

# Candidate BlackBerry Certification Agreement



## **Note**

You will need to accept the terms and conditions of this agreement in order to proceed in attempting any certification exam at the test center.

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 **BlackBerry**<sup>®</sup>

Certification Program

Please read these terms and conditions of use carefully. Your exam process to begin your candidacy of receiving a BlackBerry Certification Designation cannot be completed until you provide your consent to the terms and conditions of this Agreement by clicking "I Agree" below. Otherwise, click "I disagree" below to cancel your exam attempt if you do not wish to be bound by the terms and conditions of this Agreement. This Agreement shall only be binding upon you in relation to the specific Certification Designation you choose when you consent to the terms and conditions of this Agreement. You shall be required to enter into a new agreement with RIM for each Certification Designation you apply to attain. If you determine that you do not agree with the terms and conditions of this Agreement, you will not be able to re-schedule the dates of any Certification Exams you request to attend and no refunds or any other form of compensation (including any form of credit) will be available to you for any Certification Exams that you request to re-schedule or cancel.

The terms and conditions of this Agreement form a binding legal agreement between you and Research In Motion Limited on behalf of itself and its affiliated companies ("RIM").

## Purpose

RIM understands that its various BlackBerry and Enterprise products, infrastructure and software (collectively "RIM Products") are extremely complex and require a certain level of expertise to ensure that a professional is proficient in helping others when they are installing, deploying, using, selling or training others to use these RIM Products. At the same time, RIM must ensure that professionals who are working on such RIM Products have this expertise. By complying with this Agreement and successfully completing a Certification Exam together with any other Certification Requirements, RIM will grant you the right to describe yourself as a Certified BlackBerry Professional in addition to any other rights granted to you by this Agreement. The Certification Requirements for each Certification Designation will be determined by RIM and, depending on which Certification Designation you have chosen and qualified for, you will be able to use a designated title that is related to your Certification Designation.

## Definitions

"Agreement" shall mean this Candidate BlackBerry Certification Agreement and all other documents incorporated by reference in this Agreement. Unless the context requires otherwise, the defined terms when used, and where the context so admits, the singular shall include the plural and vice versa.

"Certification Designation" shall mean the specific Certification Program certification designation granted to you upon successful completion of and compliance with the Certification Requirements for the applicable product line, service or technology as specified in this Agreement.

"Certification Exam" shall mean the applicable certification test for the particular Certification Designation, for which you have registered.

"Certification Materials" shall mean any materials supplied by RIM in relation to a Certification Designation. All such Certification Materials shall be considered to be a part of this Agreement.

"Certification Program" shall mean the specific rules and procedures as mandated and updated by RIM for acquiring, maintaining and using any of the following Certification Designations:

## Technical Certifications

- BlackBerry Certified Support Specialist
- BlackBerry Certified Server Support Specialist
- BlackBerry Certified System Administrator
- BlackBerry Certified Solution Designer
- BlackBerry Certified Trainer
- BlackBerry Certified Enterprise Application Developer

## BlackBerry Expert Credentials

- BlackBerry Expert User
- BlackBerry Sales Expert

## Organizational Certifications

- BlackBerry Certified Training Center
- BlackBerry Certified Reseller

All such rules and procedures are reproduced in this Agreement and on the Certification Program Website, and are subject to change as detailed in this Agreement.

"Certification Program Website" shall mean the web site located on the world wide web at [www.blackberry.com/certification](http://www.blackberry.com/certification) or any other web

site designated by RIM from time to time. All information available on the Certification Program Website shall be considered to be a part of this Agreement.

"Certification Requirements" shall mean those requirements specified or referenced in this Agreement that you must meet in order to acquire, use and maintain the Certification Designation and use of the Logos in accordance with the terms of this Agreement.

"Certified BlackBerry Professional" shall mean both (i) an individual who has successfully completed the Certification Requirements for at least one Certification Designation, has received and continues to abide by all applicable Guidelines and Post Certification Materials, and continues to maintain such Certification Designations in good standing in accordance with the Certification Requirements; and (ii) the designation by which an individual who has complied with (i) may refer to herself/himself in accordance with the Post Certification Materials.

"Course Materials" shall mean any materials supplied by RIM and made available to participants either directly by RIM or by authorized third party suppliers and which are provided to you for and during your participation in a training event related to the Certification Program.

"Guidelines" shall mean the guidelines provided by RIM regarding the use of the Logos.

"Logos" shall mean the specific Certification Program's Trademarks designated for the Certification Program generally and for any of the Certified BlackBerry Professional Certification Designations as specified in this Agreement, as found in the Post Certification Materials or as described on the Certification Program Website, and other Trademarks that are specifically referenced in the Post Certification Materials as being licensed to you under this Agreement. The use of Logos shall be subject to the requirements as detailed in the Guidelines.

"Personal Data" shall mean any information supplied by you to RIM or to one of its designated third party providers, at either RIM's or the designated provider's request or which you freely provide, that is information capable of identifying you or which is considered to be private information as defined by any relevant privacy legislation that binds RIM or its designated provider.

"Post Certification Materials" shall mean those materials that you receive and/or have made available to you on the Certification Program Website upon your successful completion of the Certification Requirements in relation to each Certification Designation you receive and which shall include the Guidelines. All such Post Certification

Materials shall be considered to be a part of this Agreement. RIM shall determine, at its sole discretion, in which manner you are able to receive the Post Certification Materials.

"RIM Trademarks" shall mean all Trademarks, excluding Logos.

"Third Party Provider Website" shall mean any web site that is expressly referenced on the Certification Program Website but only to the extent that such websites are specifically referenced as being directly related to the Certification Program.

"Trademarks" shall mean all registered or unregistered trademarks, trade names, service marks or logos of RIM.

## Term and Termination

This Agreement shall come into force upon your execution of this Agreement. Certification for all of the Certification Designations for which you have met and continue to meet the Certification Requirements and for which you have passed the Certification Exam as more fully described in this Agreement shall remain in effect and this Agreement shall specifically relate to the Certification Designation that you indicated upon your execution of this Agreement. Such Certification Designation, once granted, shall remain in effect and in good standing until this Agreement is terminated. Either you or RIM may terminate this Agreement, with or without cause, on one month's written notice. However, if you repudiate this Agreement, materially breach any of its terms or make any material misrepresentation to RIM, RIM may terminate this Agreement at any time without notice to you. RIM's only obligation is to provide the notice called for in this Agreement, when necessary, and in addition to any other limitation of liability defined in this Agreement, RIM IS NOT LIABLE FOR ANY CLAIMS OR LOSSES WHERE RIM HAS ELECTED TO PURSUE ITS RIGHTS UNDER THIS SECTION.

This Agreement shall automatically terminate on the day that you have failed to meet the Certification Requirements for maintaining any of your Certification Designations.

Failure by you to adhere to the terms and conditions as outlined in the Business Conduct section of this Agreement shall permit RIM to terminate this Agreement immediately with notice to you. Upon termination of this Agreement, you shall no longer have any of the rights or privileges granted to you by this Agreement, including the right to identify yourself as a Certified BlackBerry Professional and to use any Logo.

Should you fail to comply with the Rights Granted section in relation to your use of the Logos and fail to cure such non-compliance after written notice by RIM, in addition to any other remedies that RIM may have, RIM may terminate your license to use the Logos with immediate effect.

Additionally, you agree to promptly return to RIM all Certification Materials and Post Certification Materials, along with any modifications thereto that are provided to you by RIM or its designated third party providers, or provide RIM with written confirmation that all such Materials, including all copies and modifications thereof, have been destroyed and/or permanently deleted.

This Agreement shall be considered to void ab initio if you have not complied with the eligibility requirements as described below in the Eligibility section of this Agreement.

## Certification

In order to obtain a Certification Designation, you must successfully complete the initial Certification Exam together with any other Certification Requirements for that Certification Designation (this may include successfully completing more than the initial Certification Exam). Any other certification requirements that are required for you to complete your Certification Requirements shall be detailed on the Certification Program Website or in any relevant Certification Materials.

## Maintaining Certification

In order to maintain your Certification Designation, you must successfully complete any ongoing Certification Requirements as mandated by RIM. These Certification Requirements shall be detailed on the Certification Program Website. You are solely responsible for keeping yourself informed of the continuing Certification Requirements and for maintaining your Certification Designation. If you do not complete the continuing Certification Requirements within the time frame specified by RIM on the Certification Program Website, your Certification Designation will be revoked without further notice to you and the termination provisions shall apply to you in respect of that Certification Designation.

## Certification Courses

RIM may offer, at its sole discretion, Certification Courses that relate to specific Certification Designations. Such courses shall only be required where the Certification Requirements specifically reference the course but shall otherwise be optional. RIM or its designated course delivery

provider may administer and offer such courses. You may be provided with Course Materials for any such course.

## Fees

RIM or any of its designated course delivery providers may require the payment of a fee for the enrolment in a Certification Course, the attainment of Certification Materials, for anything that you are required to complete or provide to RIM or any of its designated third party providers in order to satisfy a Certification Requirement or to enroll in, attend, write and receive your results for the Certification Exam. You cannot attain your Certification Designation until all such fees have been paid in full, with proof of such payments, if necessary.

## Rights Granted

Upon your payment of any fees, the proper execution by you of any further required agreements and your satisfaction of any Certification Requirements, RIM grants to you a personal, non-exclusive, revocable and non-transferable license to use the Logos, Certification Materials, Course Materials and Post Certification Materials, as applicable, and the right to describe yourself as a Certified BlackBerry Professional having the credentials related to your Certification Designation, where both such aforementioned rights shall be subject to the terms and conditions contained in this Agreement and the Guidelines, as modified from time-to-time by RIM and made available to you, for the purposes of performing your obligations and rights pursuant to this Agreement and the Certification Program.

You acknowledge that your use of the Logos is limited to the use licensed in this Agreement and that you have not acquired, and will not acquire, any ownership rights therein. You agree not to use the Logos in a manner likely to cause confusion with, dilute or damage the goodwill, reputation or image of RIM Products. You agree not to use the Logos as a feature or design element of another logo or trademark. Upon request by RIM, you shall supply RIM with: (i) specimens of your use of any Logo and execute or obtain execution of, and (ii) the instruments that may be appropriate to register, maintain or renew the registration of any Logo in the market. The use of any Logo by you does not transfer to you any further right, title, or interest in or to the Logo and all such use and associated goodwill will inure to the benefit of RIM. You shall not register, attempt to register or lay a common law claim to any Logo or any mark confusingly similar with a Logo. You do hereby acknowledge that the maintenance of the reputation and quality associated with the Logos requires the highest quality and utmost uniformity with respect to RIM Products and services associated with the RIM Trademarks and Logos. RIM reserves the right to inspect your use or display of the Logos

from time-to-time to ensure that such use or display is in accordance with the terms of this Agreement. You shall permit RIM or its authorized agent to inspect and monitor your goods and/or services, at RIM's cost, to determine and verify that the Logos are being used in accordance with the terms of this Agreement.

## Conditions of Rights Granted to You

In consideration of granting you the above rights in relation to a Certification Program, you agree to: (a) provide true, accurate, current and complete Personal Data; and (b) maintain and promptly update the Personal Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or RIM has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, RIM has the right to suspend or terminate this Agreement. RIM's use of such Personal Data for which use you do hereby grant your consent is subject to the Privacy Policy section of this Agreement.

## Privacy Policy

RIM's Privacy Policy can be found at the following web site: [http://na.blackberry.com/end/legal/privacy\\_policy.jsp](http://na.blackberry.com/end/legal/privacy_policy.jsp). Where you intend to write a Certification Exam in order to become a Certified BlackBerry Professional, you may be requested to provide Personal Data to RIM and/or to any of RIM's third party providers. Once you have provided your Personal Data to either RIM or RIM's designated third party provider, your Personal Data may be accessed by other third parties who have entered into agreements with RIM to provide services necessary to administer the Certification Program as contemplated under this Agreement. You agree to provide such Personal Data and acknowledge that your Personal Data shall be used in a manner consistent with the information provided to you in this Agreement, the policies as provided to you upon your registration with RIM, registration with such designated third party providers or as the designated third party providers may otherwise advise you. All such Personal Data shall also be subject to the privacy policies provided to you at such time.

In order to have access to Course Materials, Certification Materials or Post Certification Materials on the Certification Program Website, you will be required to create your own user account to which access will be restricted via a password. Additionally, to properly register for a Certification Exam or Certification Course, you may be required to create your own user account with either RIM or the designated third party provider, as applicable. You are responsible for all activities that occur under your accounts or passwords related to the Certification

Program Website and the Third Party Provider Websites and agree to keep your passwords confidential. You will immediately notify RIM of any unauthorized use of your accounts or passwords or any other breach of security. You will not disrupt the functioning of the Certification Program Website or any Third Party Provider Websites, solicit another user's password or otherwise act in a manner that interferes with the use of the Certification Program Website or Third Party Provider Websites including by other users. You may not use the Certification Program Website or Third Party Provider Websites in any manner which could damage, disable, overburden or impair the Certification Program Website, the Third Party Provider Websites and/or any RIM services (or the networks connected to any such site or services) or interfere with any other party's use and enjoyment of the Certification Program Website, Third Party Provider Websites and/or any RIM services (or the network connected to any such site or services). You may not attempt to gain unauthorized access to the Certification Program Website, Third Party Provider Websites and/or any RIM service, other accounts, computer systems or networks connected to RIM's systems, through hacking, password mining or any other means. You may not access, use or attempt to access or use any materials or information that you are not authorized by this Agreement to access or use.

Your access to the Certification Program Website will be governed by the applicable terms of use agreement as provided on the Certification Program Website. Additionally, your access to Third Party Provider Websites shall be governed by the applicable terms of use agreements provided for on each of the respective Third Party Provider Websites you access.

You acknowledge and agree to grant RIM and any of RIM's designated third party providers the right to collect, store, process, use, transmit, communicate, disclose and manage your Personal Data whether such data is received from you via the Certification Program Website, a Third Party Provider Website or when you provide such Personal Data directly to RIM or the designated third party provider. Your Personal Data shall be collected, stored, processed, used and managed in order to administer the Certification Exam to you, process and validate your answers, provide you with any Certification Materials, Course Materials and Post Certification Materials together with any relevant correspondence, and to contact you with any certification inquiries you might address to RIM or a designated third party provider, or for RIM to otherwise comply with any notice provisions in this Agreement or as found on the Certification Program Website and Third Party Provider Websites. Depending on where you live, RIM may be required to transmit your Personal Data to other countries or your Personal Data may be collected, stored, processed, used or managed in another

country and you hereby give RIM and any of RIM's designated third party providers your permission to do so.

## Business Conduct

You agree to conduct your business in a way that does not adversely affect RIM's reputation or goodwill. RIM may, at its sole discretion, determine whether your services meet RIM's standards.

You agree to not use any misleading or unethical tactics.

You agree to not make any representations, warranties or guarantees either on behalf of RIM or about any RIM Product, your Certification Designation, the process by which you attained your Certification Designation or how anyone else can obtain a Certification Designation.

## RIM's Liability

IN NO EVENT SHALL RIM OR ITS AFFILIATES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND RELATING TO THIS AGREEMENT, INCLUDING COURSES, CERTIFICATION MATERIALS, POST CERTIFICATION MATERIALS OR COURSE MATERIALS. IN NO EVENT SHALL RIM OR ITS AFFILIATES BE LIABLE TO YOU FOR, AND YOU HEREBY WAIVE YOUR RIGHT TO, ANY INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOSS OF EMPLOYMENT, LOST DATA, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS) DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO RIM.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (A) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER KIND OF CIVIL OR STATUTORY LIABILITY CONNECTED WITH OR ARISING OUT OF THIS AGREEMENT; (B) TO RIM AND ITS AFFILIATES, AS WELL AS TO RIM'S OR ITS AFFILIATES' DIRECTORS, OFFICERS, EMPLOYEES, AND INDEPENDENT CONTRACTORS. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSIONS OF CERTAIN TYPES OF DAMAGES AND/OR OF IMPLIED CONDITIONS OR WARRANTIES. THE LIMITATIONS, EXCLUSIONS,

AND DISCLAIMERS SET FORTH IN THIS AGREEMENT SHALL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAWS OF A COMPETENT JURISDICTION REQUIRES LIABILITIES BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS.

## Your Liability

In addition to damages for which you are liable under law and the terms of this Agreement, you will indemnify, defend and hold RIM harmless for claims and expenses (including attorneys' fees and court costs) by others made against RIM (particularly regarding statements, representations, or warranties not authorized by RIM) arising out of your conduct under this Agreement however arising, in whole or in part, which may be brought or made against RIM, or its affiliates, officers, employees or assigns, in connection with: (i) any personal injury, property damage or other claims which are caused, directly or indirectly, by any negligent act, omission, illegal or willful misconduct by you; (ii) your use or misuse of a Certification Designation and/or the Logos; (iii) your use or misuse of Confidential Information (as defined below); (iv) your relations with anyone else that are related to the Certification Program; and/or (v) your breach of any obligations or warranties under this Agreement.

## RIM's Representations and Warranties

RIM assumes no responsibility for any typographical, technical, substantive or other inaccuracies in the Course Materials, Certification Materials or Post Certification Materials or any modifications thereto or to any webpage located on the Certification Program Website. RIM reserves the right to periodically change information that is contained in Course Materials, Certification Materials, Post Certification Materials or in a course; however, RIM makes no commitment to provide any such changes, updates, enhancements or other additions to you in a timely manner or at all. RIM provides to you all Course Materials, Certification Materials and Post Certifications Materials "AS IS" and without any warranty or representation, whether implied or express, of any kind.

## Your Representations and Warranties

In addition to any other representations or warranties that you provide in this Agreement, you represent and warrant that (i) you will refrain from any conduct that could reflect unfavourably on or may harm the goodwill and reputation of RIM or its products and (ii) you shall not make any representation, warranty or promise on behalf of or binding upon RIM.

## Agreement Modifications

In order to maintain flexibility in the Certification Program RIM reserves the right, except to the extent that RIM is expressly precluded by applicable law, to make changes to this Agreement either to reflect changes in business practices, or to reflect changes in or required by law, by posting notice of the change at <http://www.blackberry.com/legal/index.shtml>.

## General Provisions

Each of us agrees that:

1. Any terms of this Agreement, which by their nature extend beyond the date this Agreement ends, remain in effect until fulfilled.

2. This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws provisions.

3. Both parties will submit to the exclusive jurisdiction of the courts located in the Province of Ontario. Both parties irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. Both parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

4. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, any such provision shall be severable from this Agreement, in which event this Agreement shall be construed as if such provision had never been contained herein.

5. Either RIM or one of its affiliates and you may provide any document and sign any document in an electronic version, and that the acceptance of such a document shall be binding upon that party as if such document were in writing. Both parties agree that this clause meets the requirements of any applicable laws within their jurisdiction that may apply to the use of and/or acceptance of electronic documents.

You agree:

1. That certification does not ensure that you will qualify for any particular employment.

2. That your rights under this Agreement are not property rights and, therefore, you cannot transfer them to anyone else or encumber them in any way.

3. Not to assign, or otherwise transfer, this Agreement or your rights or obligations under this Agreement, without RIM's prior written consent. Any attempt to do so is void.

4. That any failure by RIM to insist on strict performance or to exercise a right when entitled, does not prevent RIM from doing so at a later time, either in relation to that default or any subsequent one.

5. That any acceptance or other communications of any kind from you that contain any additional terms with respect to this Agreement, such additional terms shall be null and void ab initio and of no force and effect.

6. That RIM retains all rights, title and interest in and to all information, content and data contained in the Certification Exams, Certification Materials, Post Certification Materials and, unless the contrary is indicated in the Course Materials, in the Course Materials and all copyrights, patent rights, trademark rights and other proprietary rights thereto provided under this Agreement.

7. No waiver by RIM of a breach or omission by you under this Agreement shall be binding on RIM unless it is expressly made in writing and signed by a signatory of RIM. Any waiver by RIM of a particular breach or omission by you shall not affect or impair the rights of RIM in respect of any subsequent breach or omission of the same or different kind.

8. This Agreement is the complete agreement between us regarding this transaction, and replaces all prior oral and written agreements relating to the transaction and shall include (and you agree that you are responsible for viewing and abiding by) the terms of use that governs your use of this site.

## Confidentiality

The Certification Exam (including without limitation, questions, answers, worksheets, computations, drawings, diagrams, length and number of exam segments and/or questions, or any communication related to the Certification Exam), Certification Materials, Post Certification Materials and Course Materials are the confidential property of RIM ("Confidential Information") and are made available to you solely for the purpose of testing your knowledge in the technical area referenced in the title of the applicable Certification Exam in order

to grant you a Certification Designation and to further describe the rights of your Certification Designation.

You agree to hold such Confidential Information in strict confidence and to take all reasonable precautions to protect it; not to use Confidential Information at any time during the term or after the termination of this Agreement in any way not expressly authorized by this Agreement and that, except as otherwise provided for in this Agreement; you will not communicate, disclose, publish, reproduce or transmit any Confidential Information to any third party in any form.

The Course Materials, Certification Materials, Certification Exams or Post Certification Materials will at all times remain the exclusive property of RIM or its affiliates. You do not acquire any intellectual property rights in or to the Course Materials, Certification Materials, Certification Exams or Post Certification Materials or to any modifications, improvements or enhancements thereto, howsoever developed, including patents, designs, Logos, RIM Trademarks, copyright or trade-secrets under this Agreement, except the limited rights granted under this Agreement. Any unauthorized copying or distribution of the Course Materials, Certification Materials, Certification Exams or Post Certification Materials without the express written consent of RIM is strictly prohibited.

## Eligibility

At the time you register for a Certification Exam you must be of the age of majority in all of the jurisdictions in which you will be a Certified BlackBerry Professional in order to be eligible for the Certification Program. Those who are not of the age of majority as described in this section are not eligible to complete any Certification Exams under the Certification Program and Certification Exams completed by such individuals are void and invalid.

