



## ESRI TECHNICAL CERTIFICATION PROGRAM AGREEMENT

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This is a legal agreement between you and Environmental Systems Research Institute, Inc. ("Esri"), a company incorporated under the laws of the State of California, United States of America, and located at 380 New York Street Redlands, CA 92373. By checking "I accept the terms and conditions outlined in this agreement" and clicking the "Submit" button at the Esri myCertification Web site, to download your certification or the Esri emblem, you are agreeing to be bound by the terms of this Esri Technical Certification Program Agreement ("Agreement"). The terms of the Agreement include the Esri Technical Certification Program Emblem Usage Guidelines ("Emblem Guidelines") and the Esri Technical Certification Program Policy Guide ("Policy Guide") available at [www.esri.com/myCertification](http://www.esri.com/myCertification) and [www.esri.com/certification](http://www.esri.com/certification), respectively. If you do not agree to the terms of this Agreement (including the Emblem Guidelines and Policy Guide), do not download the certification or the Esri emblem. The terms of this Agreement shall remain in force and apply to any Esri Certifications that you have attained.

### 1. GENERAL

- A. The Esri Technical Certification Program is open to domestic and international individuals. To become certified, a candidate must first decide which exam he or she is qualified for, then register for the exam through a local Pearson VUE testing center. Certification will be awarded upon the achievement of a passing score on the required examination. All candidates should be familiar with the Agreement (including the Policy Guide and Emblem Guidelines). The information contained in this Agreement (including the Emblem Guidelines and Policy Guide) pertains to all Esri-certified individuals and candidates.
- B. The Esri Certification Program grants certifications to individuals who have complied with all requirements, including passing all relevant exams pertaining to a certification. Esri may add other certifications, and requirements to obtain said certifications, from time to time as it deems appropriate. Subject to the terms of this Agreement (including the Emblem Guidelines and Policy Guide), individuals who successfully meet certification requirements are entitled to become Esri Certified and to use the Esri Certification and Emblems corresponding to the certifications he/she has attained. Esri certification means that a person has passed an examination that validates his/her relevant experience and skill level for that certification as it pertains to a certain Esri product.

### 2. TECHNICAL CERTIFICATION PROGRAM

The details of the Certification Program, including information on how to obtain a certification, are available at [www.esri.com/certification](http://www.esri.com/certification).

### 3. AUTHORIZATION TO USE ESRI EMBLEMS

Subject to and expressly conditioned upon compliance with the terms and conditions of this Agreement, upon successful completion of all certification requirements, including passing the relevant certification exam, and for so long as you remain in compliance with all terms and conditions of the Technical Certification Program Agreement, Policy Guide, and Emblem Guidelines, Esri grants you a personal, nonexclusive, nontransferable right to use the Esri emblems as provided in the Emblem Guidelines. You acknowledge that Esri has sole ownership of the Esri emblems and that nothing in this Agreement (including the Emblem Guidelines and the Policy Guide) or that might otherwise be implied by law shall operate to give you any right, title, or interest in the Esri emblems other than the authorization specifically granted herein. You agree to cease using the Esri emblems upon termination of this Agreement.

### 4. CONFIDENTIALITY (NONDISCLOSURE AGREEMENT)

The Esri Technical Certification Program requires candidates to accept the terms of a Nondisclosure Agreement before taking certification exams. The Nondisclosure Agreement legally requires certification candidates to keep information related to the exam content confidential. Requiring the acceptance of the Nondisclosure Agreement helps protect the security of Esri Certification Exams and the integrity of the program.

### 5. PRIVACY POLICY

- A. Esri does not sell, rent, share, or trade your Personal Information to third parties for marketing purposes unless you have granted us permission to do so.
- B. "Personal Information" is any information that can be used to identify an individual and may include, but is not limited to, name, e-mail address, postal or other physical address, credit or debit card number, title, occupation, and

other information required to provide an exam or carry out a transaction that you have requested. This information is only collected and used for the purpose for which it was intended.

## **6. ASSIGNMENTS**

- A. You may not assign, transfer, or sublicense any rights, licenses, or obligations received under this Agreement (including the Emblem Guidelines and the Policy Guide) to anyone. Any attempted assignment in violation of this Agreement shall be null and void and without effect.

## **7. LIMITATION OF LIABILITY**

- A. IN NO EVENT SHALL ESRI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING FROM OR RELATED TO YOUR CERTIFICATION, FAILURE TO ACHIEVE CERTIFICATION, OR USE OF OR INABILITY TO USE THE EMBLEM OR CERTIFICATION OR ARISING FROM OR RELATED TO TERMINATION OF YOUR CERTIFICATION, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
- B. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER FROM ALL CAUSES OF ACTIONS OF ANY KIND SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR THE EXAM.

## **8. GENERAL DISCLAIMER**

ESRI DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ASSOCIATED WITH THIS EXAM AND ESRI CERTIFICATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT THE EXAM OR ESRI CERTIFICATION WILL MEET YOUR NEEDS.

## **9. NO REPRESENTATIONS; INDEMNIFICATION**

- A. NO PARTNERSHIP, JOINT VENTURE, AGENCY, OR FRANCHISE. Neither this Agreement (including the Emblem Guidelines and the Policy Guide) nor any terms or conditions contained herein shall be construed as creating a partnership, joint venture, or agency relationship between you and Esri or as granting a franchise. You may not advertise, promote, or suggest in any manner that the services being provided to customers in connection with the Esri Certification are provided by, sponsored by, or associated with Esri or that you are employed by, affiliated with, or sponsored by Esri, except to state that you have successfully completed all requirements for your particular certification(s), including having successfully passed any applicable Esri Certification Exam. During the term of this Agreement, you shall insert the following language in each contract pursuant to which you will provide services involving Esri products: "Esri is not a party to this agreement and shall have no liability whatsoever with respect to the services that are the subject of this contract. Each applicable Esri Certification indicates that I have successfully completed the corresponding certification requirements. The services I provide under this contract are not provided, licensed, or sponsored by Esri."
- B. INDEMNIFICATION. You agree that Esri shall have no liability to you or your employer or any of your or your employer's clients or customers and that you shall defend, indemnify, and hold Esri, its affiliate and subsidiary corporations and its international distributors and their respective employees, officers and directors harmless for any and all demands, claims, and/or liabilities (including but not limited to, personal injury or product liability claims arising out of (i) your use of the Esri Certification in a manner that is in any way inconsistent with the terms of this Agreement (including the Emblem Guidelines and the Policy Guide); and/or, (ii) the performance, promotion, sale, or distribution of your services as an Esri-Certified individual; (iii) the termination of this Agreement by Esri, pursuant to the terms herein. In the event Esri seeks indemnification from you under this provision, Esri will promptly notify you in writing of the claim(s) brought against Esri for which it seeks indemnification. Esri reserves the right, at its option, to assume full control of the defense of such claim with legal counsel of its choice; or (iv) your misrepresentation of the capabilities of Esri Software. You shall reimburse Esri upon demand for any expenses reasonably incurred by Esri in defending such a claim, including, without limitation, attorney's fees and costs, as well as any judgment on or settlement of the claim in respect to which the foregoing relates.

## 10. CONDUCT OF BUSINESS

- A. **BUSINESS PRACTICES.** You agree that all business you conduct in your capacity as being Esri Certified shall be performed in a manner that (i) does not in any way harm the reputation of Esri; (ii) avoids deceptive, misleading, or unethical practices; (iii) avoids making any representations, warranties, or guarantees to customers on behalf of Esri for Esri products or otherwise; (iv) complies with all applicable U.S. export regulations and other applicable governmental laws and regulations; and (v) complies with copyright and other intellectual property and proprietary rights protections for Esri software, including, but not limited to, by not engaging in reverse engineering, decompiling, or disassembling Esri Software.
- B. **TRADEMARK RESTRICTIONS.** Nothing in this Agreement (including the Emblem Guidelines and the Policy Guide) authorizes you to use any Esri trademarks, service marks, emblems, or logos except as expressly specified in this Agreement (including the Emblem Guidelines and the Policy Guide).

## 11. TERMINATION

- A. **Termination for Convenience.** You may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Esri.
- B. **Termination by Esri.** Without prejudice to any other rights Esri may have herein, at law, or in equity, and upon written notice, Esri may terminate this Agreement immediately, including termination of any certifications you may have received, and terminate your use of Esri emblems if you (i) breach any of the terms of this Agreement including, but not limited to, the Emblem Guidelines and Policy Guide, (ii) violate or fail to meet any Certification Program requirements, (iii) engage in misappropriation or unauthorized disclosure of any trade secret or confidential information, (iv) engage in piracy of any Esri products, or (v) infringe any intellectual property right of Esri or engage in other activities prohibited by law, or if a court finds that the services you provided related to the Esri product to which you are certified, is inadequate or defective.
- C. **Notice of Termination by Esri.** Termination shall be effective as of the date set forth in the notice you will receive from Esri. Esri, without waiving its right to immediately terminate this Agreement, may provide thirty (30) days' notice to correct any default if this Agreement is terminated for breach under Article 11B. If Esri permits such a cure period, your failure to cure any default within the cure period shall automatically cause the termination of this Agreement without further notice.
- D. **Effect of Termination.** Upon the termination of this Agreement or Esri's revocation of your certification, you shall immediately cease to represent yourself as Esri Certified. Notwithstanding termination of this Agreement, you shall remain bound by the obligations of confidentiality.