



# Hewlett Packard Enterprise

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2017 Candidate Agreement

## HPE Partner Ready Certification and Learning Candidate Agreement

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By selecting the “Yes, I Accept” button at the end of this Agreement, you agree to contract electronically and acknowledge that you have read and agree to be bound by the terms of this Agreement. If you do not accept such terms, then you will not be able to take any Hewlett Packard Enterprise Company (“HPE”) Certification examination.

### 1. Definitions

For purposes of this Agreement, the terms defined in this Section shall have the meanings set forth below:

- 1.1 “Candidate Information” shall mean all information related to you collected by Hewlett Packard Enterprise Company or any Hewlett Packard Enterprise Company Agent, including, without limitation, registration information, examination results and scores, and all other information you submit for purposes of participating in any Hewlett Packard Enterprise Company Program.
- 1.2 “Hewlett Packard Enterprise Company Agent(s)” shall mean all testing facilities, vendors, and other service providers authorized by and under contract with Hewlett Packard Enterprise Company to provide certain services related to any Hewlett Packard Enterprise Company Program.
- 1.3 “Hewlett Packard Enterprise Company Certification” shall mean achievement of certification status for a particular Hewlett Packard Enterprise Company Program in accordance with Hewlett Packard Enterprise Company requirements and acceptance of the terms of this Agreement.
- 1.4 “Hewlett Packard Enterprise Company Program” shall mean one of the certification programs offered by Hewlett Packard Enterprise Company.
- 1.5 “Examination Materials” shall mean Hewlett Packard Enterprise Company Certification examination(s) and any questions, instructions, responses, answers, worksheets, drawings, or diagrams related to such examination(s) and any accompanying materials.

### HPE Partner Ready Certification and Learning Certification

Your HPE Partner Ready Certification and Learning Program Certification is based upon your successful passing of the requisite HPE Partner Ready Certification and Learning certification examination(s) and your compliance with the terms of this Agreement. In order to achieve HPE Partner Ready Certification and Learning certification and the right to use any Hewlett Packard Enterprise Company titles, trademarks, and/or logos related to such certification, you will also be required to complete the required certification application process with Hewlett Packard Enterprise Company following your successful

passing of the requisite Hewlett Packard Enterprise Company Certification examination(s). If HPE terminates your HPE Partner Ready Certification and Learning certification, you must promptly cease use and display of all references to the HPE Partner Ready Certification and Learning certification.

Hewlett Packard Enterprise Company may modify any examination, test objective or the requirements for obtaining or maintaining any Hewlett Packard Enterprise Company Certification at any time. It is your responsibility to keep informed of any such modifications and for maintaining your HPE Partner Ready Certification and Learning certification. If any HPE Partner Ready Certification and Learning certification requirements are modified, this Agreement and your HPE Partner Ready Certification and Learning certification may be terminated by Hewlett Packard Enterprise Company without further notice, unless you complete any applicable continuing HPE Partner Ready Certification and Learning certification requirements.

### **3. Confidentiality/Copyright Protection of Examination Materials**

Examination Materials are the proprietary, confidential, and copyrighted material of Hewlett Packard Enterprise Development L.P., Hewlett Packard Enterprise Company's intellectual property holding company. Any disclosure of the contents of any HPE Partner Ready Certification and Learning certification examination is strictly prohibited. You agree to maintain the confidentiality of all Examination Materials and you agree not to copy, photograph, disclose, publish, reproduce, distribute, post, or remove from the examination room, provide for free or offer for a fee, any portion of the Examination Materials. You shall not memorize and subsequently disclose in any manner, the Examination Materials. Violators of copyright law are subject to injunctions, civil liability, forfeiture of profits, punitive damages, and other legal sanctions. Hewlett Packard Enterprise Development, L.P. and the Hewlett Packard Enterprise Company will take appropriate legal action against you if you breach the provisions of this Section. In addition, Hewlett Packard Enterprise Company will revoke any Hewlett Packard Enterprise Company Certifications you have obtained if you violate this Agreement.

By your acceptance of this Agreement you acknowledge that your agreement to maintain the confidentiality of HPE's Examination Materials is a continuing obligation that extends indefinitely after you have taken the examination, irrespective of whether you have passed or failed the examination.

### **4. Candidate Information**

Candidate Information shall not be deemed to be confidential or proprietary under this Agreement, and you acknowledge and agree that there is no confidential information belonging to you which will be disclosed to Hewlett Packard Enterprise Company under this Agreement. If you desire to provide confidential information to Hewlett Packard Enterprise Company, you agree that prior to disclosure, you and Hewlett Packard Enterprise Company will enter into a separate fully-executed written agreement governing the disclosure. Other than as expressly stated in this Agreement, any information disclosed by you in connection with the Certification process is agreed to be non-confidential (unless disclosed pursuant to the terms of the separate fully-executed written agreement), and will not be subject to confidentiality or trade secret obligations, and Hewlett Packard Enterprise Company may publish, disclose, or use it for any purpose, except that no license under any patent, trademark, mask work, or copyright is granted. You waive any claim based on oral agreement arising from anything allegedly disclosed by you to Hewlett Packard Enterprise Company during the Certification process, or in connection with such process, which is the subject of this Agreement. Hewlett Packard Enterprise Company and all Hewlett Packard Enterprise Company Agents may collect, save, transmit, transfer, use, deliver, and otherwise process Candidate Information for analysis, research, certificate fulfillment, marketing, or other purposes deemed necessary or appropriate by Hewlett Packard Enterprise Company in connection with any HPE Certified Professional Program. Candidate Information may be transmitted or otherwise transferred outside of the country or geographic region in which you reside or in which you took any HPE Partner Ready

Certification and Learning certification examination. You are aware that data protection regulations in other countries, including, without limitation, the United States of America, may not fully correspond with data protection regulations in your region and may provide less effective protection.

#### Data Privacy

For an HPE Certified Professional, the data gathered by HPE may be used for internal HPE purposes. This includes, but is not limited to sharing of your status and exam results with an HPE partner program or partner account manager where certification of candidates is required in order for the partner company to become recognized as an HPE partner program member. HPE monitors and collects data on all exams. This data, including individual responses to questions, is statistically analyzed. The results of this statistical analysis will and can be used to alter or invalidate a candidate's results. All examination results and scores shall be provisional pending review by HPE for statistical anomalies and final acceptance by HPE.

#### For HPE Employees Only:

For an HPE Certified Professional, the data gathered by HPE may be used for internal HPE purposes. This includes, but is not limited to, sharing your certification status and exam results with your direct reporting manager.

### 5. Candidate Conduct Policy

You will not participate in any cheating incident, breach of security, misconduct or any other behavior that could be considered a compromise of the integrity or confidentiality of any HPE Partner Ready Certification and Learning certification examination or any HPE Partner Ready Certification and Learning certification. Such behaviors will include, but are not limited to, the following: (1a) Obtaining or purchasing a copy of the HPE Partner Ready Certification and Learning certification exam or any question within an HPE certification exam (1) giving any other candidate, or receiving from any other candidate, assistance of any kind related to any HPE Partner Ready Certification and Learning certification examination during or after such examination; (2) using any aids, notes or other materials, except those expressly allowed by Hewlett Packard Enterprise Company, during any HPE Partner Ready Certification and Learning certification examination; (3) attempting to take any HPE Partner Ready Certification and Learning certification examination for someone else; (4) failing to follow test regulations or instructions of a testing center administrator or otherwise violating any testing center regulations or policies; (5) causing a disturbance of any kind in a testing center; (6) removing or attempting to remove questions and/or responses (in any format, including screen prints) or notes, note board or scratch paper from the testing room; (7) tampering with the operation of the testing center computer or attempting to use it for any function other than taking a HPE Partner Ready Certification and Learning certification examination during such examination; (8) talking in the testing area; and (9) violating the terms of Hewlett Packard Enterprise Company Retake Policy referred to below or this Agreement. Certain violations of this Section are also violations of Section 3 above. You are required to report all questionable behavior to the test proctor or testing center administrator. The testing center will then submit an incident report to Hewlett Packard Enterprise Company for review. If it is determined that you have violated Hewlett Packard Enterprise Company's Candidate Conduct Policy, then Hewlett Packard Enterprise Company will send you a written notice of concerning violations, applicable sanctions and appeals process.

### 6. Retake Policy

Retake Policy for Test Center Exams (Exams starting with prefix HPE0-XXX):

In the event that you fail your first (1st) attempt to pass any HPE0 Partner Ready Certification and Learning certification examination, Hewlett Packard Enterprise Company does not require any waiting period between the first (1st) and second (2nd) attempt to pass such examination. However, before your third (3rd) attempt or any subsequent attempt to pass such examination, you shall be required to wait for

a period of at least fourteen (14) calendar days from the date of your last attempt to pass such examination. All retakes will be charged at the original price.

In the event that you pass any HPE Partner Ready Certification and Learning certification examination, you shall not be allowed to retake the same examination.

If it is determined that you have violated Hewlett Packard Enterprise Company's Candidate Conduct Policy or this Agreement, your existing HPE certification credentials will be revoked and you may not be eligible to register and/or schedule any Hewlett Packard Enterprise Company Certification examination for a minimum period of twelve (12) calendar months from the date of such determination, if determined necessary or appropriate by Hewlett Packard Enterprise Company based upon the seriousness of the incident or violation.

### **7. Violations of Candidate Conduct Policy and Retake Policy**

Any candidate determined by Hewlett Packard Enterprise Company in its sole discretion to have violated Hewlett Packard Enterprise Company's Candidate Conduct Policy (including as a result of a review by HPE of examination results for statistical anomalies) or Hewlett Packard Enterprise Company's Retake Policy shall, if determined necessary or appropriate by Hewlett Packard Enterprise Company based upon the seriousness of the incident or violation: (a) be denied HPE Partner Ready Certification and Learning certification for the applicable examination for a minimum period of twelve (12) calendar months from the date of such determination; (b) have the HPE Partner Ready Certification and Learning certification for the applicable examination revoked, if such certification was previously granted by the HPE Certified Professional Program; (c) have all other HPE Partner Ready Certification and Learning certifications previously granted to such candidate revoked; (d) not be eligible to receive any Hewlett Packard Enterprise Company Certification for a minimum period of twelve (12) calendar months from the date of such determination; and/or (e) be subject to any and all other appropriate action, including legal remedies, that Hewlett Packard Enterprise Company deems necessary or appropriate to enforce Hewlett Packard Enterprise Company's Candidate Conduct Policy or Hewlett Packard Enterprise Company's Retake Policy.

### **8. Candidate Misconduct Appeals Process**

After a candidate has received a written notice of violations and applicable sanctions from Hewlett Packard Enterprise, such candidate will have thirty (30) calendar days to file a written request for appeal pursuant to Hewlett Packard Enterprise's Candidate Misconduct Appeals Process. The candidate is required to file a written request for appeal to the Hewlett Packard Enterprise Certification Manager (via ExamSecurity@hpe.com), along with a statement describing the grounds for the appeal, why the appeal should be granted and all supporting evidence, within thirty (30) calendar days of receipt of the notice of violations and applicable sanctions from HPE. Any and all appeals shall be made in English. A candidate's appeal will not be considered after such thirty (30) calendar day period has expired.

If HPE determines that a written request for appeal is filed in a timely manner, such appeal and the information submitted by the candidate will be submitted for binding arbitration to the Candidate Appeals Committee, which consists of voluntary industry peers and/or 3rd party consultants. Three (3) members of the Candidate Appeals Committee will be appointed to act as an arbitration panel for the appeal. This appeals process shall only address candidate misconduct and shall not address failures to pass any HPE certification examination, nor include any challenges to individual examination questions, answers or failing scores. The arbitration panel will deliberate and decide the appeal. The decision of the majority of the members of the arbitration panel present at the hearing for the appeal, at which a quorum is present, will be the decision of such panel. A written response from HPE will be delivered within ninety (90) calendar days. The decision of the arbitration panel is final and binding as to all matters related to the appeal.

## 9. Term and Termination

This Agreement shall commence upon your acceptance of its terms. Either party may terminate this Agreement, with or without cause, by giving at least thirty (30) days' prior notice to the other party. Hewlett Packard Enterprise Company may terminate this Agreement: (1) upon thirty (30) days' prior notice if you breach any term of this Agreement, including any breach of the confidentiality provisions applying to Examination Materials, and fail to cure said breach within such thirty (30) day period; (2) if you fail to comply with any applicable continuing HPE Partner Ready Certification and Learning certification requirements specified by Hewlett Packard Enterprise Company from time to time; or (3) upon determination by Hewlett Packard Enterprise Company that you have cheated on any HPE Partner Ready Certification and Learning certification examination, misrepresented your age, or otherwise violated any related rule, regulation or policy of Hewlett Packard Enterprise Company or of any HPE Certified Professional authorized testing facility. Upon termination of this Agreement, Hewlett Packard Enterprise Company may revoke your HPE Partner Ready Certification and Learning certification(s) and terminate the licenses and rights granted hereunder. This Section 9 and Sections 3, 4, 5, 6, 7, 8, 10, 11 and 12.4 hereof shall survive any termination of this Agreement.

## 10. Disclaimer; Limitation of Liability

HEWLETT PACKARD ENTERPRISE COMPANY MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING OUT OF ANY HPE PARTNER READY CERTIFICATION AND LEARNING CERTIFICATION OR THIS AGREEMENT. HEWLETT PACKARD ENTERPRISE COMPANY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. HEWLETT PACKARD ENTERPRISE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES ARISING FROM OR OTHERWISE RELATED TO ANY HPE PARTNER READY CERTIFICATION AND LEARNING CERTIFICATION, OR THIS AGREEMENT, OR OTHERWISE INCURRED, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HEWLETT PACKARD ENTERPRISE COMPANY'S LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF EXAMINATION FEES ACTUALLY PAID BY YOU TO HEWLETT PACKARD ENTERPRISE COMPANY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY. HOWEVER, SUCH EXCLUSION OR LIMITATION SHALL APPLY TO THE GREATEST EXTENT PERMITTED BY LAW.

## 11. Indemnification

You agree to indemnify, defend and hold harmless Hewlett Packard Enterprise Company, and all Hewlett Packard Enterprise Company Agents, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising, in whole or in part, out of any breach of this Agreement by you or any personal injury, product liability, property damage or other claims which are caused, directly or indirectly, in whole or in part, by any act or omission by you.

## 12. Other Provisions

- 12.1 Successors and Assigns. You may not transfer or assign any HPE Partner Ready Certification and Learning certification or any of your rights hereunder. Any such transfer or assignment shall be null and void.
- 12.2 Amendments. Hewlett Packard Enterprise Company may revise the terms of this Agreement from time to time. In the event of a revision, your assent to a new agreement may be a condition of your continued HPE Partner Ready Certification and Learning certification.

- 12.3 Waiver and Severability. No waiver of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach. If any term of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such term shall be modified or deleted in such a manner so as to make this Agreement, as modified, legal and enforceable to the fullest extent permitted under applicable laws.
- 12.4 Equitable Relief. Hewlett Packard Enterprise Company shall be entitled to injunctive and other equitable relief to prevent or curtail any actual or threatened breach of the provisions of this Agreement and to recovery of reasonable attorneys' fees incurred in any such action.
- 12.5 Notices. All notices hereunder shall be in writing or delivered via e-mail. Notice to you shall be effective if sent to your last address known by Hewlett Packard Enterprise Company.
- 12.6 Governing Law. Any and all disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the United States of America and the laws of the State of California. Please be aware that if you do not accept these terms you will not be allowed to take this Hewlett Packard Enterprise Company exam.