
Notice!

Before Licensor will grant certification under any Licensor certification program, you must communicate to Licensor that you agree to the terms of the following Certification Agreement ("Agreement"). You may communicate your agreement either electronically in the manner described below or by mailing to Licensor a signed, printed copy of the Agreement's Signature Form. In either case, please read the Agreement carefully when you take your first test.

ELECTRONIC AGREEMENT. You may accept the terms of the Agreement electronically at your testing center. As part of the test taking process, a screen will appear asking you if you have read and agree to the terms and conditions of the Certification Agreement. Answering affirmatively to the questions on the screen will confirm your agreement.

SIGNATURE FORM. Alternatively, if you sign the printed Signature Form to show your acceptance of the Agreement, return it to the applicable Licensor address listed on the form.

MINORS PLEASE NOTE: If you are a minor under the laws of the state or country in which you reside, you must sign the Signature Form instead of agreeing electronically. The Signature Form needs to be countersigned by your parent or legal guardian. The Agreement will automatically terminate when you reach the age of majority unless you complete and sign the Certification Agreement being used generally by Licensor at that time and return it to Licensor.

Copies of the Agreement are available from your testing center and are available at the Licensor Training Services home page:
<http://www.novell.com/training/certinfo/certagr.html>.



CERTIFICATION AGREEMENT

This Certification Agreement (“Agreement”) is between You and, depending on Your country of residence, the respective NetIQ, Novell, or SUSE entity identified in the table at the end of this Agreement or in the Program Guide (“Licensor”).

1. **PURPOSE.** This Agreement describes the terms under which Licensor may authorize You to make use of certain Certification Marks and Certification Program benefits. If you do not accept this Agreement, You may not access or use any Certification Mark or other benefit.

2. DEFINITIONS.

2.1. Authorized Training Center means any organization that has been approved by Licensor as an authorized training facility through a formal licensor training Program. Examples include Licensor-approved Training Partners or Academic Training Partners.

2.2. Certification means notification by Licensor in writing that You have achieved Certification status for an applicable Program based on Your completing certification requirements. Ongoing Certification requires Your maintaining compliance with requirements to use the corresponding Marks as described in the Program Guide.

2.3. Certification Marks or Marks means the specific mark or logo designated for a specific Program as identified in the Program Guide.

2.4. Certification Program or Program means a certification program related to a particular Licensor product or technology as described in the Program Guide.

2.5. Licensed Services means the administration or pre- and post-sales service and support of Licensor's network computing products that correspond with a Certification Program successfully completed by You. Licensed Services does not mean services relating to non-Licensor products. Licensed Services may be more fully described in the Program Guide.

2.6. Licensor means, depending on Your country of residence, the respective Novell, NetIQ, or SUSE entity, as identified at in the table at the end of this Agreement or in the Program Guide (“Licensor”).

2.7. Program Guide means Licensor's on-line documentation for a Certification Program. Any modification made by Licensor to a Program shall become effective upon publication of the revision.

3. CERTIFICATION AND LICENSE GRANT.

3.1. Achieving Certification. To obtain a Certification you must i) pass all required exams and satisfy any other requirements identified in the Program Guide, ii) accept and agree to comply with the Agreement terms, and iii) have been notified by Licensor in writing that You have achieved Certification status for the applicable Program.

3.2. Use of Certification Marks. Subject to the Agreement terms, and Your compliance with any continuing Certification requirements, Licensor grants You a non-exclusive and non-transferable license to use the Marks solely in connection with providing the Licensed Services that correspond to a Certification You have earned. You or Your agents may use the Marks on such promotional display and advertising materials to promote the Licensed Services corresponding to Your Certification. You may not use the Marks for any purposes that are not directly related to the provision of such Licensed Services.

3.3. Maintaining Certification. You may maintain a Certification by completing any continuing requirements described in the Program Guide. Licensor has the right not to grant or renew Certification status if Licensor in its discretion determines Your Certification or use of the corresponding Marks may adversely affect Licensor. Licensor may modify the requirements for obtaining or maintaining any Certification. You are solely responsible for keeping yourself informed of Licensor's continuing Certification requirements and for maintaining Your Certification. If You do not complete any requirements for maintaining a Certification, Your Certification for that particular Program will be revoked without further notice, and all related benefits (including use of a Mark) will terminate.

3.4. Instructor Certification. If You have successfully completed the CNI (“Certified Novell Instructor”) Certification requirements or another instructor certification, the following provisions apply:

3.4.1. Licensed Services means teaching specific Licensor-authorized courses through an Authorized Training Center. Licensed Services does not mean teaching a course not authorized by Licensor or a course for which you have not completed all Program requirements.

3.4.2. You are authorized to teach authorized Licensor courses only at an Authorized Training Partner by which you are employed or with which you are working as an independent contractor. You must notify Licensor of any change to Your address or Authorized Training Partner.

3.5. Certification Status. You authorize Licensor to make Your name, contact info, Certification status, and course authorizations available to Authorize Training Partners and other persons who request it. It is Your responsibility to ensure that such information provided to Licensor about You is current and accurate.

3.6. Transfer of Certification. You retain Your certification status if You leave Your current employment and/or begin working with a new organization. However, You may not transfer Your Program certification to another person.

3.7. Confidential Exam Content. You agree that the content of Certification exams, including exam questions and answers, are Licensor's confidential information and are protected by trade secret laws. You may not disclose or discuss any exam content with another person or publish any content in any forum or through any medium. In addition to other legal remedies available to Licensor to protect exam information, a person that violates the provisions of this paragraph or engages in any fraudulent exam behavior may be decertified

and declared ineligible to participate in the Program in the future.

4. **TERM AND TERMINATION.**

4.1. Term. This Agreement begins on the earlier of i) the date You communicate You accept the Agreement and begin taking a Certification exam, or ii) your access to a Certification exam, and will terminate as provided below. If after achieving a Certification You later upgrade Your status to include any other Program Certifications, this Agreement will remain in effect and govern Your right to use any other Program benefits.

4.2. Termination for Convenience. Either party may terminate this Agreement without cause by giving 30 days or more prior written notice to the other party.

4.3. Default. Licensor may terminate this Agreement upon the occurrence of any of the following events:

4.3.1.If You fail to perform any Agreement obligations or applicable Certification requirements;

4.3.2.If You render the Licensed Services without complying with the testing required under this Agreement, or if You discontinue offering the Licensed Services;

4.3.3.If any government agency or court finds that Licensed Services as provided by You are defective or improper in any manner; or

4.3.4.If any actual or potential adverse publicity or other information about You, Your provision of the Licensed Services, or Your use of the Marks causes Licensor in its judgment to believe that Licensor's reputation may be adversely affected.

4.4. Automatic Termination. This Agreement will automatically terminate if you lose Your Certification status, or if Licensor notifies you it has canceled Your Certification Program.

4.5. Effect of Termination. Upon termination of this Agreement for any reason, You must immediately cease all display, advertising, and other use of the Marks and You must return all trademark collateral to Licensor. Upon termination, all Agreement rights granted to You cease. You agree that neither Licensor or its affiliates or suppliers will be liable to You or a third party for costs or damages of resulting from Agreement termination or Certification cancellation.

5. **CONDUCT OF BUSINESS.** You agree to: i) conduct business in a manner which reflects favorably at all times on the products, goodwill and reputation of Licensor; ii) avoid deceptive, misleading or unethical practices; iii) refrain from making any representations, warranties, or guarantees regarding Licensor or its products; iv) comply with U.S. export regulations and any other applicable laws or regulations; and v) comply with intellectual property rights protections for Licensor exams, software, and other products or technology.

6. **RESERVATION OF RIGHTS.** Licensor reserves all rights not expressly granted in this Agreement. You acknowledge Licensor's sole ownership of the Marks and any associated goodwill, and agree Licensor retains all right, title and interest in and to the Marks and goodwill.

6.1. No Registration By You. You agree not to file any trademark, service or certification mark, or other mark or name in any country, for any mark or name that in Licensor's opinion is similar to or that contains in whole or in part a Licensor name or trade or other mark. You agree not to register or use as Your own any internet domain name which contains Licensor's name or Marks or which is confusingly similar thereto. This section will survive Agreement termination.

6.2. Protection of Rights. You agree to assist Licensor, to the extent reasonably necessary and at Licensor's expense, to protect or to obtain protection for any of Licensor's rights to the Marks. In addition, if Licensor requests that You discontinue using the Marks and/or substitute using a new or different mark, You will immediately cease use of the Marks and cooperate fully with Licensor to ensure all legal obligations have been met with regards to use of the Marks.

7. **NO WARRANTIES.** LICENSOR(S) AND THEIR AFFILIATED COMPANIES AND SUPPLIERS MAKE NO WARRANTIES REGARDING THE CERTIFICATION PROGRAM OR MARKS AND HEREBY DISCLAIMS ALL WARRANTIES THAT MAY BE IMPLIED BY LAW.

8. **LIMITATION OF LIABILITY.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, LICENSOR SHALL NOT BE LIABLE (WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY) FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR INTERRUPTION OF BUSINESS) SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

9. **INDEMNIFICATION.** You agree to indemnify and hold Licensor harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits made against Licensor: i) by reason of Your performance or non- performance under this Agreement; ii) Your use of the Marks in any manner whatsoever except in the form expressly licensed under this Agreement; and/or iii) for any personal injury, product liability, or other claim arising from the promotion and/or provision of the Licensed Services. If Licensor seeks indemnification under this Section, Licensor will immediately notify You in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. You may not enter into any third party agreements which would in any manner affect the rights of, or bind, Licensor without Licensor's prior written consent.

10. **GENERAL PROVISIONS.**

10.1. Law and Venue. All matters arising out of or relating to the Agreement will be governed by the substantive laws of the State of Utah without regard to its choice of law provisions, unless the laws of the jurisdiction of Your domicile require otherwise, in which case the laws so required will govern. If a party initiates Agreement-related legal proceedings, the prevailing party will be entitled to recover reasonable attorneys' fees. Any suit, action or proceeding arising out of or relating to the Agreement may only be brought before a court of appropriate jurisdiction in the state whose law

governs the Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

10.1.1. Europe. However, if Your country of principal residence is a member of the European Union or the European Free Trade Association, the courts of Ireland shall have exclusive jurisdiction over any action of law relating to this Agreement except where the laws of such country of principal residence are required to be applied to any such action of law.

10.2. Survival. Sections 7, No Warranties, 8, Limitation of Liability, 9, Indemnification, and 10, General Provisions, survive Agreement termination.

10.3. Revision of Terms. Licensor reserves the right to revise the Agreement terms from time to time. In the event of a revision, Your signing or otherwise manifesting assent to a new agreement may be a condition of continued certification.

10.4. 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.

10.5. Assignment. Neither this Agreement nor any of Your rights or obligations arising under this Agreement may be assigned without Licensor's prior written consent. This Agreement is assignable by Licensor

10.6. Independent Contractors. You acknowledge that You and Licensor are independent contractors and agree that You will not represent yourself as an agent or legal representative of Licensor.

10.7. Compliance with Laws. You agree to comply at Your own expense with all laws, regulations, and orders of any governmental body which are applicable to Your activities related to this Agreement. You agree to cooperate if any governmental body with jurisdiction over You prohibits Your use of the term "engineer" or another term in connection with Your Certification under this Agreement. If You are in Canada You agree not to use a Mark to represent yourself as an "engineer" or use the term "engineer" in describing a Certification. If You are in Canada and are certified to use a Program Mark that contains an "E" in the abbreviated form of the Mark (such as CNE), You may use only the applicable abbreviated Mark and logo; in Canada such a term shall be considered an inventive and symbolic phrase only and not an acronym.

10.8. Modifications. Any modifications to the typewritten face of this Agreement will render it void. This Agreement will not be supplemented or modified by any course of dealing or usage of trade. Any modifications to this Agreement must be in writing and signed by both parties.

India	Novell Software Development (India) Private Limited
Japan	Novell Japan, Ltd.
Europe, Middle-East or Africa (except as detailed below)	Novell Ireland Software Limited
Denmark	Attachmate Group Denmark A/S
France	Attachmate Group France SARL
Germany	Attachmate Group Germany GmbH
Italy	Attachmate Group Italy S.r.l
Netherlands	Attachmate Group Netherlands BV
Spain	Attachmate Group Spain S.L.
Sweden	Attachmate Group Sweden AB
Switzerland	Novell (Schweiz) AG
United Kingdom	Novell U.K. Limited

Activities related to a NetIQ entity	
Country	NetIQ Entity
Americas, Asia Pacific, except as detailed otherwise below	NetIQ Corporation
Japan	NetIQ K.K
Europe, the Middle-East or Africa	NetIQ Europe Limited

Licensor Entity Table

For Certification Program benefits and related activities relevant to a NetIQ, Novell, or SUSE entity, "Licensor" means, depending on Your country of residence, the respective NetIQ, Novell, or SUSE entity referenced below, or as may be subsequently identified in the Program Guide.

Activities related to a Novell or SUSE entity	
Country	Entity
Americas & Asia Pacific, except as detailed otherwise below	Novell, Inc.