

Cisco IronPort Systems, Inc.

Cisco IronPort© Certification and Confidentiality Agreement

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS CERTIFICATION AGREEMENT, INDICATE SO BY SELECTING THE “ACCEPT” BUTTON AT THE BOTTOM OF THIS AGREEMENT. SELECT “DECLINE” IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS DOCUMENT. IF YOU DECLINE THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, YOU SHALL NOT BE PERMITTED TO SIT FOR AN EXAM THAT CAN LEAD TO CERTIFICATION

This Certification and Confidentiality Agreement (referred to as the “Agreement”) is entered into as of the date of the Exam(s) (as defined herein, the “Effective Date”) by and between you (hereinafter referred to as “Candidate”) and Cisco IronPort Systems, Inc. (“Cisco IronPort”).

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

1. DEFINITIONS

1.1 “Cisco IronPort Certified” means any person who has successfully satisfied the requirements for certification as set forth in Section 2 herein.

1.2 “Program” means any of the of the Certification programs offered by Cisco IronPort under this Agreement.

2. CERTIFICATION.

2.1 Certification Requirements. In order for an individual to obtain a Certification, the individual must obtain a certificate from Cisco IronPort verifying that the individual has passed any computer based, written and/or laboratory examination(s) (the “Exam(s)”) as required by the relevant Certification program.

2.2 Certification Revocation. Cisco IronPort may at its sole discretion revoke a Candidate’s certification under the following circumstances:

(a) Upon Certification Candidate’s failure to comply with the continuing education and/or recertification requirements, if any, issued by Cisco IronPort from time to time which are necessary to maintain the Certification obtained by the Certification Candidate under this Agreement;

(b) Upon Certification Candidate’s breach of the terms and conditions of this Agreement; or

(c) Upon Cisco IronPort’s determination at its sole discretion that Certification Candidate has cheated on an Exam(s), has aided in the cheating of an Exam(s) or has disclosed test questions of an Exam(s) to a third party. In the event of such a situation and beginning immediately, Certification Candidate may suffer any or all of the following: (1) loss of all certifications currently held; (2) permanent prohibition from obtaining any Cisco IronPort Certification in the future; and (3) notification describing Cisco IronPort’s action to the candidate’s employer.

2.3 In the event that the Certification Candidate is a minor, he or she shall be required additionally to have the Agreement signed manually and dated by him or her and by his or her legal guardian and send a signed original copy to Cisco IronPort via first class mail. In the event that Certification Candidate misrepresents their age all Cisco IronPort Certifications shall be immediately be revoked. In the event that Certification Candidate is a minor he or she must be at least thirteen (13) years of age to be eligible to take the Exam(s).

2.4 Prior Certifications. This Agreement governs all of Certification Candidate’s Certifications whether or not gained as a result of passing the Exam(s) or any Cisco IronPort exam taken prior to this Agreement whether or not Exam Candidate passed the same.

3. EXAMS. In order to obtain a certificate verifying that the Certification Candidate has passed the testing objectives of the respective Exam(s), the Certification Candidate must meet the guidelines of the corresponding certification program as set forth at the URL address located at <https://training.Cisco IronPort.com/certification.html> which is incorporated by reference herein.

4. CHANGES TO PROGRAM. Cisco IronPort reserves the right to change the Program, without cause or notice, including, but not limited to, the Certifications, Certification requirements, recommended training courses, testing objectives, outlines and Exams. Cisco IronPort may, without cause or notice, require any Certification Candidate to update his or her Certification, e.g., by requesting that the Certification Candidate re-take any or all applicable Exams and/or submit a new version of this Agreement to Cisco IronPort.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP.

5.1 Certification Candidate agrees that to the extent Cisco IronPort 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 IronPort, information relating to Cisco IronPort'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 IronPort ("Proprietary Information"). Certification Candidate recognizes and acknowledges that Cisco IronPort's Proprietary Information (and the confidential nature thereof) is critical to Cisco IronPort's business and that Cisco IronPort would not enter into this Agreement without assurance that its Proprietary Information and the value thereof will be protected as provided in this Section 6 and elsewhere in this Agreement. Certification Candidate agrees (i) to hold Cisco IronPort'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 he or she 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.

5.2 Intellectual Property Ownership. Cisco IronPort 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 IronPort are expressly reserved to Cisco IronPort.

6. TERM AND TERMINATION

6.1 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.

6.2 Termination By Cisco IronPort. Cisco IronPort 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 IronPort's opinion, the existence of adverse publicity regarding the Certification Candidate, his or her employer or Cisco IronPort arising out of, or in connection with, the provision of computer network-related services by the Certification Candidate;
- (d) Failure of the Certification Candidate to comply with the continuing education and/or recertification requirements, if any, issued by Cisco IronPort from time to time which are necessary to maintain the Certification obtained by the Certification Candidate under this Agreement.

6.3 Notice. Cisco IronPort 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 IronPort, 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 IronPort permits such a correction period, the Certification Candidate's failure to correct the default within the correction period shall automatically terminate this Agreement without further notice.

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

7. DISCLAIMER. Certification does not provide any express or implied authorization for the Certification Candidate to teach others about email security, encryption web security or any other information or skill.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL CISCO IRONPORT SYSTEMS INC 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 IRONPORT 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 IRONPORT'S ENTIRE LIABILITY TO THE UNDERSIGNED FOR DAMAGES IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE FEES THE UNDERSIGNED HAS PAID TO CISCO IRONPORT.

9. DELIVERY OF CERTIFICATION INFORMATION TO THIRD PARTIES. Cisco IronPort may, but has no obligation to, make available to third parties upon their request in writing or by electronic mail, information relating to the Certification Candidate's Certification (including but not limited to verifying the Certification Candidate's Certification). Additionally, Cisco IronPort may make such information available within Cisco IronPort and its associated companies. Certification Candidate shall be responsible to ensure that such information is accurate and current. Cisco IronPort shall have no responsibility for incorrect information provided by Cisco IronPort to third parties in response to a proper request by a third party to verify certification. Certification Candidate hereby consents to processing of information about Certification Candidate by Cisco IronPort and associated companies in connection with the operation of the Program, the Exam(s) and the Certification Candidate's Certification. Such processing may include disclosure to third parties, such as the Certification Candidate's employer and disclosure to or within Cisco IronPort or its associated companies. Such processing may include transfer of information outside the European Union.

10 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.

11. MISCELLANEOUS.

11.1 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 IronPort 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.

11.2 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.

11.3 Survival. Section 5 shall survive termination of this Agreement.

11.4 Controlling Law and Jurisdiction.

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 IronPort 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.

11.5 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.

11.6 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 IronPort has a current address for Certification Candidate.

Cisco IronPort 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.

CERTIFICATION CANDIDATE HEREBY REPRESENTS TO CISCO IRONPORT SYSTEMS INC THAT CERTIFICATION CANDIDATE: (1) HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; AND (2) IS THIRTEEN (13) YEARS OF AGE OR OLDER AND ACKNOWLEDGES THAT CISCO IRONPORT IS RELYING UPON SUCH REPRESENTATIONS IN GRANTING CERTIFICATION TO THE CERTIFICATION CANDIDATE.

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.

Legal Name (print) E-mail _____

Address City, State _____

Country Postal Code _____

Phone Fax _____

Parent or Legal Guardian Printed Name: _____

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 IronPort is not responsible for mail or faxes that are not received or illegible.

Cisco IronPort Systems, Inc.

Attn: Cisco IronPort Certification Program

950 Elm Avenue

San Bruno, CA. USA 94066

Fax: 1-650-239-3750