

Novell Practicum Testing Center Handbook

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Novell Training Services

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Novell®

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NOVELL PRACTICUM TESTING CENTER HANDBOOK

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Introduction

The Novell Practicum Exam is a step forward in certification examinations, providing practical evaluation of a student's capabilities, rather than just the student's knowledge. As a pioneer in practical examinations, Novell has continued to improve the experience for students who wish to prove not only that they know a technology, but that they can actually perform tasks in an IT environment.

Novell's practical examinations have been validated by professional third-party psychometricians and allow the candidate to prove not only that they possess knowledge, but have proven real-world skills in the technology for which they have earned a certification.

Novell currently offers six practicum certification exams:

- Novell Certified Linux Professional (NCLP - based on SLES9)
- Novell Certified Linux Engineer (NCLE - based on SLES9)
- Novell Certified Linux Professional 10 (NCLP10 - based on SLES10)
- Novell Certified Linux Engineer 10 (NCLE10 - based on SLES10)
- Upgrade to Novell Certified Linux Engineer 10 (For those who have passed either the NCLP or NCLE certifications and wish to upgrade to NCLE10)
- Novell Certified Engineer - Enterprise Services (NCE-ES - based on Novell Open Enterprise Server 2)

Novell invites you to offer Novell Practicum exams at your site. In this handbook, we provide you with a look at the testing process, system and site requirements, partnering responsibilities, and instructions on applying to become a Novell Practicum Testing Center.

The Novell Practicum - Our History

Novell Training Services released the first Practicum in March of 2000 to support the Novell Certified Directory Engineer (CDE) certification. This exam was one of the first of its kind, testing not only the knowledge but the practical skill set of the candidate. This revolutionary model was well received by the IT certification community, as well as those who employ IT personnel, because it challenged the "paper certification" criticism of traditional technical certification programs.

Since the first Novell practicum exam deliveries in 2000, Novell Training Services has continually worked to improve and update the technology used to continue to

provide the best practical exam experience in the industry. Some of the enhancements Novell has made over the years include:

- Release of the “Next Generation” Practicum in April of 2003
- Increased availability by shifting to a web-based delivery system in 2003-2004
- Development of the practicum “Thin Client” delivery system in early 2007, cutting bandwidth requirements by approximately 70% compared to the standard web-based practicum delivery

Even today we are continually improving the system, with scheduled refinements to the registration process and the addition of more flexibility to the system in order to enhance the experience for both the student and the testing center.

The Novell Practicum Testing Process

There are four components to the Novell practicum testing process:

1. Locating a Practicum Testing Center
2. Taking the Exam
3. Receiving Exam Results
4. Reconciliation of Practicum Testing Royalties and Credits

Locating a Practicum Testing Center

- The student visits the [Practicum Exam Locator \(http://www.novell.com/training/testinfo/locator.html\)](http://www.novell.com/training/testinfo/locator.html) to locate a Practicum Testing Center and submits a request for a practicum exam key
- Within two business days of receiving the request, Novell sends two e-mails:
 - One to the student containing a practicum exam registration key
 - One to the Practicum Testing Center containing the registration details for the student, including the student’s exam key and contact information.
- Within two business days of receipt the e-mail message, the Practicum Testing Center contacts the student to confirm the scheduled exam date and time
- Any further communications about the exam’s scheduled time and date are between the Practicum Testing Center and the student

Taking the Exam

- On the scheduled date of the exam, the student travels to the testing center to take the exam at the scheduled time

- The Practicum Exam Proctor checks the prefix of the scheduled registration key and, if applicable, collects payment from the student based on the exam key prefix and country (as listed in Table 1, “Suggested Practicum Price and Royalty Rates,” on page 17) for the exam
- The Practicum Exam Proctor verifies the student’s identification using a legal form of government-issued photo identification
- If the exam is scheduled to start within 15 minutes, the proctor retrieves the Proctor Code from the Novell Practicum Portal, along with the student’s Login ID (the student’s certification ID) and password (the student’s e-mail address used to register for the exam)
- The Practicum Exam Proctor escorts the student to the exam room, ensuring that the student has no course materials/notes, audio/video recording/playback devices or communications devices and starts the exam using either the browser-based delivery or the Novell Practicum Thin Client
- Once the proctor has logged the student in and verified the exam is the exam the student intends to take, the proctor enters the proctor code and starts the exam
- The student then is given control of the exam machine so they can agree to the Novell Certification Agreement and begin their exam

NOTE: Practicum Exams typically run for 2-3 hours

Receiving Exam Results

- When the student is ready to end the exam, they press the button in the exam interface to end the exam. Once pressed, the student is asked to confirm that they wish to end the exam.

NOTE: The exam will automatically end when the exam timer runs out

- The exam is automatically graded while the student waits. The evaluation usually takes 3-5 minutes
- The exam results are displayed on the screen, and the student has the option to submit comments on their exam experience

IMPORTANT: If a student wishes to challenge their exam results, they should e-mail [Novell Practicum Support \(mailto:practicumsupport@novell.com\)](mailto:practicumsupport@novell.com) within 72 hours of receiving their result. The student can challenge their result for up to 30 days, but it is recommended that they contact Novell as soon as they have decided to challenge their result.

In order to qualify for a manual rescore of their exam, the student must state specifically the objective or objectives on which they feel they were graded incorrectly and the reason they feel they were graded incorrectly.

After 30 days have elapsed it will not be possible to manually rescore the exam and the student will have to retake the exam at their own expense

- The Practicum Testing Center prints out the results of the exam for the student
- Within 72 hours, the student's Pass/Fail score is recorded in the Novell Certification Database and is visible to the student

NOTE: If the student does not see their result reflected in their certification record, they should contact [Novell Training Services \(mailto:eddata@novell.com\)](mailto:eddata@novell.com) requesting that Novell investigate the issue. The student will need to provide their certification ID and registration key.

Reconciliation of Practicum Testing Royalties and Credits

- At the close of each calendar quarter, Novell will generate a report of all exams delivered at each Practicum Testing Center
- Novell will generate a royalty invoice which will be sent to the Practicum Testing Center for all exam registration keys beginning with NPV, ACD or DIS, less any credit for registration keys beginning with key prefixes other than NPV, ACD, or DIS
- If the credit value exceeds the royalty value for a Practicum Testing Center for the quarter, the remainder of the credit will be carried forward to the next calendar quarter and applied against that future invoice
- At the close of the calendar year, any remaining credit due the Practicum Testing Center will be paid to the Practicum Testing Center by Novell

System and Site Requirements

Beginning in 2007, Novell started providing two methods of delivering Practicum exams. Depending on the test center location, hardware, and software configuration, either method may be used. At present, we generally permit the testing center to determine which method of exam delivery is used. For bandwidth-challenged areas, we highly recommend using the “thin client” delivery mechanism. The technology we use for bandwidth compression and sensitivity to Internet latency usually provides the best user experience.

In order to provide the most stable, reliable testing environment for each Practicum exam, those who want to become Practicum Exam Providers must meet the requirements as outlined below.

IMPORTANT: The use of wireless cards to connect the exam machine to the network is not recommended or supported. Any loss of connection to the network will affect exam performance and will likely cause frustration for the student taking the exam.

If a wireless card is used for exam delivery and any additional costs are incurred as a result of problems with the exam delivery, the Practicum Testing Center will be responsible for covering those costs.

SYSTEM REQUIREMENTS (Browser Delivery)

- Open Ports in your firewall (outbound):
 - 5800–5810
 - 5900-5910
 - 80
 - 443
- 50 KB/s (400 Kbps) of dedicated bandwidth per exam during exam delivery

IMPORTANT: This bandwidth requirement is not based on the speed rating of your connection to the Internet. You may have a 10 Mbps connection to the Internet, but the required bandwidth is end-to-end from your location to the servers at Novell. As a Practicum Testing Center, you can test this at any time from your proctor machine by logging in and selecting “Browser Test” from the menu. The measured speed will vary as users on your network utilize the connection and will also be dependent on network traffic between the testing site and the servers at Novell’s offices

NOTE: If you plan on offering multiple exams at the same time, make sure you have sufficient bandwidth to handle the needs of all exams being delivered.

- A supported web browser:
 - Firefox 2 or later
 - Internet Explorer 6 or later
- Sun Microsystems Java Virtual Machine version 1.4.x or later installed and enabled in the browser
- Other Java Virtual Machine providers (such as Microsoft's JVM, OpenJDK, or IcedTea) must be disabled
- English operating system:
 - Windows 2000 or later
 - SUSE Linux Enterprise 9 or later
 - openSUSE 10.2 or later
- 512 MB of physical memory
- Macromedia Flash Player installed and configured in the browser
- No additional browser plugins or add-on toolbars installed other than those required for the exam
 - Yahoo, Google, and other such custom toolbars include pop-up blockers and cookie blockers and are known to interfere with exam delivery
 - Additional plugins in Mozilla or Internet Explorer may also cause unexpected results
- Cookies and browser cache enabled
- Printer for printing exam results
- Standard physical US English 101-key keyboard

NOTE: Virtual/Simulated US keyboards are not supported and may lead to confusion on the part of the candidate.

- Mouse
- Video card with resolution of at least 1024x768
- 17" Monitor

SYSTEM REQUIREMENTS (Thin Client Delivery)

When delivering practicum exams using the thin client delivery mechanism, the testing center uses a bootable CD-ROM that is pre-configured for the exam environment.

- 15 KB (120 Kbps) of bandwidth per exam during exam delivery

-
- Open ports in your firewall (outbound):
 - 22
 - PC compatible machine with a minimum of:
 - 128MB of RAM
 - CDROM drive configured as a Boot device.
 - SVGA compatible video card capable of at least 1024x768 resolution.
 - 17" Monitor
 - Standard US English 101-key keyboard
 - Mouse (USB mouse recommended)
 - Supported Network Interface Card (NIC)

Site Requirements

Each testing location must:

- Successfully complete system configuration check on a system used for exam delivery
- The site proctor needs to be trained on Novell's proctoring procedures and in using the scheduler
- Upon successful completion of the configuration check and proctor training, the site's management must sign the Novell Practicum Testing Center Agreement

NOTE: Before any exams are delivered by a testing center, the first three items in this list *must* be completed

- Have a dedicated area within their training center for testing that is quiet, secure and free of regular foot traffic
- Have a dedicated exam proctor onsite
- Upon Novell's request, submit to an audit of the center's Practicum testing environment
- Accept all Novell electronic registration keys for Practicum exams
- Make every reasonable effort to provide the Novell Practicum exam for a student on date and time scheduled
- Make every effort to work with Novell to resolve any customer satisfaction issues related to exam delivery
- If an issue occurs during an exam delivery or when a student arrives onsite, the partner will contact Novell via live chat or telephone to determine a proper

course of action rather than send the student away and have them return at a later date/time

- Inside the US: 1-800-233-3382, Option 8
- Outside the US: 1-801-861-3382, Option 8

Partnership Responsibilities

This section outlines the responsibilities of Novell Training Services, the Practicum Testing Center, and the Exam Proctor.

Novell Training Services Responsibilities

- Publish partner guidelines and requirements for test delivery
- Publish the Practicum Handbook to help Practicum Testing Centers prepare for exam delivery
- Process Practicum Testing Center applications
- Certify Practicum Testing Center readiness to provide exams
- Provide Practicum Testing Center site location and contact information as part of the Novell Training Services web site
- Provide real-time technical support for exams via Practicum Live Chat and phone 24x7x365 excluding US holidays
- Invoice royalty payments for all qualified registration keys each quarter (less any credit from the current or previous periods) with terms of no less than net 30
- Pay any remaining credit due the Practicum Testing Center at the end of the contract year
- Confirm scheduled exam date and time with a confirmation e-mail to the student
- Deliver exam on date and time scheduled
- Monitor exam performance and maintain the delivery system infrastructure
- Provide a mechanism for scheduling exams
- Provide a mechanism for students to request registration keys
- Update the Novell Certification database with Practicum exam results
- Send out electronic Welcome Aboard Kits to candidates who pass Practicum exams that lead to certification
- Provide customer service related to exam and certification results

Novell Practicum Testing Center Responsibilities

- Maintain hardware, network infrastructure, and system requirements for optimum test delivery
- Ensure changes in the network environment do not affect exam delivery, including (but not limited to):
 - Changes in firewall configuration

- Changes in installed software on the computer delivering the exam to the student
- Network routing changes/infrastructure changes
- Work with Novell to perform a trial run of the system before offering first exam
- Dedicate an area within their training center for testing that is quiet, secure and free of regular foot traffic
- Contact each student who registers for an exam at the testing center within 2 business days to coordinate the exam date and time
- Schedule candidate exams at least 2 business days before the exam is to be delivered

NOTE: Emphasize to the student that their exam must start no more than 15 minutes before or after the scheduled time and they must plan accordingly. Exams that are not started within 15 minutes of the scheduled time will have to be rescheduled for another day no fewer than 2 business days from the currently scheduled date.

- Contact [Novell's Practicum team \(mailto:practicum@novell.com\)](mailto:practicum@novell.com) at least 2 weeks in advance of any training event that will include exams for more than 2 candidates to ensure there are no scheduling conflicts with other groups and that the testing center has sufficient bandwidth to run the desired number of exams
- Prepare the exam environment prior to scheduled exam, including locating the student's login information in the Novell Practicum Portal
- Provide a dedicated exam proctor
- Submit at any time to an audit by Novell of their Practicum testing environment
- Make every reasonable effort to provide the Novell Practicum exam for a student on date and time scheduled
- Make every effort to work with Novell to resolve any customer satisfaction issues related to exam delivery
- Pay the amount invoiced within the net terms of the invoice
- Agree to use the "thin client" delivery method if students experience undue internet latency or complaints arise from general exam usability. Novell will notify you within 30 days before we will expect you to conform to our request to use the "thin client" method exclusively for all future exams
- Notify Novell when changes in the center's testing infrastructure occur so a system re-test can be completed in order to ensure the infrastructure changes have not affected exam delivery

Practicum Exam Proctor Responsibilities

Novell's Practicum exams are closed-book exams. It is the proctor's responsibility to ensure exam security is not compromised.

Proctor responsibilities include:

- Check students in and out of exam
- Verify the student's identification using a government-issued photo ID prior to exam delivery
- Ensure the student does not take anything into testing area including food and/or drink
- Ensure the student does not utilize any electronic devices during exam such as cell phones, PDAs, music players, storage media/devices, etc.
- Ensure the student does not utilize any written information during exam
- Ensure the student does not access resources outside of the testing environment (websites, chat sessions, etc.) to obtain information on how to complete tasks in the exam
- Ensure the student does not copy exam objectives from their exam environment (in the form of screen captures, etc.)
- Provide a quiet and secure environment for the exam
- Launch exam using the assigned proctor code no more than 15 minutes before or after the time the exam is scheduled

NOTE: Exams that are not started within 15 minutes of the scheduled time will have to be rescheduled for another day no fewer than 2 business days from the currently scheduled date.

- Monitor exam stability and immediately report any problems with the exam or the exam candidate to Novell
- Print a copy of the exam results for the student
- Collect payment from the student based on their exam key prefix and the center's geographic location as found in Table 1, "Suggested Practicum Price and Royalty Rates," on page 17

Practicum Exam Suggested Retail Prices and Royalty Rates

The Suggested Practicum Price to charge the candidate and the Royalty amount that will be invoiced by Novell for registration keys beginning with prefixed NPV, ACD or DIS, are in the table below. The table also lists the amount Novell will deduct from the testing center's invoice for registration keys that begin with other prefixes.

Practicum Testing Centers may charge a price other than the suggested retail price (for example, they may charge less than the suggested price for a custom course that includes testing), but the royalty and reimbursement amounts listed below are non-negotiable.

NOTE: If a candidate presents a registration key with a prefix other than NPV, ACD or DIS, they *must not* be charged by the testing center. Novell will reimburse the Practicum Exam Provider for these exams at the rate listed below in Table 1.

Table 1 Suggested Practicum Price and Royalty Rates

Country/RSC	Registration Key beginning with NPV-		Registration Key beginning with ACD-		Registration Key beginning with DIS-		All Other Key Prefixes	Currency
	Suggested Practicum Price	Royalty Remitted to Novell	Suggested Practicum Price	Royalty Remitted to Novell	Suggested Practicum Price	Royalty Remitted to Novell	Novell will deduct from royalty owed to Novell before invoicing	
US & Canada								
United States	195	100	55	28	98	50	20	USD
Canada	250	125	71	35	125	63	25	CAD
EMEA								
EMEA Central								
Austria	195	100	55	28	98	50	20	Euro
Germany	195	100	55	28	98	50	20	Euro
EMEA Mediterranean Region								
Cyprus	98	50	28	14	49	25	10	USD
France	195	100	55	28	98	50	20	Euro
Greece	98	50	28	14	49	25	10	USD
Italy (inc. Malta)	156	80	44	23	78	40	16	Euro
N.W. Africa (Algeria, Cote d'Ivoire, Morocco, Senegal, Tunisia)	78	40	22	11	39	20	8	USD
Spain/Portugal	156	80	44	23	78	40	16	Euro
Switzerland	195	100	55	28	98	50	20	USD
EMEA Northern & Eastern Region								

Country/RSC	Registration Key beginning with NPV-		Registration Key beginning with ACD-		Registration Key beginning with DIS-		All Other Key Prefixes	Currency
	Suggested Practicum Price	Royalty Remitted to Novell	Suggested Practicum Price	Royalty Remitted to Novell	Suggested Practicum Price	Royalty Remitted to Novell	Novell will deduct from royalty owed to Novell before invoicing	
Belgium (inc. Luxembourg)	195	100	55	28	98	50	20	Euro
CIS (Georgia, Kazakhstan, Moldova, Russia, Ukraine, Uzbekistan, Russian Federation)	78	40	22	11	39	20	8	USD
Czech Republic (inc. Slovakia)	98	50	28	14	49	25	10	Euro
Denmark	195	100	55	28	98	50	20	Euro
Finland	156	80	44	23	78	40	16	Euro
Hungary	98	50	28	14	49	25	10	Euro
Netherlands	195	100	55	28	98	50	20	Euro
Norway	195	100	55	28	98	50	20	USD
Poland (Inc. Estonia, Latvia, Lithuania)	98	50	28	14	49	25	10	Euro
S.E. Europe (Belarus, Bulgaria, Croatia, Croatia or Hrvatska, Macedonia, Romania, Slovenia, Yugoslavia)	78	40	22	11	39	20	8	USD
Sweden	195	100	55	28	98	50	20	Euro
EMEA Western Region								
Israel	98	50	28	14	49	25	10	USD
Middle East (Bahrain, Egypt, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, Turkey, UAE)	98	50	28	14	49	25	10	USD

Country/RSC	Registration Key beginning with NPV-		Registration Key beginning with ACD-		Registration Key beginning with DIS-		All Other Key Prefixes	Currency
	Suggested Practicum Price	Royalty Remitted to Novell	Suggested Practicum Price	Royalty Remitted to Novell	Suggested Practicum Price	Royalty Remitted to Novell	Novell will deduct from royalty owed to Novell before invoicing	
Rest of Africa (Botswana, Gabon, Ghana, Kenya, Malawi, Mauritius, Namibia, Nigeria, Reunion, Seychelles, Tanzania, Zimbabwe)	78	40	22	11	39	20	8	USD
South Africa	98	50	28	14	49	25	10	USD
United Kingdom / Ireland (U.K, UK.)	195	100	55	28	98	50	20	Euro
Latin America								
Argentina	86	43	24	12	43	21	9	USD
Bahamas	86	43	24	12	43	21	9	USD
Barbados	86	43	24	12	43	21	9	USD
Bermuda	86	43	24	12	43	21	9	USD
Bolivia	86	43	24	12	43	21	9	USD
Brazil	86	43	24	12	43	21	9	USD
Cayman Islands	86	43	24	12	43	21	9	USD
Chile	86	43	24	12	43	21	9	USD
Colombia	86	43	24	12	43	21	9	USD
Costa Rica	86	43	24	12	43	21	9	USD
Dominican Republic	86	43	24	12	43	21	9	USD
Ecuador	86	43	24	12	43	21	9	USD
Guatemala	86	43	24	12	43	21	9	USD
Honduras	86	43	24	12	43	21	9	USD
Jamaica	86	43	24	12	43	21	9	USD
Mexico	86	43	24	12	43	21	9	USD
Netherlands Antilles	86	43	24	12	43	21	9	USD
Panama	86	43	24	12	43	21	9	USD
Paraguay	86	43	24	12	43	21	9	USD
Peru	86	43	24	12	43	21	9	USD
Puerto Rico	86	43	24	12	43	21	9	USD
Suriname	86	43	24	12	43	21	9	USD

Country/RSC	Registration Key beginning with NPV-		Registration Key beginning with ACD-		Registration Key beginning with DIS-		All Other Key Prefixes	Currency
	Suggested Practicum Price	Royalty Remitted to Novell	Suggested Practicum Price	Royalty Remitted to Novell	Suggested Practicum Price	Royalty Remitted to Novell	Novell will deduct from royalty owed to Novell before invoicing	
Trinidad & Tobago	86	43	24	12	43	21	9	USD
Uruguay	86	43	24	12	43	21	9	USD
Venezuela	86	43	24	12	43	21	9	USD
APAC								
Australia	232	116	65	33	116	58	23	USD
Bangladesh	86	43	24	12	43	21	9	USD
Brunei	86	43	24	12	43	21	9	USD
Fiji	86	43	24	12	43	21	9	USD
Guam	86	43	24	12	43	21	9	USD
Hong Kong (Myanmar)	86	43	24	12	43	21	9	USD
Indonesia	86	43	24	12	43	21	9	USD
Macau	86	43	24	12	43	21	9	USD
Malaysia (Malasia)	86	43	24	12	43	21	9	USD
Nepal	86	43	24	12	43	21	9	USD
New Caledonia	86	43	24	12	43	21	9	USD
New Zealand	213	107	60	30	107	53	21	USD
Pakistan	86	43	24	12	43	21	9	USD
Papua New Guinea	86	43	24	12	43	21	9	USD
Philippines	86	43	24	12	43	21	9	USD
Singapore	86	43	24	12	43	21	9	USD
South Korea / Korea (South)	86	43	24	12	43	21	9	USD
Sri Lanka	86	43	24	12	43	21	9	USD
Taiwan	86	43	24	12	43	21	9	USD
Thailand	86	43	24	12	43	21	9	USD
Vietnam	86	43	24	12	43	21	9	USD
Other								
Japan	21500	11000	6100	3100	11000	5500	2200	JPY
China	86	43	24	12	43	21	9	USD
India	3000	2500	1500	1000	1500	1250	500	INR

Practicum Testing Center General Terms and Conditions

- 1. Term and Termination.** This Agreement, and the authorization granted hereunder, begin upon acceptance by Novell of your signed Novell Practicum Testing Partner Agreement, and expire December 31, 2009. The Agreement and authorization may be renewed for additional terms of 1 calendar year upon Novell's acceptance of a Partner request to continue as a Novell Practicum Testing Partner. Either party may terminate this Agreement for breach of any material term by the other party that is not cured upon 30 days written notice. If the Agreement is renewed after its initial term, during the renewal period, either party may terminate the Agreement for its convenience upon 30 days notice.
- 2. Payments.** All payments will be due 30 days from date of invoice. Past due balances shall be subject to an interest charge of the lesser of 1.5% per month or the highest rate allowed by law.

 - a. Taxes.** Prices are exclusive of applicable taxes. Partner agrees to pay and bear the liability for any taxes associated with the marketing and delivery of the products or services, if applicable, including sales, use, excise and added value taxes but excluding: i) taxes based upon Novell's net income, capital, or gross receipts, or ii) any withholding taxes imposed if such withholding tax is allowed as a credit against U.S. income taxes of Novell such as a withholding tax on a royalty payment made by Partner where such withholding is required by law. If Partner is required to withhold taxes, Partner shall furnish Novell receipts and documentation substantiating such payment. If Novell is required by law to remit any tax or duty on behalf, or for the account, of Partner upon the marketing or delivery of the Novell Products, Partner agrees to reimburse Novell within 30 days after Novell notifies Partner in writing of such remittance. Partner shall provide Novell valid tax exemption certificates in advance of any remittance otherwise required to be made by Novell on behalf, or for the account of, Partner where such certificates are applicable.
 - b. Delivery.** For any delivery from the U.S. to destinations within the U.S.A., delivery terms are FCA Novell's Dock (INCOTERMS 2000). Novell will ship ground only and prepay freight from Novell's Dock to Partner's forwarder or named destination. All other freight arrangements will be billed to Partner. For delivery from the U.S. to destinations outside the U.S.A., delivery terms are DDU-POE (Delivery Duty Unpaid – Port of Entry) as defined in INCOTERMS 2000. Novell will select a carrier and will prepay shipping and handling charges. You will be responsible for all applicable import duties and value added tax, goods and services tax, or other similar taxes and fees.
 - c. Title and Risk of Loss.** For any shipment within the United States, title to any deliverables, exclusive of Novell's rights to intellectual property, and risk of loss will pass to Partner upon delivery to Partner's carrier. For shipments from the U.S. to outside the U.S., title to and risk of loss will remain with

Novell until the shipment arrives at the importing country's entry port (or at a bonded warehouse within Canada or Mexico if Partner so requests shipment). Notwithstanding the above provisions, no title to Master Software is transferred to Partner.

- 3. Laws.** Unless subsection(s) (a) to (c) applies, this Agreement shall be governed by the substantive laws of the State of Utah and applicable federal (U.S.) laws, without regard to any choice of law provisions. If either party initiates legal proceedings to enforce a term of the Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees. Each party will, at its own expense, comply with any applicable law, statute, ordinance, administrative order, rule and regulation.

 - a.** Where the Partner's country of principal residence is Thailand, Vietnam, the Philippines, Indonesia or Pakistan, then this Agreement will be governed by the laws, excluding the private international law rules, of Singapore. All disputes arising out of or in connection with this Agreement will finally be settled under the Rules of Arbitration of the Singapore International Arbitration Centre by a single arbitrator appointed in accordance with the said Rules. The language to be used in the arbitral proceedings will be English and the place of arbitration will be Singapore. The arbitral award made and granted by the arbitrator will be final, binding and incontestable and may be used as a basis for enforcement of the award in the place of residence or business of the parties.
 - b.** Where the Partner is principally resident in China (excluding Hong Kong, S.A.R.), then this Agreement will be governed by the laws of Hong Kong, S.A.R. All disputes arising out of or in connection with this Agreement will be settled by arbitration at the Hong Kong International Arbitration Centre ("HKIAC") in Hong Kong under the Hong Kong Arbitration Ordinance. The arbitration will be carried out before 3 arbitrators, each of the parties will appoint one arbitrator and the third will be chosen by HKIAC in accordance with HKIAC Procedures for Arbitration. The arbitration will be conducted in the English language. Any arbitral award will be final and binding on the parties. The expense of the arbitration will be borne between the parties as determined by the arbitrators.
 - c.** Where the Partner is principally resident in any of the other countries in Asia Pacific, this Agreement will be governed by the substantive law, excluding the private international law rules, of the country of principal residence of the Novell Entity and, where applicable, the state of principal residence in the country of principal residence of the Novell Entity. An action at law hereunder may only be brought before a court of appropriate jurisdiction in the state whose law governs this Agreement.
 - d.** To the extent their exclusion is permissible, the terms of the United Nations Convention on the International Sale of Goods will not apply to this contract, even where they have been adopted as part of the domestic law of the country whose law governs the contract.

4. Limited Warranty/Limitation of Liability. NOVELL'S ENTIRE LIABILITY AND PARTNER'S EXCLUSIVE REMEDY FOR ANY CLAIMS CONCERNING THIS AGREEMENT AND PRODUCTS OR SERVICES ACQUIRED OR RECEIVED PURSUANT TO THIS AGREEMENT ARE SET FORTH IN THIS SECTION.

- a. *Disclaimer of Warranties.* Novell provides to End Users only warranties for Novell products as described in the software license agreement accompanying each Novell product. Any software or services are provided to You is "AS IS" without any warranty. NOVELL DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOVELL DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR WITHOUT ERROR.
- b. *Limitation of Liability.* NOVELL WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, SPECIAL, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL LOSS (INCLUDING LOSS OF PROFITS, BUSINESS, OR DATA). NOVELL SHALL NOT BE LIABLE FOR DAMAGE OF ANY KIND ARISING UNDER OR OUTSIDE OF THIS AGREEMENT, WHETHER IN A CONTRACT, TORT, OR OTHER ACTION. NOVELL'S LIABILITY FOR ANY CAUSE OF ACTION ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (1) THE AMOUNT PAID BY YOU TO NOVELL DURING THE PREVIOUS 12 MONTHS OF THE AGREEMENT OR (2) US\$1,000. THIS LIMITATION DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY CAUSED BY NOVELL'S NEGLIGENCE.
- c. *Australia.* Where this agreement is governed by the laws of a state of Australia, this section applies.
 - i. *Trade Practices Act.* WHERE ANY LEGISLATION, SUCH AS THE TRADE PRACTICES ACT, IMPLIES INTO THIS AGREEMENT ANY CONDITION OR WARRANTY AND THAT LEGISLATION AVOIDS OR PROHIBITS PROVISIONS IN A CONTRACT EXCLUDING THE APPLICATION OF THE CONDITION OR WARRANTY, THE LIABILITY OF NOVELL FOR ANY BREACH OF THE CONDITION OR WARRANTY IS LIMITED AT THE OPTION OF NOVELL TO ANY ONE OR MORE OF THE FOLLOWING: A) IF THE BREACH RELATES TO GOODS, REPLACING THE GOODS OR THE PAYMENT OF THE COST OF ACQUIRING EQUIVALENT GOODS OR REPAIRING THE GOODS OR PAYMENT OF THE COST OF REPAIRING THE GOODS; B) IF THE BREACH RELATES TO SERVICES, THE SUPPLYING OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN. NOTHING HEREIN IS INTENDED TO RESTRICT OR EXCLUDE ANY LIABILITY OF

NOVELL UNDER PART VA OF THE AUSTRALIAN TRADE PRACTICES ACT 1974.

- d. *New Zealand.* Where this agreement is governed by the laws of New Zealand, this section applies.
 - i. *Fair Trading Act.* WHERE ANY LEGISLATION, SUCH AS THE FAIR TRADING ACT, IMPLIES INTO THIS AGREEMENT ANY CONDITION OR WARRANTY AND THAT LEGISLATION AVOIDS OR PROHIBITS PROVISIONS IN A CONTRACT EXCLUDING THE APPLICATION OF THE CONDITION OR WARRANTY, CUSTOMER ACKNOWLEDGES THAT, IN ENTERING INTO THIS AGREEMENT, SAVE FOR THOSE EXPRESSLY STATED HEREIN, IT HAS NOT RELIED ON ANY STATEMENT, OR REPRESENTATION OR INFORMATION SUPPLIED BY NOVELL. FOR AVOIDANCE OF DOUBT, NOTHING IN THIS AGREEMENT (INCLUDING SECTION 10.c ABOVE) EXCLUDES ANY LIABILITY OF A PARTY UNDER, OR LIMIT OR AFFECT THE APPLICATION OF, THE FAIR TRADING ACT.
 - ii. *Consumer Guarantees' Act.* CUSTOMER ACKNOWLEDGES THAT IT ACQUIRES THE SERVICES FOR ITS BUSINESS PURPOSES AND ACCORDINGLY THE PROVISIONS OF THE CONSUMER GUARANTEES ACT DO NOT APPLY.
- e. *Singapore.* Where this agreement is governed by the laws of Singapore, then this section applies.
 - i. *Contracts (Rights of Third Parties) Act (Cap 53B).* A PERSON WHO IS NOT A PARTY TO THIS AGREEMENT SHALL HAVE NO RIGHT UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP 53B) TO ENFORCE ANY OF ITS TERMS.

5. General Terms.

- a. *Entire Agreement.* This Agreement sets forth the entire agreement and understanding between the parties as to its subject matter and is intended to be the complete and exclusive statement of such agreement and understanding.
- b. *Confidentiality Provision.* Confidential Information means any information that the disclosing party desires to protect against unrestricted disclosure or use by the receiving party and that (i) if disclosed in tangible form, is marked in writing as "confidential" or (ii) if disclosed orally or visually, is designated orally at the time of disclosure as "confidential." Confidential Information will not include any information that (1) is already in the possession of the receiving party without obligation of confidence; or (2) is independently developed by the receiving party; or (3) becomes available to the general public without breach of this Agreement; or (4) is rightfully received by the receiving party from a third party without obligation of confidence; or (5) is released for disclosure by the disclosing party with its written consent. The

receiving party of Confidential Information under this Agreement agrees to exercise reasonable care to protect Confidential Information from unauthorized disclosure or use, which care shall be no less than the receiving party gives to protect its own trade secrets. The receiving party may disclose Confidential Information only to its employees or agents who need to know such information and shall inform such employees, by way of policy and agreement, that they are bound by obligations of confidentiality. These confidentiality obligations shall survive for three (3) years after expiration or termination of the Agreement.

- c. *Export Compliance.* Partner is responsible for ensuring that any export or re-export by Partner of Novell products directly or indirectly is in accordance with the U.S. Export Administration Regulations and the laws of host countries. Novell assumes no responsibility or liability for Partner's failure to obtain any necessary export approvals. No Novell product may be exported to embargoed or otherwise restricted countries or end users. Please consult the Bureau of Industry and Security web page and other sources before exporting Novell products from the U.S. and familiarize yourself with the laws of destination countries before re-exporting Novell products. For more information on exporting Novell Software see the Novell Export Matrix at <http://www.novell.com/info/exports/>.
- d. *Non-Waiver.* No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion.
- e. *Supplementation of Agreement.* This Agreement shall not be supplemented or modified by any course of dealing or usage of trade. Variance from or addition to the terms and conditions of this Agreement in any written notification from Partner will be of no effect, unless otherwise expressly provided in this Agreement or agreed to in writing by Novell. Except by changes made by Novell to the Program Guide, this Agreement may only be amended in writing signed by Novell and Partner.
- f. *Assignment.* This Agreement is not assignable by Partner, in whole or in part, without Novell's prior written consent. Notwithstanding, Novell will not unreasonably withhold consent to an assignment of this Agreement or any part of this Agreement to a parent, subsidiary or affiliate. Any attempted assignment without Novell's written consent will be null and void. Novell may assign this Agreement upon written notice to Partner.
- g. *Handbook Changes.* Novell may modify the provisions of this Handbook at any time. Any changes will apply only to exam delivery or other activities that take place after the effective date of the changes. If any material change to the Handbook has an adverse effect on Your participation as a TestingCenter, You will be entitled to terminate the Novell Practicum Testing Center Partner Agreement (and your participation as a TestingCenter) by sending written notice to Novell within 30 days after you receive notice of the Handbook change.

- h.** *Records Examinations.* Partner agrees to allow Novell to examine Partner's records to determine compliance or non-compliance with this Agreement. Any examination will be at the expense of Novell and will be solely for the purposes of ensuring Agreement compliance, will be conducted only by an authorized representative of Novell, will occur during regular business hours at Partner's offices, and will not interfere unreasonably with Partner's business activities. Examinations will be made no more frequently than quarterly, and Novell will give Partner 10 days or more prior written notice of the date of each such examination and identify the name of the Novell authorized representative who will be conducting the examination. All information obtained during the audit will be maintained confidential. The examiner will give Partner and Novell an examination report containing information necessary to indicate compliance or the level and manner of non-compliance with the Agreement.
- i.** *Independent Partners.* The parties to this Agreement are independent Partners. Partner shall not, except in accordance with this Agreement, represent itself to be an agent or legal representative of Novell.