section 4.2, that you have undertaken or participated in, or attempted to undertake or participate in, Exam Misconduct;
 - If you violate the Candidate Conduct Policy as set forth in Section 4.1 below;

- If you have been convicted of a crime that Cisco deems, in its sole discretion, in any way harms or affects Cisco's or the Program's reputation, goodwill or security; or
- If you have lost or settled a civil case in which Cisco is the plaintiff and the claim arose from any alleged damage to Cisco, its brand, goodwill or reputation.
- If you fail to promptly notify Cisco of any matters that can affect your ability to fulfill any applicable Certification requirements.

3.4 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 has the right to notify your employer and respond to any inquiry by your employer about changes in your Certification status.

3.5 Certification of Minors. If you are under the age of 13 years old, you are not eligible for testing or Certification. If you are 13 years old through 17 years old, or otherwise under the age in which you may enter into agreements in the jurisdiction where you are entering into this Agreement, you may be eligible (additional restrictions or limitations may apply) 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 email or first class mail at the address provided below (the foregoing is referred to as the "Parent 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.

4 EXAMINATIONS

4.1 Candidate Conduct Policy. Cisco has established rules to minimize any unfair advantage that may be gained by a candidate's misconduct related to the examination process. Misconduct may, at any time, result in application of the sanctions specified in Section 4.2. 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 ("Exam Misconduct") including but not limited to:

- Disseminating 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).
- 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.
- Intentionally or otherwise repeatedly 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 use 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.
- Using Cisco support services falsely, fraudulently or otherwise without authorization (including, but not limited to, providing CCIE credentials to another person or organization or obtaining Cisco product under a false warranty claim) (the foregoing is referred to as "Service Abuse").

4.2 Violations of the Candidate Conduct Policy. If Cisco, in its sole discretion, determines that you have violated the Candidate Conduct Policy set forth in Section 4.1, you will receive written notice of the violation(s) and sanctions. It will be your sole responsibility to ensure that Cisco has your current postal address and email address and any notice by Cisco will be effective to the last postal address and/or email address you provided to Cisco. Sanctions available under this Agreement, either for violations of the Candidate Conduct Policy under Section 4.1 or Certification revocation under Section 3.3 include, but are not limited to, cancellation of your exam score, a temporary or permanent ban on future Cisco examinations, and the cancellation of previously earned Cisco Certifications. Upon any Certification revocation under Section 3.3, or any other

cancellation of your Cisco Certification, you must immediately refrain from further use of such Certification status (e.g., holding yourself out as Certified). If your Cisco Certification is suspended for whatever reason, you may not use such Certification status during the period of suspension.

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 an official score is issued. You may view your 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 patterns that 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 your exam score and certification 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, provided however, if Cisco reasonably determines that your response patterns are indicative of possible misconduct, then Cisco may invalidate your score and consider your actions as a violation of Section 4.1 (Candidate Conduct Policy).

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 will have thirty (30) calendar days from the date of your notification letter 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. Incomplete submissions will not be considered nor will requests be received after the thirty (30) calendar day period. If Cisco determines that a written request for appeal is filed within the allowable time, the submission follows required guidelines for consideration and the original sanction and invalidation decision is upheld by Cisco, such appeal and the information submitted by you 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>.

5 TERM AND TERMINATION

- 5.1 Term. The Agreement commences when you first accept this Agreement and 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 of termination. All notices of termination must be made in accordance with the notice requirements set forth in Section 9.6 below. Cisco will provide you 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 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. CISCO'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE EXAM FEE YOU PAID TO CISCO FOR YOUR MOST RECENT EXAM.

7 PRIVACY AND DELIVERY OF CERTIFICATION INFORMATION TO THIRD PARTIES

You acknowledge that your personal information includes, without limitation, your photograph, signature, biometric data or any other personally identifying data collected from you by Cisco or its authorized agents, and you agree to allow Cisco and/or its agents to gather and store this information. Your personal information may be shared outside Cisco and its authorized third party vendors under the following conditions and you consent to such disclosure by your execution of this Agreement:

- Verification of Certification. 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. Cisco provides such information as a courtesy to you, and you agree that Cisco has no liability for providing this information. Such requests may come directly from a third party or from you. Information Cisco provides may include, but is not limited to, your full name, Cisco identification number, certification(s), certification date(s) and certification expiration date(s).
- Data Sharing. As a global company, Cisco may also share your personal information with other Cisco offices or Cisco subsidiaries in the country in which you reside and in other countries. In addition, Cisco uses consultants and third party vendors, such as testing centers and Testing Delivery Partners, and may share your personal information with such consultants and vendors, if necessary, for delivery or administration of the Programs. All parties with which Cisco shares your personal information are bound by confidentiality and data transfer agreements.

- Limited Disclosure. In addition to the other permitted disclosures stated herein, Cisco may share your information in the following ways: (a) to comply with the law or legal process (such as responding to 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 illegal activities, suspected or potential fraud, and brand protection matters (such as use of Cisco's trademark without a license), (d) situations involving potential threats to the physical safety of any person. When Cisco is required by law to release confidential information, the person concerned shall, unless prohibited by law or Cisco determines not appropriate, be notified as provided herein as to what information was or will be provided. Additional information regarding Cisco's online privacy policies may be found at <http://www.cisco.com/web/siteassets/legal/privacy.html>.

To share your personal information in the above situations, Cisco may transfer your information outside the European Union.

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>. It is your responsibility to ensure that your personal information is correct and kept current.

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. You shall forfeit your entire exam fee if you select "Decline."

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 is 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 affect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.
- 9.3 Survival. Sections 2 (Confidentiality and Intellectual Property Ownership), 3.3 (Certification Revocation), 3.4 (Employer Notification), 4.2 (Violations of the Candidate Conduct Policy), 5.5 (Effect of Termination), 6 (Limitation of Liability), 7 (Privacy and Delivery of Certification Information to Third Parties), and 9 (Miscellaneous) will 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 may notify you of changes to Certification rules, exam policies, testing policies, and other policies and procedures by posting on Cisco.com.

Cisco Certifications Agreement - signature page by minor and his or her legal guardian
PLEASE NOTE: You only need to mail or scan 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, 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.

CERTIFICATION IS NOT PERMITTED FOR CANDIDATES UNDER THIRTEEN YEARS OLD. YOU MAY BE PERMITTED TO RECEIVE CERTIFICATION IF YOU ARE AGE THIRTEEN THROUGH SEVENTEEN , BUT YOU MUST PROVIDE PARENT PERMISSION AS DEFINED IN SECTION 3.5. YOU ACKNOWLEDGE THAT CISCO IS RELYING UPON 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.

Cisco Confidential

FOR USE BY CERTIFICATION CANDIDATES NOT DELIVERING THIS AGREEMENT ELECTRONICALLY. CERTIFICATION CANDIDATES SUBMITTING THIS AGREEMENT VIA MAIL OR SCAN 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: () _____

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

Scan and attach at

www.cisco.com/go/certsupport

Any other exam, mail case to: _____

Cisco Systems, Inc.

Attn: Cisco Certifications

170 West Tasman Drive

San Jose, Ca. USA 95134

Scan and attach at

www.cisco.com/go/certsupport

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