

Avaya Professional Credential Program Agreement

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The Avaya Credential Program (“Avaya Credential Program” or “Program”) awards certificates to individuals that satisfy knowledge and skill competency requirements (the “Credential”) to sell, design, implement and maintain Avaya products and solutions. This is an agreement between you and Avaya Inc., that outlines the terms and conditions of your participation in the Avaya Credential Program.

You understand, acknowledge and agree that:

1. OBTAINING CREDENTIALS: To obtain a Credential(s) under the Avaya Credential Program you must achieve a passing grade on specific test(s) or the exam(s) for a given level of Credential, and you must comply with any other requirements outlined on the specific curriculum map and in this Agreement.

2. MAINTAINING CREDENTIALS: Once a Credential is granted, you are responsible for keeping your Credential valid. You must maintain your Credential status by completing, within the time frame specified by Avaya, all continuing Credential requirements that correspond with your specific level of Credential. If you do not complete the continuing Credential requirements in the time frame specified by Avaya, your Credential for that particular level will be revoked without further notice, and all rights pertaining (including the right to use the Avaya Credential Mark, as defined herein) to that Credential will terminate. Avaya may, as a condition to continued use of Avaya Credentials, at any time require you to execute a revised version of this Agreement.

3. CHANGES/MODIFICATIONS IN THE CREDENTIAL PROGRAMS: Avaya reserves the right, at any time without notice, to change the Program including but not limited to the Credential, Credential requirements, test materials, Credential materials, and examinations for Credentials. Additionally, Avaya may require you to update your Credential at any time and without further notice.

4. TRANSFER OF CREDENTIALS: If you leave your current employer and/or begin working with a new organization, you retain your Credential status. However, your Credential status and any rights under this Agreement or the Program, including the right to use the Avaya Credential Mark are not transferable to any other person or entity.

5. CREDENTIAL MARK USAGE: Upon your successful completion of the Credential requirements and for as long as you remain in compliance with all applicable continuing

Credential requirements, Avaya hereby authorizes your usage of the Avaya Credential mark (the "Avaya Credential Mark") in accordance with the Avaya Credential Mark guidelines, found at www.avaya-learning.com on the Avaya Professional Credential Program landing page where under "Program Information Links" and at Avaya Credential Management System where you download your Avaya Credential Mark. The Avaya Credential Mark may be used by only you in any advertising, direct mail, collateral, or other promotional materials as long as you comply with the Avaya Credential Mark guidelines. You shall not alter or modify the Avaya Credential Mark in any way. You agree to provide any materials reasonably requested by Avaya to enable Avaya to determine your compliance with this paragraph 5.

6. CONDUCT OF BUSINESS: You agree to conduct yourself in a professional and respectful business manner. You agree that you will (1) not in any way harm Avaya's reputation; (2) avoid deceptive, misleading, or unethical practices; and (3) not advertise or represent your services or status with regard to the Program in a misleading manner or in a manner injurious to the dignity or integrity of the Avaya Credential Program or Avaya Inc. Failure to comply with these conditions will result in your immediate disqualification from further participation in the Avaya Credential Program and any Credential held by you at the time of disqualification will be immediately considered null and void.

7. CONFIDENTIALITY: From time to time Avaya may provide you with confidential information ("Confidential Information"). Confidential Information includes, but is not limited to Credential materials, test materials or exams. You understand, acknowledge, and agree that such Confidential Information is the property of Avaya Inc. and you shall not reveal, disclose, display, modify, perform, reproduce or distribute such confidential information in any form except to the extent specifically permitted by Avaya Inc.

You acknowledge and agree that monetary damages may not be a sufficient remedy for unauthorized disclosure of the confidential information and that Avaya shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

For the duration of this Agreement and for a period of seven years following the expiration or termination of this Agreement, you represent and warrant that you will not develop, market, or make available to a third party: a) any Confidential Information; and b) documentation, products, test(s) or exam(s) that provide substantially similar information and functionality as the Confidential Information.

8. TERMINATION: This Agreement may be terminated by Avaya, in its sole discretion, immediately and automatically without any notice of any kind if (1) you fail to comply with the applicable continuing Program requirements for the Credential; (2) you fail to perform any of your obligations under this Agreement, including without limitation, the terms related to use of the Avaya Credential Mark; (3) you misrepresent your status or the status of your Credential under the Program; and (4) you are the subject of any adverse publicity. Upon termination of this Agreement for any reason, you shall immediately cease using the Avaya Credential Marks and will return all items, materials or other collateral containing or displaying the Avaya Credential Marks to Avaya. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby.

9. INDEMNIFICATION: You agree to indemnify and hold Avaya harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising from or related to your Credential, failure to achieve a Credential or use of or inability to use the Avaya Credential Mark or arising from or related to the termination of your Credential, even if Avaya has been advised of the possibility of such damages, including any claim for damages by any third party resulting from your representation to such third party of your status as an Avaya authorized or certified individual, whether or not such representation is accurate.

10. CANDIDATE INFORMATION: On occasion Avaya may, but is not obligated to, share an individual's Credential status and/or training records with select third parties such as Avaya partners and customers, based upon their request. For the purpose specified in this agreement it may be necessary to transfer personal information to different countries, including countries outside the EEA/EU. As a condition of registering as a user of Avaya's learning management system (LMS) or taking a Credential exam you will be asked to acknowledge that you have read and understand this Avaya Credential Program Agreement and agree that Avaya may share your Credential status and / or training records with select Avaya partners, customers or third parties, for purposes of determining compliance with Avaya's Credential Programs. By registering on Avaya's LMS or taking an Avaya Credential exam, you acknowledge and agree to these procedures.

Questions?

Avaya Learning Help Desk:

Phone: Call 866 Avaya 54 or 1.866.282.9254 [US Toll Free]

Outside North America: [Regional Local Number Listing](#)

or

Submit a request to the Support Team at <https://partner-itss.avaya.com>