

## HP ExpertONE CANDIDATE AGREEMENT

By selecting the “Yes, I Accept” button at the end of this Agreement, you agree to contract electronically and acknowledge that you have read and agree to be bound by the terms of this Agreement. If you do not accept such terms, then you will not be able to take any Hewlett-Packard Certification examination.

### 1. DEFINITIONS

For purposes of this Agreement, the terms defined in this Section shall have the meanings set forth below:

- 1.1 “Candidate Information” shall mean all information related to you collected by Hewlett-Packard or any Hewlett-Packard Agent, including, without limitation, registration information, examination results and scores, and all other information you submit for purposes of participating in any Hewlett-Packard Program.
- 1.2 “Hewlett-Packard Agent(s)” shall mean all testing facilities, vendors and other service providers authorized by and under contract with Hewlett-Packard to provide certain services related to any Hewlett-Packard Program.
- 1.3 “Hewlett-Packard Certification” shall mean achievement of certification status for a particular Hewlett-Packard Program in accordance with Hewlett-Packard requirements and acceptance of the terms of this Agreement.
- 1.4 “Hewlett-Packard Program” shall mean one of the certification programs offered by Hewlett-Packard.
- 1.5 “Examination Materials” shall mean Hewlett-Packard Certification examination(s) and any questions, instructions, responses, answers, worksheets, drawings, or diagrams related to such examination(s) and any accompanying materials.

### 2. HP ExpertONE CERTIFICATION

Your HP ExpertONE Program Certification is based upon your successful passing of the requisite HP ExpertONE certification examination(s) and your compliance with the terms of this Agreement. In order to achieve HP ExpertONE certification and the right to use any Hewlett-Packard titles, trademarks and/or logos related to such certification, you will also be required to complete the



required certification application process with Hewlett-Packard following your successful passing of the requisite Hewlett-Packard Certification examination(s). If HP terminates your HP ExpertONE certification, you must promptly cease use and display of all references to the HP ExpertONE certification.

Hewlett-Packard may modify any examination, test objective or the requirements for obtaining or maintaining any Hewlett-Packard Certification at any time. It is your responsibility to keep informed of any such modifications and for maintaining your HP ExpertONE certification. If any HP ExpertONE certification requirements are modified, this Agreement and your HP ExpertONE certification may be terminated by Hewlett-Packard without further notice, unless you complete any applicable continuing HP ExpertONE certification requirements.

### **3. CONFIDENTIALITY / COPYRIGHT PROTECTION OF EXAMINATION MATERIALS**

Examination Materials are the proprietary, confidential and copyrighted material of Hewlett-Packard Development Company, L.P., Hewlett-Packard's intellectual property holding company. Any disclosure of the contents of any HP ExpertONE certification examination is strictly prohibited. You agree to maintain the confidentiality of all Examination Materials and you agree not to copy, photograph, disclose, publish, reproduce, distribute, post or remove from the examination room, provide for free or offer for a fee, any portion of the Examination Materials. You shall not memorize and subsequently disclose in any manner, the Examination Materials. Violators of copyright law are subject to injunctions, civil liability, forfeiture of profits, punitive damages and other legal sanctions. Hewlett-Packard Development Company, L.P. and the Hewlett-Packard Company will take appropriate legal action against you if you breach the provisions of this Section. In addition, Hewlett-Packard Company will revoke any Hewlett-Packard Certifications you have obtained if you violate this Agreement.

By your acceptance of this Agreement you acknowledge that your agreement to maintain the confidentiality of HP's Examination Materials is a continuing obligation that extends indefinitely after you have taken the examination, irrespective of whether you have passed or failed the examination.

### **4. CANDIDATE INFORMATION**

Candidate Information shall not be deemed to be confidential or proprietary under this Agreement, and you acknowledge and agree that there is no confidential information belonging to you which will be disclosed to Hewlett-Packard under this Agreement. If you desire to provide confidential information to Hewlett-Packard, you agree that prior to disclosure, you and Hewlett-Packard will enter into a separate fully-executed written agreement governing the disclosure. Other than as expressly stated in this Agreement, any information disclosed by you in connection with the Certification process is agreed to be non-confidential (unless disclosed pursuant to the terms of the separate fully-executed written agreement), and will not be subject to confidentiality or trade secret obligations, and Hewlett-Packard may publish, disclose, or use it for any purpose, except that no license under any patent, trademark, mask work, or copyright is granted. You waive any claim based on oral agreement arising from anything allegedly disclosed by you to

Hewlett-Packard during the Certification process, or in connection with such process, which is the subject of this Agreement. Hewlett-Packard and all Hewlett-Packard Agents may collect, save, transmit, transfer, use, deliver and otherwise process Candidate Information for analysis, research, certificate fulfillment, marketing or other purposes deemed necessary or appropriate by Hewlett-Packard in connection with any HP Certified Professional Program. Candidate Information may be transmitted or otherwise transferred outside of the country or geographic region in which you reside or in which you took any HP ExpertONE certification examination. You are aware that data protection regulations in other countries, including, without limitation, the United States of America, may not fully correspond with data protection regulations in your region and may provide less effective protection.

## **Data Privacy**

As an HP Certified Professional, the data gathered by HP may be used for internal HP purposes. This includes, but is not limited to sharing of your status and exam results with an HP partner program or partner account manager where certification of candidates is required in order for the partner company to become recognized as an HP partner program member. HP monitors and collects data on all exams. This data, including individual responses to questions, is statistically analyzed. The results of this statistical analysis will and can be used to alter or invalidate a candidate's results.

### **For HP Employees Only:**

As an HP Certified Professional, the data gathered by HP may be used for internal HP purposes. This includes, but is not limited to, sharing your certification status and exam results with your direct reporting manager.

## **5. CANDIDATE CONDUCT POLICY**

You will not participate in any cheating incident, breach of security, misconduct or any other behavior that could be considered a compromise of the integrity or confidentiality of any HP ExpertONE certification examination or any HP ExpertONE certification. Such behaviors will include, but are not limited to, the following: (1a) Obtaining or purchasing a copy of the HP ExpertONE certification exam or any question within an HP certification exam (1) giving any other candidate, or receiving from any other candidate, assistance of any kind related to any HP ExpertONE certification examination during or after such examination; (2) using any aids, notes or other materials, except those expressly allowed by Hewlett-Packard, during any HP ExpertONE certification examination; (3) attempting to take any HP ExpertONE certification examination for someone else; (4) failing to follow test regulations or instructions of a testing center administrator or otherwise violating any testing center regulations or policies; (5) causing a disturbance of any kind in a testing center; (6) removing or attempting to remove questions and/or responses (in any format, including screen prints) or notes, note board or scratch paper from the testing room; (7) tampering with the operation of the testing center computer or attempting to use it for any function other than taking a HP ExpertONE certification examination during such examination; (8) talking in the testing area; and (9) violating the terms of Hewlett-Packard Retake Policy referred to below

or this Agreement. Certain violations of this Section are also violations of Section 3 above. You are required to report all questionable behavior to the test proctor or testing center administrator. The testing center will then submit an incident report to Hewlett-Packard for review. If it is determined that you have violated Hewlett-Packard's Candidate Conduct Policy, then Hewlett-Packard will send you a written notice of violations, applicable sanctions and appeals process.

## **6. RETAKE POLICY**

There are two basic types of exams: Test Center Proctored Exams (Exams starting with prefix HPO-XXX) and Web-based Exams (Exams starting with prefix HP2-XXX). The certification you are testing for determines the type of exam required. Each type of exam has its own retake policy as follows:

### **Retake Policy for Test Center Exams (Exams starting with prefix HPO-XXX):**

In the event that you fail your first (1st) attempt to pass any HPO HP ExpertONE certification examination, Hewlett-Packard does not require any waiting period between the first (1st) and second (2nd) attempt to pass such examination. However, before your third (3rd) attempt or any subsequent attempt to pass such examination, you shall be required to wait for a period of at least thirty (30) calendar days from the date of your last attempt to pass such examination.

In the event that you pass any HP ExpertONE certification examination, you shall not be allowed to retake the same examination.

If it is determined that you have violated Hewlett-Packard's Candidate Conduct Policy or this Agreement, your existing HP certification credentials will be revoked and you may not be eligible to register and/or schedule any Hewlett-Packard Certification examination for a minimum period of twelve (12) calendar months from the date of such determination, if determined necessary or appropriate by Hewlett-Packard based upon the seriousness of the incident or violation.

### **Retake Policy for Web-based Exams (Exams starting with prefix HP2-XXX)**

In the event that you fail your first (1st) attempt to pass an HP2 Web-based ExpertONE certification examination, Hewlett-Packard does not require any waiting period between the first (1st) and second (2nd) attempt to pass such examination. However, before your third (3rd) attempt or any subsequent attempt to pass such examination, you shall be required to wait for a period of at least seven (7) calendar days from the date of your last attempt to pass such examination. Subsequent attempts each require a wait of seven (7) calendar days from the date of the last attempt to retake the examination.

If it is determined that you have violated Hewlett-Packard's Candidate Conduct Policy or this Agreement, you may not be eligible to register and/or schedule any Hewlett-Packard Certification examination for a minimum period of twelve (12) calendar months from the date of such determination, if determined necessary or appropriate by Hewlett-Packard based upon the seriousness of the incident or violation.

## **7. VIOLATIONS OF CANDIDATE CONDUCT POLICY AND RETAKE POLICY**

Any candidate determined by Hewlett-Packard in its sole discretion to have violated Hewlett-Packard's Candidate Conduct Policy or Hewlett-Packard's Retake Policy shall, if determined necessary or appropriate by Hewlett-Packard based upon the seriousness of the incident or violation: (a) be denied HP ExpertONE certification for the applicable examination for a minimum period of twelve (12) calendar months from the date of such determination; (b) have the HP ExpertONE certification for the applicable examination revoked, if such certification was previously granted by the HP Certified Professional Program; (c) have all other HP ExpertONE certifications previously granted to such candidate revoked; (d) not be eligible to receive any Hewlett-Packard Certification for a minimum period of twelve (12) calendar months from the date of such determination; and/or (e) be subject to any and all other appropriate action, including legal remedies, that Hewlett-Packard deems necessary or appropriate to enforce Hewlett-Packard's Candidate Conduct Policy or Hewlett-Packard's Retake Policy.

## **8. CANDIDATE MISCONDUCT APPEALS PROCESS**

After a candidate has received a written notice of violations and applicable sanctions from Hewlett-Packard, such candidate will have thirty (30) calendar days to file a written request for appeal, pursuant to Hewlett-Packard's Candidate Misconduct Appeals Process. The candidate is required to file a written request for appeal with Hewlett-Packard's Test Security Manager via registered or certified mail, within thirty (30) calendar days of receipt of the written notice of violations and applicable sanctions from Hewlett-Packard. A candidate's appeal will not be considered after such thirty (30) calendar day period has expired.

If additional information or clarification is needed from the candidate, a conference call or meeting between the candidate and members of the Appeals Committee may be arranged. In addition, upon the request of the candidate, a conference call or meeting between the candidate and members of the Appeals Committee may be arranged. Legal counsel may represent the candidate at such arranged conference call or meeting. However, such meetings or conference calls will be conducted on an informal basis and are designed to operate without the assistance of legal counsel. The candidate will be responsible for his or her expenses and the expenses of his or her legal counsel incurred in connection with such conference call or meeting. Such meetings will normally be held at HP ExpertONE offices in Houston, Texas, USA. Any and all appeals shall be made in English. To the extent that any candidate requests an appeal in a foreign language, Hewlett-Packard may, in its discretion, grant such request provided that such candidate has provided Hewlett-Packard with reasonable prior notice of such request. The candidate shall be responsible for any and all costs for translators.

The candidate will be notified of the decision of the Appeals Committee by registered or certified mail. The decision of the Appeals Committee is final and binding.

## **9. TERM AND TERMINATION**

This Agreement shall commence upon your acceptance of its terms. Either party may terminate this Agreement, with or without cause, by giving at least thirty (30) days' prior notice to the other party. Hewlett-Packard may terminate this Agreement: (1) upon thirty (30) days' prior notice if you breach any term of this Agreement, including any breach of the confidentiality provisions applying to Examination Materials, and fail to cure said breach within such thirty (30) day period; (2) if you fail to comply with any applicable continuing HP ExpertONE certification requirements specified by Hewlett-Packard from time to time; or (3) upon determination by Hewlett-Packard that you have cheated on any HP ExpertONE certification examination, misrepresented your age, or otherwise violated any related rule, regulation or policy of Hewlett-Packard or of any HP Certified Professional authorized testing facility. Upon termination of this Agreement, Hewlett-Packard may revoke your HP ExpertONE certification(s) and terminate the licenses and rights granted hereunder. This Section 9 and Sections 3, 4, 5, 6, 7, 8, 10, 11 and 12.4 hereof shall survive any termination of this Agreement.

## **10. DISCLAIMER; LIMITATION OF LIABILITY**

HEWLETT-PACKARD MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING OUT OF ANY HP EXPERTONE CERTIFICATION OR THIS AGREEMENT. HEWLETT-PACKARD DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. HEWLETT-PACKARD SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES ARISING FROM OR OTHERWISE RELATED TO ANY HP EXPERTONE CERTIFICATION, OR THIS AGREEMENT, OR OTHERWISE INCURRED, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HEWLETT-PACKARD'S LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF EXAMINATION FEES ACTUALLY PAID BY YOU TO HEWLETT-PACKARD. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY. HOWEVER, SUCH EXCLUSION OR LIMITATION SHALL APPLY TO THE GREATEST EXTENT PERMITTED BY LAW.

## **11. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Hewlett-Packard, and all Hewlett-Packard Agents, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising, in whole or in part, out of any breach of this Agreement by you or any personal injury, product liability, property damage or other claims which are caused, directly or indirectly, in whole or in part, by any act or omission by you.

## **12. OTHER PROVISIONS**

12.1 Successors and Assigns. You may not transfer or assign any HP ExpertONE certification or any of your rights hereunder. Any such transfer or assignment shall be null and void.

12.2 Amendments. Hewlett-Packard may revise the terms of this Agreement from time to time. In the event of a revision, your assent to a new agreement may be a condition of your continued HP ExpertONE certification.

12.3 Waiver and Severability. No waiver of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach. If any term of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such term shall be modified or deleted in such a manner so as to make this Agreement, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

12.4 Equitable Relief. Hewlett-Packard shall be entitled to injunctive and other equitable relief to prevent or curtail any actual or threatened breach of the provisions of this Agreement and to recovery of reasonable attorneys' fees incurred in any such action.

12.5 Notices. All notices hereunder shall be in writing or delivered via e-mail. Notice to you shall be effective if sent to your last address known by Hewlett-Packard.

12.6 Governing Law. Any and all disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the United States of America and the laws of the State of California. Please be aware that if you do not accept these terms you will not be allowed to take this Hewlett-Packard exam.

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