
CISCO CERTIFICATION AND CONFIDENTIALITY AGREEMENT FOR CONTINUING EDUCATION PROGRAM

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS 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 AGREEMENT, YOU WILL FORFEIT YOUR ENTIRE CERTIFICATION FEE AND YOU WILL NOT BE PERMITTED TO CERTIFY THROUGH THE CONTINUING EDUCATION PROGRAM.

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 For Continuing Education Program (the “Agreement”) is entered into between you and Cisco Systems, Inc. or its relevant affiliate (“Cisco”) as of the date of your acceptance (the “Effective Date”).

YOU AND CISCO AGREE TO THE FOLLOWING:

1 DEFINITIONS

- 1.1 “Candidate(s)” means any person who seeks to extend or renew his/her certification through the Certification Programs.
- 1.2 “Certification(s)” means any in the set of professional certification programs offered by Cisco.
- 1.3 “CE Items” means the Cisco approved items such as courses, instructor lead training, item authoring, workshops, Cisco Live conferences, and labs available under the CE Program.
- 1.4 “Cisco Re-Certified” means an individual who has successfully met the requirements for Certification as set forth in Section 4.
- 1.5 “Confidential Information” means any information regarding or related to Cisco’s Programs, including without limitation, any Cisco policies, procedures, processes and determinations made by Cisco, any communications between Cisco and you, the language and content of the CE Items and any actions taken by Cisco under this Agreement. Confidential Information, however, does not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on your part; or (b) you rightfully obtained from a third party who has the right to transfer or disclose it to you without limitation.
- 1.6 “Content Provider(s)” means Cisco or a Cisco authorized entity which provides CE Items or Third Party Items as part of Cisco’s Continuing Education Program.
- 1.7 “Continuing Education Program” or “CE Program” means Cisco’s method of ensuring ongoing

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competence of Cisco-certified individuals by recertification through periodic approved activities such as instructor lead training, course work and attendance at Cisco Live events, such method being in addition, and as an alternative, to recertification through examination. The Continuing Education Program is a subset of the Programs.

- 1.8 “External Learning Providers” means those third parties which provide Third Party Items and which contract directly with you for those Third Party Items.
- 1.9 “Program(s)” means the full range of Certification offerings by Cisco.
- 1.10 “Re-Certification” means the professional certification offered by Cisco under its Continuing Education Program. Re-Certification is a subset of Certifications.
- 1.11 “Third Party Items” means those Cisco pre-approved items offered by External Learning Providers which are listed on the Cisco catalogue. Third Party Items can be used for credit under the CE Program.

2 CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP

- 2.1 Confidentiality. Cisco makes the CE Program available to you solely to validate your knowledge of the subject matter for which you seek Re-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, whether oral or written, electronic or mechanical, for any purpose. **Confidential Information may not be disclosed, including to any Cisco employee not affiliated with the CE Program.** A disclosure of Confidential Information by any means in violation of this Agreement undermines the integrity and security of the CE Program and will subject you to Certification revocation as set forth in Section 4.3 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 THIRD PARTY CONTENT

- 3.1 Third Party Approved Items. Cisco’s catalogue of CE Items may contain a list of Third Party Items, which are offered in addition to CE Items containing Cisco content. To select Third Party Items hosted by an External Learning Provider, you may be asked to comply with the External Learning Provider’s terms and conditions. We invite you to carefully read their terms and conditions.

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3.2 Third Party Disclaimer. Cisco does not provide any warranty, or have any control over third party websites, platforms, or products and any reference by Cisco to a third party does not imply approval or endorsement of such third party by Cisco. You are solely responsible for any loss or damage which may be incurred by you as a result of your access to or use of third party websites, platforms, or products, or your reliance on any advertising, products, or other materials on / available from such third party . TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, CISCO SHALL HAVE NO RESPONSIBILITY FOR ANY LOSS OR DAMAGE RESULTING FROM ACCESS TO OR USE OF THIRD PARTY WEBSITES, PLATFORMS, OR PRODUCTS. ACCESS TO OR USE OF THIRD PARTY WEBSITES, PLATFORMS, OR PRODUCTS IS AT YOUR OWN RISK.

4 CERTIFICATION

4.1 Certification Requirements. To become Cisco recertified, you must meet the minimum requirements of the relevant Program. If you meet these requirements and the Content Provider validates that you have met the requirements and you have paid the CE logging fees, you will receive a certificate from Cisco confirming that you are Cisco Re-Certified. Upon Re-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 or otherwise made available upon request.

4.2 Continuing Education Program Changes. Cisco may, in its sole discretion, change the Continuing Education Program without notice. Such changes may include, without limitation, adding or deleting available Re-Certifications and modifying certification requirements, recommended training courses, testing objectives, outlines and CE Items and Third Party Items. You agree to meet the Continuing Education Program requirements, as changed, as a condition of obtaining and maintaining your Re-Certification.

4.3 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 5.2, 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 Content Provider or Cisco 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 Content Provider employees or contractors in which you continue to dispute validation of any CE Items or Third Party Items required under the Continuing Education

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Program after you have been informed that no further changes will be made to your validation of CE Item or Third Party Items taken;

- If you breach the terms and conditions of this Agreement or the Trademark Agreement;
- If Cisco determines, in its sole discretion pursuant to Section 5.2, 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 5.1 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;
- 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; or
- If you fail to promptly notify Cisco of any matters that can affect your ability to fulfill any applicable Certification requirements.

4.4 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.

4.5 Certification of Minors. If you are under the age of 13 years old, you are not eligible for Re-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 Re-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.

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- 4.6 Completion Acknowledgment. By entering this Agreement, you agree that you will provide Cisco with truthful and accurate information on a continuing basis, including any changes during the term of the Agreement.
- 4.7 Completion Validation. In order to qualify for the CE Program, you agree that the selection of CE Items and Third Party Items you make is subject to Cisco's completion validation. Such validation is final.

5 PROFESSIONAL CONDUCT

5.1 Candidate Conduct Policy. Cisco expects all of its Candidates to behave in a professional manner. Misconduct may, at any time, result in application of the sanctions specified in Section 5.2. You shall adhere to all Continuing Education Program rules and shall not at any time engage in any action deemed unprofessional including but not limited to:

- Using falsified or altered certificates, score reports, or other documents or electronic media to misrepresent Certification status.
- Providing falsified information, documentation or statements as a means of a false identity, false address or solicitation of someone to complete a CE Item or Third Party Item on another's behalf.
- Intentionally or otherwise repeatedly causing a disturbance of any kind in a training facility.
- Tampering with the operation of the testing facility computer or attempting to use it for any use other than taking a Cisco certification examination.
- Failing to adhere to any Cisco or Content Provider's policy, procedure, rule, or instruction.
- Sharing candidate registration account information with third parties.
- 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").

5.2 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 5.1, 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

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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 5.1 or Certification revocation under Section 4.3 include, but are not limited to, cancellation of your Re-Certification, a temporary or permanent ban on future Cisco examinations, and the cancellation of previously earned Cisco Certifications. Upon any Certification revocation under Section 4.3, 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.

- 5.3 Accuracy and Integrity of the Re-Certification Process. In order to recertify under the Continuing Education Program, you are required to ‘earn’ credits and pay the CE logging fees before your current certification becomes inactive. Once you earn the required number of credits to recertify, you will be directed to pay the CE logging fees. No recertification will be delivered before the appropriate fees have been paid. Candidates will be deemed to have ‘earned’ credits only when all their credit submissions, without exceptions, are validated by the relevant Content Provider(s). Content Providers reserve the right to deny any Candidate’s claim based on proper justification and Cisco reserves the right to uphold or dispute that denial. If Cisco upholds the denial of certain credits, Candidates will have to earn those denied credits by pursuing other CE Items or Third Party Items documented in the Cisco catalogue. If Cisco reasonably determines that a Candidate’s credit submission is indicative of possible misconduct, Cisco may invalidate the Candidate’s credits and consider his/her actions as a violation of Section 5.1 (Candidate Conduct Policy).
- 5.4 Appeals. In the event that sanctions are imposed pursuant to Section 5.2, you may file an appeal. Your appeal must be based on valid grounds and made in writing within thirty (30) calendar days of receiving the adverse determination. You must contact Cisco at <http://www.cisco.com/go/certappeals>, complete the submission requirements for the Candidate Appeals Submission Form and submit the appeal as instructed all within the appeals time period. Your written appeal must include the stated appeal, the reason for the appeal (including relevant supporting materials) and your e-mail address, postal address and a phone number. Incomplete submissions and appeals received after the thirty (30) calendar day period will not be considered. Your appeal and the information you submitted will be escalated 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>.

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6 TERM AND TERMINATION

- 6.1 Term. The Agreement commences when you first accept this Agreement and shall remain in effect until terminated as set forth below.
- 6.2 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.
- 6.3 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.
- 6.4 Notice of termination. All notices of termination must be made in accordance with the notice requirements set forth in Section 10.6 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 6.3. 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.
- 6.5 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.

7 EXCLUSIONS AND LIMITATIONS OF LIABILITY

IN NO EVENT SHALL CISCO BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS, OR LOST REVENUES 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.

IF YOU LIVE IN THE EUROPEAN UNION, REFERENCES ABOVE TO "INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL 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), LOSSES CAUSED BY VIRUSES, TROJANS OR OTHER MALICIOUS PROGRAMS, LOSS OF OR DAMAGE TO YOUR DATA OR YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE.

YOU SPECIFICALLY ACKNOWLEDGE THAT CISCO AND/OR ITS AFFILIATES SHALL NOT BE LIABLE FOR USER CONTENT MEANING ANY CONTENT OR DATA YOU PROVIDE OR THE DEFAMATORY,

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OFFENSIVE, OR ILLEGAL CONDUCT OF YOU AND/OR ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

CISCO'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE CE ITEM FEE YOU PAID EITHER TO CISCO OR THE APPLICABLE CONTENT PROVIDER (AS APPLICABLE) FOR YOUR MOST RECENT CE ITEM.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND, IN SUCH INSTANCES, CISCO'S LIABILITY WILL BE LIMITED ONLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8 PRIVACY AND DELIVERY OF CERTIFICATION INFORMATION TO THIRD PARTIES

Cisco respects and is committed to protecting your personal information. Our privacy statements as incorporated into this Agreement by this reference, may be found at http://www.cisco.com/web/siteassets/legal/privacy_full.html and reflect current global principles and standards on handling personal information – notice and choice of data use, data access and integrity, security, onward transfer and enforcement/oversight.

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. In addition to Cisco's online privacy statements covering personal information sharing, Cisco may also share your personal information with other consultants and third party vendors, such as Content Providers, if necessary, for delivery

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or administration of the Continuing Education Program. All parties with which Cisco shares your personal information are bound by confidentiality agreements.

- Limited Disclosure. In addition to the 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), and (d) situations involving potential threats to the physical safety of any person. At Cisco's sole discretion, or as required by applicable law, Cisco will notify you as to what information has been provided to the legal authorities.

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.

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 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.
- 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 2 (Confidentiality and Intellectual Property Ownership), 4.3 (Certification Revocation), 4.4 (Employer Notification), 5.2 (Violations of the Candidate Conduct Policy), 6.5 (Effect of Termination), 7 (Exclusions and Limitations of Liability), 8 (Privacy and Delivery of

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Certification Information to Third Parties), and 10 (Miscellaneous) will survive termination of this Agreement.

10.4 Controlling Law and Jurisdiction. The table below identifies the Cisco entity which is a Party to the Agreement with you, the governing law that governs the Agreement (ignoring any conflict of laws provision) and the specific courts that have exclusive jurisdiction over any claim arising under the Agreement.

Country or Territory of Cisco Entity	Name of Cisco Entity	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean	Cisco Systems, Inc., a California corporation, with offices at 170 West Tasman Drive, San Jose, California 95134, USA	State of California, United States of America	State and Federal Courts of California
Canada	Cisco Systems Canada Co., a Nova Scotia unlimited liability company, having its principal place of business at 88 Queens Quay West, Suite 2900, Toronto, Ontario, Canada M5J 0B8	Province of Ontario, Canada	Courts of the Province of Ontario, Canada
UK, Middle East, Africa, Asia (excluding PRC and Japan) or Oceania (excluding Australia and New Zealand)	Cisco International Limited, registered in England and Wales (Company Number 06640658) having a principal place of business at 9-11 New Square Park, Bedfont Lakes, Feltham, England TW14 8HA, United Kingdom	Laws of England*	English Courts
European Economic Area and Switzerland (excluding UK, Italy, and Netherlands)	Cisco International Limited, registered in England and Wales (Company Number 06640658) having a principal place of business at 9-11 New Square Park, Bedfont Lakes, Feltham, England TW14 8HA, United Kingdom	Laws of the country where Candidate has primary residence	Courts of the country where Candidate has primary residence
Japan	Cisco Systems G.K., a company organized and existing in Japan having its principal place of business at Midtown Tower, 7-1, Akasaka 9-chome, Minato-ku, Tokyo 107-6227 Japan	Laws of Japan	Tokyo District Court of Japan
Australia	Cisco Systems Australia Pty Ltd., a proprietary limited company (ABC 050 332 940) organized and existing in	Laws of the State of New	State and Federal Courts of New

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	Australia having its principal place of business at Level 9, 80 Pacific Highway, North Sydney, NSW 2060, Australia	South Wales	South Wales
Italy	Cisco Systems (Italy) S.r.l., a company organized and existing in Italy (Company Number 10978220159) with its registered office in Milano, Viale Majno 17, 20129 and principal place of business in Palazzo Acero, via Torri Bianche, 8, 20871 Vimercate (MB), Italy	Laws of Italy	Courts of Italy
Netherlands	Cisco Systems International B.V., a company organized and existing under the laws of the Netherlands, having its principal place of business at Haarlerbergpark, Haarlerbergweg 13-19, CH 1101 Amsterdam, The Netherlands	Laws of The Netherlands	Courts of The Netherlands
Brazil	Cisco Comercio e Serviços de Hardware e Software do Brasil LTDA, a company organized and existing in Brazil, with offices at São Paulo, State of São Paulo, at Avenida das Nações Unidas, 12.901, 2 nd Floor, room 1, Brooklin Novo, 04578-000, Brazil	Laws of Brazil	Brazil Courts
PRC (excluding Hong Kong, Macau and Taiwan)	Cisco China Company, Limited, a company organized and existing in China, with its registered office in Building No. 3, 19 and 20 Floor, Wangjiang International Center, Shangcheng District, Hangzhou City, China	Laws of PRC**	CIETAC in Beijing
All other countries or territories	Cisco International Limited, registered in England and Wales (Company Number 06640658) having a principal place of business at 9-11 New Square Park, Bedfont Lakes, Feltham, England TW14 8HA, United Kingdom unless another Cisco entity is applicable, at Cisco's discretion	State of California	State and Federal Courts of California

*No person who is not a party to this Agreement shall be entitled to enforce or take the benefit of any

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of its terms under the Contracts (Rights of Third Parties) Act 1999.

**If this Agreement is applicable to a Cisco China entity (including without limitation, Cisco China Company, Limited (思科(中国)有限公司) or Cisco Systems (China) Information Technology Services Limited (思科系统(中国)信息技术服务有限公司)) and you, and the laws of People's Republic of China (the "PRC") must be the governing law, PRC law shall govern. Where PRC law shall be the governing law, any dispute arising out of or in connection with this Agreement, shall be referred to and finally resolved by arbitration at China International Economic and Trade Arbitration Commission in Beijing, the People's Republic of China ("CIETAC"), in accordance with the Arbitration Rules of CIETAC for the time being in force, which rules are deemed to be incorporated by reference in this section. The arbitration tribunal shall be made up of three (3) arbitrators. Cisco and you shall each appoint one (1) arbitrator and the third arbitrator shall be appointed by agreement between the Parties. In the event that the Parties cannot agree on the nomination of the third arbitrator within fourteen (14) days of the CIETAC accepting the case, the third arbitrator, who shall serve as the presiding arbitrator, shall be appointed by the president of CIETAC, provided that such appointee shall not be a United States or Chinese national (including Hong Kong, Macau or Taiwan permanent residents). The language of the arbitration shall be in English. The arbitral award shall be final and binding upon both Parties. Notwithstanding the foregoing, Cisco may seek injunction in any court of appropriate jurisdiction with respect to any alleged breach of Cisco's intellectual property, proprietary rights or the confidentiality obligations stated herein.

Notwithstanding the foregoing, Cisco may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of Cisco Proprietary Information. Both you and Cisco specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement.

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 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, Program policies, and other policies and procedures by posting on Cisco.com.

10.7 Agreed. 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 Re-Certification. If you have already taken the CE Item, you shall forfeit your entire CE Item fee if you select "Decline."

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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 4.5. 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.

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:

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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.

Mail case to:

Cisco Systems, Inc.

Attn: Cisco Certifications

170 West Tasman Drive

San Jose, Ca. USA 95134

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Scan and attach at
www.cisco.com/go/certsupport

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