

Security University Testing



SUT Candidate Q/ISP Qualification/Certification Agreement (Security University Testing SUT)

1. PURPOSE

SUT provides Highly Qualified, Hands-On Performance Based, Expert Level Security Q/ISP Qualification/Certification Programs. To provide appropriate support for its programs SUT has created the following Application for SUT Qualification/Certification programs. All individuals interested in the Qualified/ Certified and Validated SUT designations are subject to submitting this Candidate Agreement per completed SUT credential.

Q/EH – Qualified/ Ethical Hacker Qualification/Certification
 Q/SA – Qualified/Security Analyst Qualification/Certification
 Q/PTL – Qualified/ Penetration Tester License Qualification/Certification
 Q/FE – Qualified/ Forensic Expert Qualification/Certification
 Q/ND – Qualified/ Network Defender Qualification/Certification
 Q/CA – Qualified/ Certification and Accreditation Qualification/Certification
 Q/WP – Qualified/ Wireless professional Qualification/Certification
 Q/WSP – Qualified/ Wireless Security Professional Qualification/Certification
 Q/WAD – Qualified Wireless Defense Analyst Qualification/Certification
 Q/SSEP – Qualified/ Software Security Expert Professional Qualification/Certification

After passing the SUT Qualification/Certification exam and hands-on practical's (if required), successful participants are authorized to use the SUT Qualification/Certification Marks that the participant has completed. Successful completion of one SUT program allows the participant to use the mark respective to the Q/ISP Qualification/Certification that has been granted and does not entitle participant to use SUT Marks pertaining to any other program. _____initial

2. QUALIFICATION/ CERTIFICATION

The Q/ISP Qualification/ Certification designation is based on your successful completion of the required exam and practical (if required). You acknowledge that SUT has the right to change at any time the requirements for obtaining or maintaining Q/ISP program requirements. Once you have been granted Q/ISP certification, you may maintain Q/ISP qualification/ certification by completing the Q/ISP Qualification/Certification Performance Education (CPE) requirements within the time frame specified by SUT . You also agree to comply with the relevant provisions of the qualification/certification program. You are solely responsible for staying informed of SUT 's CPE requirements to maintain Q/ISP qualification/ certification. If you choose not to do continuing education Q/ISP Qualification/Certification requirements within the time frame specified by SUT , your qualification/ certification may expire, be revoked or be suspended without further notice, and all rights pertaining to that mark will terminate. Notwithstanding SUT has the right too not grant or renew Q/ISP Qualification/Certification if SUT determines in good faith that Q/ISP Qualification/Certifications or use of the corresponding marks will adversely affect SUT .

You must adhere to the following SUT Policies:

- Code of Ethics (<http://www.securityuniversity.net/SUT/ethics.php>)
- Q/ISP Qualification/Certification Exam <http://www.securityuniversity.net/SUT/exam-policy.php>)
- Exam Retake (<http://www.securityuniversity.net/SUT/retake-policy.php>)

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3. TRANSFER OF Q/ISP QUALIFICATION/CERTIFICATION

You earn and retain Q/ISP qualified / certification status if you leave you employment. you may not transfer Q/ISP qualification/ certification to another person.

4. Q/ISP OBLIGATIONS

Term. This Agreement will begin on the date you receive written notice from SUT that you have met all the requirements necessary to receive Q/ISP Qualification/ Certification Designation and will terminate as provided in this Agreement. This agreement will not take effect until SUT has notified you in writing that all program agreements have been met, including Q/ISP acceptance of the terms of this agreement. You agree to comply with this agreement when you open the Q/ISP Qualification/Certification welcome kit envelope seal. If you earn Q/ISP Qualification/Certification Master's Degree this Agreement remains in effect. _____initial

5. TERM AND TERMINATION

As a SUT Q/ISP Qualification/Certification Candidate you have no title to or ownership of the marks or courseware provided to you pursuant to this Agreement. SUT owns and retains all title and ownership of all intellectual property rights in the products, documentation, and related materials and, all modifications to and derivative works from software acquired as a Q/ISP Qualification/Certification Program candidate, by you, SUT or any third party. SUT does not transfer any portion of such title and ownership, or any of the associated goodwill to you, and this Agreement should not be construed to grant you any right or license, whether by implication, estoppel, or otherwise, except as expressly provided. You agree and are bound by the Q/ISP Qualification/Certifications products acquired by reason of certification under this Agreement. _____initial

6. OWNERSHIP Termination by SUT .

Without prejudice to any rights it may have under this Agreement or in law, equity, or otherwise, SUT may terminate this Agreement upon the occurrence of any one or more of the following default events:

You fail to perform any of Q/ISP Qualification/Certification obligations under this Agreement;

If there is potential adverse publicity or other information about you that cause SUT, to believe that SUT 's reputation will be adversely affected you will be terminated with cause. In the event of a Default, SUT will give you thirty (30) days from receipt of notice to correct the Default. If you fail to correct the Default within the notice period, this Agreement will automatically terminate on the last day of the notice period without further notice. SUT will have no liability to you under any circumstances for termination of this Agreement. _____initial

6. DEFINITIONS

Program means one of the SUT Q/ISP Qualification/Certification programs offered under this Candidate Qualification/Certification Agreement (“Agreement”). Each SUT Q/ISP Qualification/Certification Program includes a documented processes whereby individuals are required to demonstrate their competence in cybersecurity. .

6.1.1 MARKS

means, any SUT marks/ logos, and the Q/ISP Qualification/Certification Program Designations.

6.1.2

SUT Training Centers means professional instructors and training businesses.

6.1.3 SUT Test Center or TetracTC means any organization that has been approved by SUT to administer SUT Tetrac Q/ISP Qualification/Certification Exams to students. SUT retains all rights not expressly conveyed by this Agreement.

You recognize the value of the publicity and goodwill associated with the marks and acknowledge that the goodwill will exclusively inure to the benefit of, and belong to, SUT. You have no rights with respect to the marks licensed under this Agreement except to the extent of the license granted in this Agreement. _____initial

7. RESERVATION OF RIGHTS AND GOOD WILL - Effect of Termination.

Upon termination of this Agreement for any reason, You must immediately cease all display, advertising, and other use of the MARKS. all rights granted under this Agreement will immediately and automatically revert to SUT. _____initial

You agree not to file any new trademark, collective mark, service mark, certification mark, and/or trade name application(s), in any class and in any country, for any trademark, collective mark, service mark, certification mark, and/or trade name that, in SUT 's opinion, is the same as, similar to, or that contains, in whole or in part, any or all of SUT 's trade names, trademarks, collective marks, service marks, and/or Q/ISP Qualification/Certification marks, including, without limitation, the MARKS licensed under this Agreement. You agree not to register or use as Q/ISP Qualification/Certification own any internet domain name which contains SUT 's MARKS or other trademarks in whole or in part or any other name which is confusingly similar thereto. This section will survive the expiration or other termination of this Agreement. _____initial

8. NO REGISTRATION BY YOU

SUT Candidate Q/ISP Qualification/Certification Agreement you agree to assist SUT, to the extent reasonably necessary and at SUT 's expense, to protect or to obtain protection for any of SUT 's rights to the MARKS. In addition, if at any time SUT requests that you discontinue using the MARKS and/or substitute with new or different mark, you will immediately cease use of the MARKS and cooperate fully with SUT to ensure all legal obligations have been met with regards to use of the MARKS. _____initial

9. PROTECTION OF RIGHTS

You agree to indemnify and hold SUT harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits made against SUT (i) by reason of Q/ISP Qualification/Certification performance or nonperformance under this Agreement; (ii) arising out of Q/ISP Qualification/Certification use of the MARKS in any manner whatsoever except in the form expressly approved under this Agreement; and/or (iii) for any personal injury, product liability, or other claim arising from the use of SUT Q/ISP Qualification/Certifications. In the event SUT seeks indemnification under this Section, SUT will immediately notify you in writing of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. In no event may you enter into any third party agreements that would in any manner

whatsoever affect the rights of, or bind, SUT in any manner, without the prior written consent of SUT . _____initial

10. INDEMNIFICATION BY YOU

In no event will SUT be liable to you or anyone for any special, indirect, consequential punitive, exemplary or any similar type of damages arising out of or in any way related to this agreement. _____initial

11. LIMITATION OF LIABILITY

Governing Law and Venue . This Agreement will in all respects be governed by the Commonwealth of VA, and venue of any actions will be proper either in the courts of the Commonwealth of Virginia. _____initial

12. GENERAL PROVISIONS

Non-Waiver. No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion.

12.1 Assignment. Neither this Agreement nor any of Q/ISP Qualification/Certification rights or obligations arising under this Agreement may be assigned without SUT 's prior written consent. This Agreement is freely assignable by SUT , and will be for the benefit of SUT 's successors and assigns.

12.2 Compliance with Laws. You agree to comply, at your own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department, or agency that apply to or result from your rights and obligations under this agreement.

12.3 Modifications. Any modifications to the typewritten face of this Agreement will render it null and void. This agreement will not be supplemented or modified by any course of dealing or usage of trade. Any modifications to this Agreement must be in writing and signed by both parties.

12.4 Revision of terms.SUT reserves the right to revise the terms of this Agreement from time to time. In the event of a revision, your signing or otherwise manifesting assent to a new agreement may be a condition of continued Q/ISP Qualification/Certification. _____initial

You _____ Q/ISP # _____