

Axis Candidate Certification Agreement

Axis Certification Program

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This Axis' Candidate Certification Agreement ("Agreement") is between you and Axis Communications AB, corporate registration no. 556253-6143, having its registered offices located at Emdalavägen 14, SE-223 69 Lund, Sweden (hereinafter referred to as "Axis"), governing your participation in Axis Certification Program to become an Axis Certified Professional.

THIS AGREEMENT HAS BEEN PROVIDED TO YOU BY AXIS AS PART OF THE PREPARATORY MATERIALS AND DOCUMENTS RELATED TO YOUR EXAM (AS DEFINED BELOW). CONSEQUENTLY, YOU HAVE BEEN PROVIDED WITH TIME TO READ AND STUDY THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE THE EXAM. BY CLICKING ON THE "YES" BUTTON, OR BY OTHERWISE ACTIVATING AND/OR INITIATING THE EXAM, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. AXIS THEREFORE ASKS YOU TO MAKE SURE THAT YOU HAVE PROPERLY UNDERSTOOD THE ENTIRE AGREEMENT BEFORE AGREEING TO ITS TERMS AND CONDITIONS. PLEASE NOTE THAT BY ACCEPTING THIS AGREEMENT, YOU ALSO CONSENT TO THE COLLECTION, USE AND TRANSFER BY AXIS OF YOUR PERSONAL DATA IN ACCORDANCE WITH WHAT IS STATED IN SECTION 6 BELOW. IN PARTICULAR, YOUR CONSENT INCLUDES A SPECIFIC CONSENT FOR AXIS TO TRANSFER YOUR PERSONAL DATA TO A THIRD COUNTRY (I.E. A COUNTRY OUTSIDE THE EUROPEAN UNION AND/OR THE EUROPEAN ECONOMIC AREA). IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO SECTION 6, PLEASE REFRAIN FROM CLICKING THE "YES" BUTTON. IN SUCH CASE, PLEASE CONTACT AXIS FOR FURTHER INSTRUCTIONS ON HOW TO OBTAIN A REFUND OF THE APPLICABLE EXAM FEES.

1. Definitions

Certification shall mean the certification designation granted by Axis to you upon successful completion of the Exam and upon your compliance with the Certification Requirements.

Exam shall mean the network video test that you have registered for and which test Axis has designed.

Certification Program Website shall mean the Certification program website located at www.axis.com/learning/certification-program on which additional specific requirements as regards the Exam are set out.

Certification Requirements shall mean those requirements specified or referenced in this Agreement and on the Certification Program Website that the Candidate must meet in order to use and maintain the Certification and the Logo.

Logo shall mean Axis Certified Professional Logo, specifically designated by Axis for the Certification.

Network Video Knowledge shall mean the knowledge that is subject of the Certification, i.e. Axis Certified Professional.

Personal Data shall mean any information which can be used to identify or contact you as an individual, such as your name, address or e-mail address.

Pearson VUE shall mean Pearson VUE, 80 Strand, London, WC2R 0RL, which is Axis' supplier as regards the administration of the Exam.

2. Certification

2.1 Certification Requirements

In order to use a Certification, you must:

- > Pay the applicable exam fees
- > Accept the terms and conditions of this Agreement before completing the Exam
- > Pass the Exam and complete any course requirements and any additional requirements specified on the Certification Program Website
- > Keep contact information up to date with both Pearson VUE and Axis

2.2 Modification to Certification Requirements

Axis reserves the right to change the Certification Requirements, without cause or notice, including but not limited to specifying an expiration of the Certification, changing recommended and/or required preparations and changing test objectives, test content, test passing score, test item type, time allowed for test, and test delivery platform for the Certification. Furthermore, Axis may, without cause or notice, require you to update your Certification by requesting you to re-take the Exam and/or execute a new version of this Agreement with Axis. The most current Certification Requirements for Axis Certification Program may be found on the Certification Program Website.

2.3 Certification

Upon completion of the applicable Certification Requirements, your receipt of the Certification, and subject to the terms of this Agreement, Axis grants to you a non-exclusive, non-transferable, non-assignable or sub-licensable, personal, revocable right to use the Certification only for the purpose of promoting your qualifications related to the use of the applicable Network Video Knowledge. The Certification may not be used of any other purpose.

2.4 Logo Rights and Restrictions

Upon completion of the applicable Certification Requirements and your receipt of the Certification, and subject to the terms of this Agreement, Axis grants to you a non-exclusive, non-transferable, personal right to use the Logo on your resumé (curriculum vitae), business cards, marketing collateral, letterhead and website solely in connection with your provision of services in relation to Axis.

Your use of the Logo is subject to the terms and conditions of this Agreement and Axis' Logo usage guidelines at the Certification Program Website, which may be subject to change at Axis' discretion. Consequently, please keep yourself informed of the content of the Certification Program Website by visiting the website from time to time. You agree not to use the Logo in any manner that would diminish, tarnish or otherwise damage Axis' image or reputation, or the goodwill associated with the Logo. Upon request, you agree to promptly provide Axis at your expense, samples of any materials bearing the Logo. You agree not to file any application to register any trademark, service mark, or domain name for the Logo or any other mark confusingly similar to the Logo, and not to use or allow use of Axis trademarks or potentially confusing variation of Axis trademarks as part of your (or a third party's) company name, product or service names, or domain names.

You agree that the Logo is owned solely and exclusively by Axis. You will not, at any time during the term or after the termination of this Agreement, register or attempt to register the Logo (or any mark confusingly similar thereto), or claim any interest in, contest the use of, or otherwise adversely affect the validity of the Logo anywhere in the world. You agree not to interfere with or bring any kind of action or legal or administrative proceeding in relation to the rights and title of Axis in or to the Logo or any other Axis trademarks or logos.

2.5 Term

This Agreement shall be effective as from your acceptance and shall remain in force until it is terminated by either Axis or you in accordance with the provisions in Article 2.6 below.

2.6 Termination

You may terminate this Agreement at any time upon written notice to Axis. The Certification is valid for a period of three (3) years after the date of passing the Exam. Thereafter, you are required to retake the Exam or a similar exam advised by Axis. Further, Axis reserves the right to terminate this Agreement at any time without cause and revoke your Certification by written notice to you (sent to your last known mailing and email address). Upon termination of this Agreement and after the expiration of the Certification, all rights related to your Certification, including all rights to use the Certification and the Logo, will immediately terminate. Except as provided herein, you shall have no further rights or obligations under this Agreement after termination.

3. Compliance with testing regulations

You agree to comply with all testing regulations required by Axis and/or Pearson VUE including, without limitation, the provisions listed below.

3.1 No Cheating

You agree that all work submitted by you in completing the Exam and in satisfaction of the Certification Requirements, including Exam answers, assignments, resolutions and Personal Data are entirely your own. You will neither: (i) provide nor accept improper assistance; nor (ii) use unauthorized materials in attempting to satisfy Certification Requirements.

3.2 No Misconduct

You agree not to (i) fake your identity or impersonate another individual; (ii) forge the Certification, Exam score reports, identification cards or any other Exam records; (iii) engage in fraudulent conduct or misrepresent yourself as Certified when you have not successfully met the applicable Certification Requirements; (iv) misuse or disclose username and/or password or any other Certification identities; and/or (v) engage in any other misconduct that could be considered by Axis, in its sole discretion, as compromising the integrity, security or confidentiality of the Exam or the Certification.

3.3 No Disclosure

You understand and agree that the Exam is Axis' confidential and proprietary information. You agree to maintain the confidentiality of the Exam in accordance with Section 10 below. Further, you agree not to request any other individual to disclose the Exam or any part thereof to you.

3.4 No Misuse of the Exam

You agree not to copy, publish, offer to sell, sell, publicly perform or display, distribute in any way or otherwise transfer, modify, make derivative works thereof, reverse engineer, decompile, disassemble or translate the Exam or part thereof.

3.5 Retesting Policy

If you do not pass the Exam, you may retake it after a minimum of fourteen (14) days following the first attempt. If you fail the second attempt, you must wait a minimum of one (1) month following the second attempt to retake the Certification Exam again. When retaking the Exam, you must pay another fee for the performance of the Exam. Once you have passed the Exam, you cannot retake the same exam, unless the exam objectives change. However, you may retake the test three (3) months prior to the expiration of your Certification. Further details on this policy are provided at the Certification Program Website.

4. Axis action for non-compliance

You understand and agree that, if for any reason and at its reasonable discretion, Axis believes that your Exam result do not accurately reflect your true knowledge or mastery of the subject matter of the Exam, Axis has the right to deny you any further participation in the Exam, cancel a passed Exam result, your Certified status and any other rights previously conferred on you by Axis, and to permanently bar you from any further participation in Axis Certification Program.

5. Representations and warranties

5.1 By you

You represent and warrant that: (i) you will refrain from any conduct that may harm the goodwill and reputation of Axis or its products and (ii) you shall not make any representation, warranty or promise on behalf of or binding upon Axis.

5.2 Disclaimer

Axis makes and you receive no warranties of any kind, express, implied or statutory, related to or arising in any way out of this Agreement. Axis specifically disclaims any implied warranty for merchantability, fitness for a particular purpose and non-infringement of any third party rights.

6. Privacy

By participating in Axis Certification Program and by taking the Exam, you are requested to provide Axis and/or Pearson VUE with certain of your Personal Data.

Axis will use said Personal Data to operate and administrate the Axis Certification Program including but not limited to processing necessary to maintain your status as Certified under the program. Axis may also use your Personal Data to verify the qualification of Axis' Channel Partners (for more information about the Channel Partner Program see www.axis.com/partners/channel-partner-program). Personal Data collected through and/or jointly with Pearson VUE may be combined with information collected by Axis alone.

In consequence of the above, by signing this Agreement, you accept and agree that:

- I. Axis may, alone or jointly with Pearson VUE, use, store, organize and otherwise process your Personal Data for the purpose of operating and administering the Axis Certification Program and communicate with you within the scope of Axis Certification Program;
- II. Axis may use, store, organize and otherwise process your Exam results (such as Exam score, answers provided and time consumed to complete the test) together with your Personal Data for internal business purposes such as statistical analyses and verification of Axis Channel Partners;
- III. Axis may share with and transfer your Exam results and/or your Personal Data to the company you have stated as your employer when registering for the Exam or your reasonably assumed employer (whichever applicable) if so requested by said employer, for the purpose of verifying whether your employer is qualified under Axis Channel Partner Program;
- IV. For the same purposes as described in I-III above, Axis may share with and transfer your Personal Data to its affiliates (listed in Exhibit 1 to this Agreement) and to third party companies providing services to Axis (including its affiliates) relating to Axis Certification Program. Consequently, your Personal Data may be processed in Sweden, in the country where you take the Exam and the country in which you reside (or any neighboring country thereto depending on where the relevant Axis' affiliate is established).

In respect of IV above, please rest assured that any third party company processing your Personal Data on Axis' behalf is required to maintain the confidentiality of your Personal Data and implement appropriate technical and organizational measures to protect your Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. Such third party company is also prohibited from using your Personal Data for any other purposes than providing services to Axis (including its affiliates).

Please note that you are entitled by law to, free of charge, submit to Axis a written application once per year, requesting Axis to state to you whether your Personal Data is being processed, which of your Personal Data Axis processes, where your Personal Data was collected, the purpose of the processing and to which recipients or categories of recipients your Personal Data has been transferred. Such application may be made to the address indicated in the preamble of this Agreement.

You are entitled to revoke your consent to Axis' processing of your Personal Data at any given time by notice to Axis. By doing so, you will prevent Axis from collecting additional Personal Data or completing or amending Personal Data already collected.

Finally, if you believe that any part of your Personal Data which is being processed by Axis is incorrect in any way you are entitled to request Axis to immediately correct such Personal Data or part thereof.

7. Indemnification

You agree to indemnify, defend and hold Axis harmless against any losses, liabilities, damages, claims and expenses (including attorneys' fees and court costs) arising out of any claims or suits, whatever their nature and however arising, in whole or in part, which may be brought or made against Axis, or its affiliates, officers, employees or assigns, in connection with: (i) any personal injury, property damage or other claims which are caused, directly or indirectly by any negligent act, omission, illegal or willful misconduct by you, (ii) your use or misuse of the Certification and/or the Logo; (iv) your use or misuse of Axis' confidential information; and/or (v) your breach of any obligations or warranties under this Agreement.

8. Limitation of liability

8.1 Liability

The Exam is administered by Pearson VUE. You acknowledge and agree that Axis shall have no liability to you for any claim in any way related to the Exam, including but not limited to your registration, the testing environment, delivery of the Exam, exam fees, and the accuracy, timeliness or reporting of Exam results.

8.2 Damages

Axis shall not be liable for any indirect, incidental, special, punitive, or consequential damages or any loss of profits, revenue, or data. Axis' liability for direct damages, whether in contract, tort or otherwise, shall be limited to the applicable Exam fees paid under this Agreement.

9. Independent contractor

You acknowledge that Axis and you are independent contractors. You will not represent yourself as an agent, employee, consultant, contractor or legal representative of Axis or any of its affiliates, based upon this Agreement.

10. Confidentiality undertaking

By signing this Agreement, you agree to the terms and conditions below with regard to the Exam and the Certification. This Exam (including but without limitation, questions, answers, worksheets, computations, drawings, diagrams, length and number of exam segments and/or questions, or any communication related to the Exam) is the confidential property of Axis ("Confidential Information") and is made available to you for the sole purpose of testing your knowledge in the technical area referenced in the title of the Exam for the achievement of the Certification.

You agree (i) to hold Confidential Information in confidence and take all reasonable precautions to protect it, (ii) to only use the Confidential Information during the Certification procedure and the performance of the Exam, and (iii) not to, directly or indirectly, disclose, publish, reproduce or transmit any Confidential Information completely or in part to any third party, in any form, including but not limited to verbal, written, electronic or any other means for any purpose without the prior express written permission of Axis.

Axis retains all rights, title and interest in and to all information, content and data contained in the Exam and all copyrights, patent rights, trademark rights and other proprietary rights thereto provided by Axis under the Certification procedure and Exam.

Upon any breach by you of this confidentiality undertaking, Axis may automatically and without notice withdraw your Certification. Further, Axis is entitled to pursuing any other remedy available to it for unauthorized disclosure, or for any other breach of this confidentiality undertaking.

11. General

11.1 Governing Law

This Agreement is governed by the laws of Sweden.

11.2 Severability and Waiver

The waiver by either Axis or you of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the other provisions of this Agreement shall continue in full force and effect. Except for actions for nonpayment or breach of Axis' intellectual property or other proprietary rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.

11.3 No Assignment

You may not assign your rights and/or obligations, in whole or in part, under this Agreement to any third party. Any such attempted assignment shall be null and void.

11.4 Survival

Provisions that survive termination or expiration of this Agreement include those pertaining to limitation of liability, indemnification, nondisclosure, and others which by their nature are intended to survive.

11.5 Entire Agreement

This Agreement constitutes the complete agreement between Axis and you, and supersedes all prior agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by Axis and you.

THIS AGREEMENT IS EXECUTED IN THE ENGLISH LANGUAGE. IN CASE OF ANY CONFLICT BETWEEN THE ENGLISH VERSION AND ANY TRANSLATED VERSION OF THIS AGREEMENT, THE ENGLISH VERSION SHALL PREVAIL.

Axis' affiliates

Country	Company
Sweden	Axis Communications AB
Argentina	Axis Communications AR
Australia	Axis Communications AU
Brazil	Axis Communications BR
Canada	Axis Communications CA
Chile	Axis Communications CL
China	Axis Communications CN
Czech Republic	Axis Communications CZ
Colombia	Axis Communications CO
Finland	Axis Communications FI
France	Axis Communications FR
Germany	Axis Communications DE
Great Britain	Axis Communications GB
Hong Kong	Axis Communications HK
India	Axis Communications IN
Italy	Axis Communications IT
Japan	Axis Communications JP
Macau	Axis Communications MO
Malaysia	Axis Communications MY
Mexico	Axis Communications MX
Netherlands	Axis Communications BV
New Zealand	Axis Communications NZ
Poland	Axis Communications PL
Russia	Axis Communications RU
Saudi Arabia	Axis Communications SA
Singapore	Axis Communications SG
South Africa	Axis Communications ZA
South Korea	Axis Communications KR
Spain	Axernet Communications ES
Taiwan	Axis Communications TW
Thailand	Axis Communications TH
Turkey	Axis Communications TR
United Arab Emirates	Axis Communications AE
USA	Axis Communications US

About Axis Communications

Axis enables a smarter and safer world by creating solutions for improving security and business performance. As a network technology company and industry leader, Axis offers solutions in video surveillance, access control, intercom, and audio systems. They are enhanced by intelligent analytics applications and supported by high-quality training.

Axis has around 4,000 dedicated employees in over 50 countries and collaborates with technology and system integration partners worldwide to deliver customer solutions. Axis was founded in 1984, and the headquarters are in Lund, Sweden.