

Radware

Professional Conduct & Certification

Agreement

Version 1.3



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Radware Professional Conduct & Certification Agreement

1. Purpose and Scope

1.1. The Radware Training & Certification Program is designed to recognize technical competency, experience and skills and the ability to apply that technical knowledge relative to the sale, design, implementation, use, and support of Radware solutions. This Agreement sets forth the terms relating to such credential.

1.2. Radware has created a series of Certification Exams designed to objectively measure individual knowledge and skill with respect to product hardware, software, system features, and configuration. The Training & Certification Program is not intended to, and does not authorize you to teach networking skills or techniques. RADWARE makes no representations or warranties regarding employment or compensation.

1.3. The credential conferred by the RADWARE Training & Certification Program delivers its greatest value to you only as long as the Exam is secure and continues to operate as a measure of personal knowledge and skill. RADWARE requires every candidate for RADWARE Certification to assist in maintaining the integrity and security of the Exams.

2. General

2.1. You are required to read and click through the Certification Agreement immediately prior to taking a RADWARE Certification Exam, denoting your agreement that all work submitted by you adheres to certification requirements. You may not under any circumstances:

2.1.1. provide or accept improper assistance; or

2.1.2. use unauthorized materials in attempting to satisfy certification requirements.

2.2. RADWARE requires you to comply with all testing regulations set forth in sections 4, 5 and 6 of this Certification Agreement in connection with taking a RADWARE Certification Exam. RADWARE has a minimum seven-day waiting period before you may attempt to re-take any

Exam. In addition, you may not attempt to take an Exam later than the anniversary of the corresponding training curriculum to be eligible for RADWARE Certification.

3. Certification Exam

3.1. The Certification Exam means all Exam content and associated materials, including each item or question; each Exam component; any exercises, problems for resolution or assignments; any software or code associated with the assignment; any pre-test or practice tests or questions; your Exam answers and assignment solutions; and any user identification.

3.2. RADWARE owns all right, title and interest, including the copyright and other intellectual property interest, in and to the Exam; the Exam is considered RADWARE confidential and proprietary information. RADWARE does not grant you any right to use the Exam or any portion thereof other than for the sole purpose of completing the Exam.

4. Compliance with Testing Regulations

4.1. RADWARE is willing to deliver the Exam to you only in accordance with this Agreement.

4.2. You agree that you will comply with all testing regulations required by RADWARE, including, without limitation, the policies located at RADWARE's Training section located in the Customer and Partner portals of its website at <http://www.radware.com> in addition to the following:

4.2.1. No Cheating

You agree that all work submitted in completing the Exam is entirely your own and in satisfaction of the certification requirements, including Exam answers, assignments resolutions and personal registration information. You may not under any circumstances:

4.2.1.1. provide or accept improper assistance;

4.2.1.2. use unauthorized materials in attempting to satisfy certification requirements;

4.2.1.3. falsify your identity or impersonate another individual;

4.2.1.4. falsify any RADWARE certification certificates, identification cards or other Exam records;

4.2.1.5. engage in fraudulent conduct or misrepresent yourself as RADWARE certified when you have not successfully passed the Exam;

4.2.1.6. misuse or disclose to another your user identification or password for RADWARE's Training & Exam Certification System;

4.2.1.7. copy or reuse any Exam voucher or voucher number; or

4.2.1.8. engage in any other misconduct that could be considered by RADWARE, in its sole discretion, as compromising the integrity, security or confidentiality of the Exam or RADWARE's Certification Program.

5. No Disclosure

The content of all Exams and Exam materials are proprietary and confidential information of RADWARE. You agree to maintain the confidentiality of that content for the duration of the life of the Exam as determined solely by RADWARE and will not disclose, whether verbally, in writing, or in any media, that content or any part thereof. You shall return any Exam or part thereof to RADWARE upon completion of the Exam. You further agree not to request any other individual to disclose any Exam or any part thereof to you.

6. No Misuse of the Exam

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

7. Action for Noncompliance

If RADWARE determines that you have failed to comply with the testing regulations in accordance with sections 4, 5 and 6 of this Agreement, RADWARE has the right to deny you any further participation in the Exam, revoke any pre-existing RADWARE certifications, your RADWARE Certified status and any other rights previously conferred on you by RADWARE, and to permanently bar you from any further participation in RADWARE's Certification Program.

8. Training & Certification System

8.1. RADWARE will issue a confidential, user identification to you, and in order to access RADWARE's Training & Certification system in which your Exam results will be stored, you will create your personal password to the database when first accessing the system. You will be responsible for maintaining the confidentiality of your user identification and password.

8.2. You agree to immediately notify RADWARE in writing at training@radware.com in the event your user identification or password has been stolen, otherwise compromised or used by an unauthorized individual.

8.3. RADWARE may impose restrictions or regulations governing the use of any materials and/or refer to during the Exam. You agree to comply with RADWARE regulations.

9. Professional Conduct

9.1. If you successfully pass the Exam and are conferred certification, you agree to use the RADWARE Certified title subject to certain rights and obligations including, but not limited to:

9.1.1. conduct your business and affairs in a manner that will reflect positively on the products, services and business of RADWARE;

9.1.2. not disparage or otherwise harm the reputation of the products, services and business of RADWARE;

9.1.3. conduct your business with integrity and in a manner consistent with the highest ethical standards;

9.1.4. provide services in a skillful and timely manner in accordance with the highest standards generally expected in the Application Delivery Solutions industry.

10. Types of Certifications

10.1. RADWARE maintains multiple versions of any certifications to meet varying global demand for title versions and to offer IT professionals flexible certification options. RADWARE reserves the right to retire specific RADWARE certification Exams or titles for any reason and at any time. RADWARE's certification policy and program are subject to change without notice.

10.2. Certifications are based on a single, major version of hardware and/or software (for example, DefensePro 4.x will cover 4.00.01, 4.11.03 releases but not 5.x when it is released). The certification date and exam version appears on the certificate along with the applicable certification title.

11. Liability

11.1. You agree to instruct all third parties that the certification implies only that you have successfully passed the Exam. RADWARE assumes no liability for third parties' damages as a result of your improper communication of your certification status or improper services performed.

11.2. This Certification Exam is administered online and requires high-speed, Internet connectivity throughout the Exam's duration. RADWARE assumes no liability for equipment damages or any service interruptions, in whole or in part, due to services provided by your ISP provider or other communication line failure, or for any failure in performance resulting from causes beyond the control of RADWARE, including but not limited to acts of state or governmental authorities, acts of terrorism, acts of war, natural catastrophe, civil disturbance, sabotage, and power failure.

12. Data Privacy

RADWARE will collect, store, process, use and manage both any personally identifiable data collected in the context of administering the Exam and any data collected from the Exam you have taken in order to administer the Exam to you, process and validate your Exam answers, provide the results of the Exam to you, provide the certification documents to you upon successful satisfaction of certification requirements, contact you with any certification satisfaction inquiries, and to administer RADWARE's certification programs, or as otherwise directed in writing by you to RADWARE. This data may be distributed outside RADWARE or its affiliated companies and may be transferred to RADWARE subsidiaries or affiliated companies in other countries as necessary for RADWARE's certification programs. RADWARE will maintain this data in a secure, password-protected database controlled by RADWARE and accessible by authorized persons only, and will store this data only for the length of time necessary to complete the processes listed above. RADWARE respects your desire for privacy and has established an Online Privacy Policy which you may access on RADWARE's website. You may request a copy of or update your personal profile by accessing RADWARE's website at: <http://www.radware.com>.

13. Termination

13.1. This Agreement shall become effective as of the date of your log to the Training & Certification System in order to take the Certification Exam and shall continue in force until terminated by either party according to the provisions of this section or until you have not successfully renewed your certification in accordance with the RADWARE Training & Certification Program.

13.2. Either party may at any time, without cause, at its sole discretion terminate this Agreement, in whole or in part, effective upon five (5) days written notice thereof to the other party.

13.3. RADWARE may terminate this Agreement in the event you commit any material breach hereunder. In such case, RADWARE shall provide written notice to you at your last known address and such termination shall be effective on the date set forth in the notice. RADWARE may, in its sole discretion, allow you a period of time to cure certain breaches prior to termination, but shall have no obligation to do so.

13.4. Upon any termination, you shall cease holding yourself as being RADWARE-certified.

14. Miscellaneous

14.1. This Agreement governs all Certification Exams offered by or on behalf of RADWARE.

14.2. Logging into the RADWARE online Training & Certification system and taking the Certification Exam constitutes your consent and compliance to the terms of this Certification Agreement.

14.3. No right, title or interest in or to any trademark, service mark, logo or trade name of RADWARE or its licensors is granted to you under this Agreement.

14.4. This Agreement has been written in English and shall be the governing version of the Agreement.

14.5. This Agreement shall be construed in accordance with and governed by the laws of the state of Israel.