



**JUNIPER NETWORKS CERTIFICATION PROGRAM ("JNCP")  
CANDIDATE AGREEMENT  
ver07202018**

READ THIS JNCP CANDIDATE AGREEMENT ("AGREEMENT") BEFORE PROCEEDING WITH THE JNCP EXAM AND CERTIFICATION PROCESS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND JUNIPER NETWORKS, INC. ("JUNIPER NETWORKS"). BY ACCEPTING THIS AGREEMENT, YOU HEREBY AGREE THAT THE FOLLOWING TERMS AND CONDITIONS IN THIS AGREEMENT SHALL GOVERN YOUR PARTICIPATION IN THE JUNIPER NETWORKS CERTIFICATION PROGRAM ("PROGRAM" or "JNCP"). THE "EFFECTIVE DATE" OF THIS AGREEMENT SHALL BE THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN DO NOT ACCEPT THESE TERMS AND DO NOT CONTINUE WITH THE JNCP EXAMINATION AND CERTIFICATION PROCESS.

The JNCP is a technical certification program related to Juniper Networks products and solutions. The Juniper Networks Certification Program ("JNCP") was formerly known as the Juniper Networks Technical Certification Program ("JNTCP").

1. Definitions. Capitalized terms in this Agreement shall have the following meanings:

1.1. "Certification Requirements" or "Requirements" shall mean any one of those sets of requirements established by Juniper Networks that an individual must meet initially to achieve JNCP certified status and must continue to meet to maintain designated status for the associated JNCP Track.

1.2. "Designation" shall mean any one of the titles established by the Juniper Networks Certification Program which you may become qualified to use by successfully passing all required Program exams and complying with all other Program Requirements for the Track associated with that title.

1.3. "Logo" ("Logo") shall mean any one of the Program logos established by Juniper Networks which you may become qualified to use by successfully passing all required Program tests and complying with all other Program Requirements for the Track associated with the Logo.

1.4. "Program" shall mean the Juniper Networks Certification Program, as described herein, and as further described and updated on [www.juniper.net](http://www.juniper.net).

1.5. "Program Track" or "Track" shall mean any one of the types of certification established by Juniper Networks under the Program.

1.6. "Services" shall mean certification services and ancillary services relating to the certification of Program Tracks, including but not limited to, technical skills growth services.

## 2. JNCP Certification

2.1 Becoming Juniper Networks Certified. Each Track has an associated set of Requirements. Current Requirements for the Tracks are available on multiple Juniper Networks webpages, including but not limited to [www.juniper.net](http://www.juniper.net). To achieve Juniper Networks certification for a Track, you must have (a) accepted this Agreement (b) received from the Program office an acknowledgement that you have successfully passed all required exams and met all other Requirements for that Track.



2.2 Maintaining your Juniper Networks Certification. To maintain your achieved status for a Track, you must maintain compliance with your obligations under this Agreement and with the current Program Requirements as may be specified or modified by Juniper Networks from time to time for that Track. You agree that Juniper Networks shall be entitled to require that you pass new, different, or revised tests/exams from time to time as a requirement for maintaining your JNCP certification(s).

2.3 Term of Agreement. This Agreement is effective from the Effective Date until the Agreement is terminated earlier in accordance with the terms herein. The term during which you may use the Designation and Logo for a Track shall commence on your receipt of written confirmation from the Program office that you are certified for that Track and shall terminate upon the occurrence of the earlier of (a) the termination of this Agreement or (b) you fail to meet or maintain the Requirements established by Juniper Networks for maintaining your JNCP certification for that Track.

### 3. Right to Use Logo and Designation

3.1 License. Subject to your compliance with the terms and conditions set forth in this Agreement, upon your successful completion of the Requirements for a Track including passing the applicable tests or exams, for so long as this Agreement remains in force and you remain in compliance with all ongoing Program Requirements for the Track, you shall be granted a non-exclusive, non-transferable, license to use the Logo and Designation associated with the Track for which you are certified, solely in connection with, and solely to the extent reasonably necessary, to publicize that you have met, and continue to meet all Requirements for maintenance, of certification for that Track.

3.2 Limitations on Use. You agree not to use the Designation or Logo in a manner that (a) damages or infringes Juniper Networks rights in the Designation or Logo, (b) reflects negatively on Juniper Networks or otherwise injures Juniper Networks reputation, (c) misrepresents your relationship with Juniper Networks (d) gives the impression that the Designation or Logo applies to any other individual or organization other than yourself.

3.3 Compliance with Guidelines. You agree that you shall use only Juniper Networks-supplied Logo artwork and that your reproduction and use of the Designation and Logo shall be in strict compliance with the Juniper Networks usage and style guidelines which shall be made available to you upon your certification. Upon request, you agree to promptly provide Juniper Networks with representative examples of your materials using the Designation or Logo.

3.4 Reservation of Rights. You acknowledge the value of the goodwill associated with the Designation and Logo and acknowledge that such goodwill exclusively inures to the benefit of and belongs to Juniper Networks. Juniper Networks retains all rights not expressly conveyed to you by this Agreement, and shall have the right to grant licenses to others to use the Designation and Logo.

3.5 Protection of Mark. If necessary to aid Juniper Networks in the protection of Juniper Networks rights in or to a Designation or Logo, you agree to provide reasonable cooperation and assistance to Juniper Networks.

3.6 No Challenge of Rights. You agree not to challenge, interfere with, or bring any kind of action or legal or administrative proceeding in relation to the rights and title of Juniper Networks in or to any Designation or Logo.

3.7 No Unauthorized Use, Registration. You agree not to use any Designation or Logo except as specifically authorized under this Agreement, not to file any application to register, in any class and in any country, any trademark or service mark for any Designation or Logo or any other mark confusingly similar to any Designation or Logo. You agree to



immediately cease all use of all Logos and Designations upon the termination of this Agreement. You agree to immediately correct or discontinue the use of any Logo or Designations if Juniper Networks notifies you that it is being misused or used in any way conflicts with applicable trademark or usage guidelines.

3.8 Expressing Specialization. You are authorized to participate and achieve more than one Designation in different Tracks. You agree that you will not misrepresent your Designation, level or specialization to any Juniper Networks personnel, partners, prospects, customers or the public.

#### 4. Confidentiality

4.1 Juniper Networks Confidential Information. You understand, acknowledge and agree that the tests and exams and all information provided to you or obtained by you related to the tests and exams, including, but not limited to, the specific questions and the content, structure, and organization of the tests, shall be deemed to be the confidential information of Juniper Networks ("Confidential Information"). Juniper Networks makes exams available to you solely to test your knowledge of the exam subject matter for which you seek certification. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any exam and any related information including, without limitation, questions, answers, worksheets, computations, drawings, diagrams, length or number of exam segments or questions, or any communication, including oral communication regarding or related to the exam, in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose, without the prior express written permission of Juniper Networks.

4.2 Your Confidentiality Obligations. You agree that you will, both during and after the term of this Agreement, (a) hold all Confidential Information in confidence and take all reasonable measures to protect the Confidential Information, (b) make no use of the Confidential Information except as expressly allowed under this Agreement, and (c) not disclose, reproduce, disseminate or transmit in any way any portion of the Confidential Information to any third party in any form, including without limitation, written, electronic or verbal.

4.3 Intellectual Property Ownership. Juniper Networks retains all rights, title and interest in and to all Program and related information, content, data, exams, materials, software, and all copyrights, patent rights, trademark rights and other proprietary rights therein. All rights not expressly granted by Juniper Networks to you are expressly reserved to Juniper Networks.

#### 5. Certification Information and Personal Data

5.1 Other Parties. Juniper Networks is entitled, but is not obligated, to make information concerning you (including Personal Data as defined below) and your certification status available to Juniper Networks, its affiliates, and Juniper's partners, agents, customers, and vendors ("Third Parties"). You have the responsibility for ensuring that your information is accurate and that Juniper Networks is kept aware of your current relevant information.

5.2 Data Protection. Juniper Networks uses appropriate and reasonable administrative, technical and physical measures to protect your Personal Data (defined below). You acknowledge and agree that Juniper Networks, its affiliates, and Third Parties may (1) collect, access, retain, transfer, disclose, use, or destroy (collectively, "Process") your personally identifiable information, including without limitation your signature; name; business address, telephone number, and e-mail address ("Personal Data"), to provide you the Services under this Agreement, and (2) transfer your Personal Data across borders, including, without limitation, from the European Economic Area to the United States and/or between other countries as necessary to provide the Services under this Agreement. You further acknowledge and agree that Juniper, its affiliates, and Third Parties may transfer and disclose your Personal Data and any information



relating to your use of the Services (including certification status) to the employer(s) you have listed on the Program. You represent and warrant that any information that you provide to Juniper Networks, its affiliates, or Third Parties, including without limitation, Personal Data, will be provided in accordance with all applicable laws and regulations. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that: (1) Juniper Networks' obligations and your rights under this Agreement shall not apply to any Personal Data or any other information that is required by any applicable law, regulation, government request, or judicial process, to be retained, disposed of, or disclosed; and (2) in no event shall Juniper Networks be held liable or responsible for any inaccuracies or omissions contained in any Personal Data or any other information at the time such data is received by or on behalf of Juniper Networks.

5.3 Release of Personal Data. Juniper Networks will disclose information on your certification status as outlined in this Agreement and the Juniper Networks Certification Program information release guidelines. Certification status is required to verify individual and organizational compliance with specific partnerships and Programs within Juniper Networks as well as to communicate to the candidate Program changes, promotions and opportunities.

For more information regarding Juniper Networks privacy policy, see <http://www.juniper.net/us/en/privacy-policy/>.

## 6. Business Conduct

You agree that all business you conduct and all services you provide in your capacity as a participant in the Program, or in connection with the promotion or selling of which you use or display a Designation or Logo, shall be performed in a manner that (a) does not reflect negatively on Juniper Networks or in any way harm Juniper Networks reputation, (b) avoids unethical, illegal, misleading or deceptive practices, (c) does not make or appear to make any warranties, representations or guarantees on behalf of Juniper Networks or related to Juniper Networks products or services, (d) complies with all applicable governmental and export laws and regulations and (e) protects Juniper Networks confidential information, and Juniper Networks copyrights and other intellectual property rights.

## 7. Integrity of JNCP Examination Process

7.1 Exam Fraud. Exam fraud includes any action or attempt by an individual or group of individuals to influence the testing process through cheating, collusion, and/or copying exam questions. This may occur prior to taking a test, during a test, or after a test has been taken. You acknowledge and agree that Juniper Networks or its designated agents have the right to research exam results by statistical analyses and other methods to monitor for evidence of exam fraud. If such analysis reveals evidence of exam fraud, Juniper Networks reserves the right to investigate further and to take appropriate remedial action such as (but not limited to) revoking certification as stipulated in Section 7.3, requiring candidates to retake an exam under controlled conditions, and/or requiring candidates to provide evidence that they personally took an exam.

7.2 Certification Revocation. Juniper Networks may at its sole discretion revoke any and all certifications you may have earned, and ban you, permanently or for designated periods, from earning future certifications, under any of the following circumstances:

- a. If you breach any of the terms and conditions of this Agreement,
- b. If Juniper Networks determines, in its sole discretion, that you have undertaken or participated in any action that compromises the integrity and confidentiality of an examination or the Program, or
- c. If you are determined to have committed exam fraud as defined in Section 7.1.



7.3 Notifications and Employer. You agree that if Juniper Networks revokes your certification pursuant to Section 7.2, Juniper Networks shall have the right to, a) notify your employer, and Juniper Networks, its affiliates, and Third Parties, and b) respond to any inquiry by your employer or others, about your certification status and any change thereof.

## 8. Agreement Term and Termination

8.1 Termination by Either Party. Either party, with or without cause, may terminate this Agreement upon thirty (30) days written notice of termination to the other party.

8.2 Termination by Juniper Networks. Juniper Networks; in its sole discretion and without prejudice to any rights Juniper Networks may have under this Agreement in law, equity or otherwise; may terminate this Agreement at any time upon the occurrence of any one of the following events: (a) you fail to comply with the Requirements established by Juniper Networks for maintaining your Designation for at least one Track, (b) you misrepresent your certification status, (c) you use a Logo or Designation in a manner that Juniper Networks believes could injure Juniper Networks reputation or rights in the Logo or Designation, (d) you misappropriate or disclose without authorization any Juniper Networks trade secret or confidential information including, without limitation, any Confidential Information as identified in Section 4.1 above, (e) you supplied false or misleading information in connection with your applying for Program registration or in connection with maintaining your status, or (f) you fail to comply with any of the material terms of this Agreement.

8.3 Effect of Termination. Upon termination of this Agreement, the license and all rights granted hereunder shall terminate completely. You shall immediately discontinue all use of Designations and Logos. Except as specifically provided herein, you shall have no further rights or obligations under this Agreement after its termination.

8.4 Survival. Rights and obligations under Sections 3.4, 3.5, 3.6, 3.7, 3.8, 4, 5, 8.3, 9, 10, 11 and 13 of this Agreement shall survive termination of this Agreement.

## 9. Disclaimers

9.1 JUNIPER NETWORKS ASSUMES NO LIABILITY WHATSOEVER FOR ANY ACT, WHETHER INTENTIONAL, NEGLIGENT OR OTHERWISE, OF ANY PERSON CERTIFIED UNDER THE PROGRAM. JUNIPER NETWORKS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROGRAM TRACKS, COURSE MATERIALS, DOCUMENTATION, REQUIREMENTS, EXAMS, AND OTHER MATERIALS PREPARED AND SUPPLIED BY OR ON BEHALF OF JUNIPER NETWORKS UNDER THIS AGREEMENT OR AUTHORIZATION HEREUNDER. ALL MATERIALS PROVIDED ON JUNIPER NETWORKS WEBSITES ARE PROVIDED "AS IS." JUNIPER NETWORKS DOES NOT WARRANT THAT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, LINKS OR OTHER MATERIALS INCLUDED IN ITS WEBSITES OR THAT ITS SOFTWARE IS ERROR FREE OR WILL OPERATE WITHOUT PROBLEMS OR INTERRUPTION.

9.2 YOU ACKNOWLEDGE THAT YOU HAVE INDEPENDENTLY EVALUATED THE POTENTIAL RISKS AND BENEFITS OF ENTERING INTO THIS AGREEMENT AND OF PERFORMING UNDER THIS AGREEMENT, BY ENTERING INTO THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, YOU HAVE IN NO WAY RELIED ON ANY ASSURANCES OR REPRESENTATIONS OF JUNIPER NETWORKS OR ANYONE PURPORTING TO ACT ON ITS BEHALF REGARDING THE POTENTIAL FUTURE BUSINESS, PROFITS, OPPORTUNITIES, REVENUES, COSTS OR CAPITAL INVESTMENTS.

## 10. Limitation of Liability



IN NO EVENT SHALL JUNIPER NETWORKS, ITS AFFILIATES, OR THIRD PARTIES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS) ARISING FROM THIS AGREEMENT OR IN ANY WAY RELATED TO YOUR JNCP STATUS, YOUR FAILURE TO ACHIEVE OR MAINTAIN JNCP CERTIFICATION, YOUR USE OR INABILITY TO USE THE DESIGNATIONS OR LOGOS, OR THE TERMINATION OF YOUR CERTIFICATION, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF JUNIPER NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### 11. Indemnification

You agree to indemnify and hold harmless Juniper Networks, its affiliates, and any of its respective officers, employees and agents against any third party claim asserted against these Juniper Networks or its affiliates, against any loss, liability, damage, cost or expense (including attorneys' fees) arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against Juniper Networks or its affiliates if arising out of or in any manner connected with: (i) any breach by you of this Agreement including, but not limited to, your use of the Designations and Logos in any way that is inconsistent with this Agreement; (ii) any claim alleging that your services were promoted, sold or performed in a deceptive, incomplete, illegal, negligent, improper or unauthorized manner, (iii) Juniper Networks termination of this Agreement pursuant to the terms of this Agreement or (iv) your use or misuse of Juniper Networks intellectual property or confidential information.

#### 12. Changes to Program

12.1 Right to Change. Juniper Networks reserves the right to terminate the Program or change the Program at anytime, including, but not limited to, (a) changes to the number, scope, organization, objectives and content of the tests, (b) additions, deletions or other modifications to the Requirements for obtaining or maintaining certification status, (c) addition of new Tracks, Designations and Logos, and (d) deletion, modification or replacement of any Track, Designation or Logo.

12.2 Notice of Changes. Juniper Networks will post a notice of any Program changes on its website. If Juniper Networks records indicate that you are certified for a Track and any change to the Program affects the Requirements for that Track, Juniper Networks intends, but is not obligated, to send an e-mail notification to you at the e-mail address on file with the Program office, however it is your responsibility to monitor the posted Program information and Requirements for any changes potentially affecting your certification status.

12.3 Effect of Changes. If Juniper Networks changes the Requirements for maintaining certification for a Track for which you are entitled, you must comply with the changed Requirements. Juniper Networks will post a notice of any Program changes on its website. If you have not fully complied with the new or modified Requirements, your certification for that Track shall terminate and you shall cease all use of the Designation or Logo associated with that Track.

#### 13. Other Provisions

13.1 No Joint Venture or Partnership. This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee, franchisor/franchisee or similar relationship between the parties. You agree that you will not represent yourself as an agent, employee, consultant, contractor or legal representative of Juniper Networks or any subsidiary thereof based upon this Agreement. The relationship established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to: (i) give either party the power to direct and control the business activities of the other, or (ii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.





13.2 No Warranties by You. This Agreement does not give you any right or authority to make any representation, warranty, or promise on behalf of Juniper Networks or Juniper Networks products or services.

13.3 Injunction. You recognize and acknowledge that a material breach by you of any of your covenants, agreements or undertakings hereunder will cause Juniper Networks irreparable damage, which cannot be readily remedied in monetary damages in an action at law. Therefore, in addition to its rights and remedies otherwise available at law, upon an adequate showing of material breach, and without further proof of irreparable harm other than this acknowledgment, Juniper Networks shall be entitled to immediate equitable relief, including, but not limited to, both interim and permanent injunctions, to stop such damage.

13.4 Compliance With Laws and Indemnity Obligations. You will comply fully with all statutes, laws, regulations, ordinances, executive orders and the like (collectively, "Laws") of any country, state, municipality, or the like applicable to your business activities, including but not limited to Canadian and US export Laws and any environmental Laws. J-Partner will not make, authorize, offer or promise to make or give any money or anything of value to any official of a public international organization, government official, political party, political official, candidate for political office ("Foreign Official"), or to any other person, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any Foreign Official. You acknowledge and agree that Juniper Networks products, technical data relating to these products and Juniper Networks Confidential Information (collectively "Products and Technical Data") are subject to export and import control Laws of various countries. You will not export, either directly or indirectly, any Product and Technical Data without first obtaining any and all necessary approvals from all applicable Canadian and U.S. departments or agencies. You will indemnify, defend and hold harmless Juniper Networks, its affiliates, and its respective directors, officers, agents and employees from and against (i) any and all claims, demands, actions, litigation, investigations and proceedings arising out of or related to any non-compliance by you of this section ("Noncompliance Claims"), and (ii) any and all liens, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or related to any Noncompliance Claims.

13.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed and enforced in all respects in accordance with the substantive and procedural laws of the State of California, USA except for its choice of law rules. Unless waived by Juniper Networks in its sole discretion, any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court within Santa Clara County, California, USA. The parties agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding. The parties agree to accept service by U.S. certified mail or registered mail, return receipt requested, or by other legally available method.

13.6 Waiver and Severability. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the other provisions of this Agreement shall continue in full force and effect. Except for actions for breach of Juniper Networks proprietary rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.

13.7 No Assignment. This Agreement may not be assigned by you in whole or in part. Any attempted assignment shall be null and void.

13.8 Notices. All notices required by this Agreement to be sent to Juniper Networks must be addressed to:

Juniper Networks, Inc.  
Attn.: Legal Department -JNCP  
1133 Innovation Way  
Sunnyvale, California 94089 USA



All notices to be mailed to you will be directed to the most recent address for you in the Program office files. It is your responsibility to ensure that the Program office has your current e-mail and postal address.

13.9 Publicity. Any public announcements, postings, or other advertising or public relations activities related to or concerning this Agreement must be reviewed and approved in writing by Juniper Networks in advance.

13.10 Governing Language. The parties agree that this Agreement is written and accepted in English. Any translation of this Agreement from its English version is provided for convenience only. Les parties aux présentés confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise (Translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language").

13.11 Click-through English Version of Agreement Governs. The click-through, English language version of this Agreement supersedes all prior agreements, commitments or representations between the parties, whether oral or written, as well as any downloaded or translated version of the Agreement, whether or not such downloaded or translated version is signed by either party, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.