



## ERICSSON TECHNICAL CERTIFICATION PROGRAM

### TERMS AND CONDITIONS AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND **CONDITIONS** CAREFULLY. BY CLICKING ON THE “BEGIN TEST” BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE THAT THE FOLLOWING TERMS AND CONDITIONS GOVERN THE EXAMINATION AND CERTIFICATION UNDER THIS ERICSSON CERTIFICATION PROGRAM (“**AGREEMENT**”). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO PROCEED TO THE EXAM.

THIS AGREEMENT IS ENTERED INTO BETWEEN YOU AND ERICSSON AND WILL BE EFFECTIVE WHEN YOU CLICK ON THE “BEGIN TEST” BUTTON.

#### 1. ELIGIBILITY FOR CERTIFICATION

To be eligible for certification by Ericsson AB (“Ericsson”), you must pass any applicable Exam and at all times meet the requirements of the Ericsson Certification Program. The requirements for each Certification may be accessed at:

[https://ericoll.internal.ericsson.com/sites/Ericsson\\_Academy\\_Certification\\_Program/Pages/start.aspx](https://ericoll.internal.ericsson.com/sites/Ericsson_Academy_Certification_Program/Pages/start.aspx)

#### 2. AGREEMENT CHANGES AND ENFORCEMENT

Ericsson reserves the right to from time to time and in its sole discretion change or modify this agreement without notice or limitation. It is your responsibility to keep abreast of these changes.

[https://ericoll.internal.ericsson.com/sites/Ericsson\\_Academy\\_Certification\\_Program/Pages/start.aspx](https://ericoll.internal.ericsson.com/sites/Ericsson_Academy_Certification_Program/Pages/start.aspx)

Ericsson may terminate this Agreement with immediate effect, including termination and revocation of any Ericsson Certification(s) to which this Agreement relates, upon the occurrence of any of the following events: (i) you fail to comply with any of the terms of this Agreement; (ii) you disclose any Confidential Information, or otherwise infringe any intellectual property right of Ericsson, or engage in any other activities prohibited by law; (iii) you fail to comply with any applicable requirements (including but not limited to any continuing requirements) for the relevant Ericsson Program/Ericsson Certification; or (iv) engage in any activity that Ericsson determines, in its sole discretion, damages Ericsson’s brand, goodwill, reputation, or business interests.

Upon termination of this Agreement, you shall immediately cease all use of any Ericsson Certification logo or affiliation and any reference to yourself as being an Ericsson Certified. Ericsson’s termination in accordance with any of (i) – (iv) above shall not prejudice any rights Ericsson may have under this Agreement or in law, equity or otherwise. Your obligations and consent to data processing shall survive termination of this Agreement for any reason.

#### 3. CHANGES TO THE CERTIFICATION PROGRAM

Ericsson reserves the right to from time to time and in its sole discretion to change or modify the Certification Programs. Such changes may include, without limitation, elimination of certain Ericsson



Certification Programs, changing and/or increasing the requirements for Certification. Ericsson will post program changes at the following location. It is your responsibility to keep abreast of these changes:

[https://ericoll.internal.ericsson.com/sites/Ericsson\\_Academy\\_Certification\\_Program/Pages/start.aspx](https://ericoll.internal.ericsson.com/sites/Ericsson_Academy_Certification_Program/Pages/start.aspx)

You agree to meet any updated Ericsson Certification Program requirements in order to maintain your Ericsson Certification(s).

#### 4. YOUR OBLIGATIONS AND REPRESENTATIONS

You agree...

- a) to notify Ericsson ([certification.exam.security@ericsson.com](mailto:certification.exam.security@ericsson.com)) within 90 days from your Exam date should you have any objections regarding your Exam results.
- b) that the Certification does not mean that Ericsson recommends the services you may provide and that you will not mislead others regarding the level of Certification that you have achieved.
- c) to abide by this Agreement, all rules and guidelines given either by Ericsson or the Certification Delivery Partner for the administration of the Exam(s).
- d) that misconduct during an Exam or in preparation for an Exam may result in sanctions against you, which may include (i) negation of your Exam results; (ii) suspension or expulsion from any applicable Ericsson Program; and/or (iii) termination of previously earned Ericsson Certifications, and/or (iv) legal action including claim for damages caused to Ericsson and if you are an Ericsson employee taking the Exam in the employment context you may be subject to disciplinary actions including termination of employment. Ericsson and, as the case may be, its Certification Delivery Partners shall determine misconduct in their sole discretion. Potential sanctions depend on the facts of the individual case including what applicable law requires.
- e) that if Ericsson, in its sole discretion, provides you with a logo to be used by you as an Ericsson Certified, you will (i) abide by all logo usage terms and conditions and (ii) that the logo remains the intellectual property of Ericsson.
- f) **to protect and preserve the confidentiality of any exam, including any trade secret therein, and consequently you agree not to copy, share or distribute, sell, use or purchase the content of any Ericsson Certification Exams for exam preparation, nor tell, email, or otherwise notify colleagues or friends about the content of any exam.**
- g) **not to cheat, nor create or use any exam brain-dumps, cheat-sheets, or practice tests which you know are stolen from the exam(s). If you do not know the origin of practice test items, but have reason to suspect they may be unauthorized copies, in whole or in part of the exam(s), then you agree to not to access those.**

To preserve the value of your exam you can contact [certification.exam.security@ericsson.com](mailto:certification.exam.security@ericsson.com) to report any violations.

#### 5. PRIVACY



You acknowledge and agree that in connection with the Ericsson Technical Certification Program and/or the exam(s), Ericsson as a data controller may, either by itself or through its Certification Delivery Partner(s), collect and process personal data from you for the purpose of implementing, managing and administering the Ericsson Technical Certification Program(s) and/or Ericsson Certification(s), and in order to comply with any applicable law. Any process of your personal data will be in compliance with applicable law.

You hereby acknowledge and consent (Note: Consent does not apply when the personal data is processed on other legal basis under the law applicable to the particular candidate) that, any personal data of yours collected by Ericsson under this Agreement, may, for the above said purposes, be shared and transferred by Ericsson to a third party, including but not limited to any affiliate and/or Ericsson's Certification Delivery Partner(s), as well as your employer, which may be residing outside of your home country and/or the European Union.

In respect of your employer, you, as an Ericsson Technical Certification Program certificant, hereby acknowledge and consent to the fact that Ericsson may notify your employer that you have (i) received Ericsson Certification(s) under an Ericsson Program; (ii) have had your Ericsson Certification(s) revoked; (iii) have elected to discontinue your Ericsson Certification(s). You agree that Ericsson may respond to all questions from your employer regarding your Ericsson Certification(s).

Should you be an Ericsson employee, you acknowledge and consent to the fact that the Ericsson Certification(s) can be used for allocating resources in customer projects and for such purpose your Ericsson Certification(s) may be disclosed to Ericsson customers. You consent to such disclosure as described above without prior notice to you of the disclosure.

For further information regarding the processing of your personal data, please contact Ericsson at [ericsson.certification.program@ericsson.com](mailto:ericsson.certification.program@ericsson.com).

## **6. TERM AND TERMINATION**

This Agreement will be effective from the date of acknowledgement until terminated by Ericsson in accordance with the terms of the Agreement. Ericsson may terminate this agreement at any time at its sole discretion.

## **7. DISCLAIMER OF WARRANTY**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ERICSSON SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES RELATING TO ERICSSON'S CERTIFICATION EXAMINATIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

## **8. LIMITATION OF LIABILITY**

IN NO EVENT SHALL ERICSSON, OR ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR CONTRACTORS OR THOSE OF ITS SUPPLIERS AND CERTIFICATION DELIVERY PARTNERS, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOST OPPORTUNITY DAMAGES, OF ANY KIND, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN



CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IF IN ANY RELEVANT JURISDICTION THIS LIMITATION WOULD NOT BE LEGALLY UPHOLD THEN ERICSSON'S TOTAL LIABILITY SHALL IN NO EVENT EXCEED THE HIGHEST OF 1) 10 % OF THE EXAM FEE OR 2) THE AMOUNT OF USD 250, AND ANY CLAIM MUST BE BROUGHT WITHIN ONE YEAR FROM THE EVENT GIVING RISE TO THE CLAIM.

## **9. CONFIDENTIALITY**

Confidential Information is made available to you solely to test your knowledge of Ericsson products and services, and you undertake not to use such information for any other purpose. You agree not to disclose, publish, reproduce or transmit any Confidential Information to a third party.

## **10. INTELLECTUAL PROPERTY**

Ericsson retains all rights, title and interest to any copyright, trade secrets and other intellectual property related to the Ericsson Technical Certification Program, except those that might be owned by Ericsson's Certification Delivery Partner(s). You do not receive any license to, or ownership of, any intellectual property related to the Program.

## **11. ASSIGNABILITY**

You may not assign or transfer this Agreement and/or any Ericsson Certification, and/or any of your rights and obligations under this Agreement.

## **12. GOVERNING LAW AND DISPUTES**

This Agreement shall be construed in accordance with and be governed by the laws of Sweden; unless stipulated otherwise by mandatory law.

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BY CLICKING "BEGIN TEST" YOU AGREE TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS HEREIN, PLEASE SELECT THE "I DO NOT AGREE" BUTTON. IN THIS CASE YOU WILL NOT BE ALLOWED TO PROCEED TO THE EXAM.