BROCADE

Certification Program Terms, Conditions and Exam Fraud Policy

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Exam Security

Brocade is committed to maintaining the credibility and value of our program to our customer base. We are a member of the Association of Test Publishers, and participate in the Security Committee. We have implemented multiple initiatives to protect against exam fraud, and to defend the integrity of the program.

Some of our actions to deter cheating include:

1. Asking candidates to agree to a non-disclosure, and terms and conditions agreement before taking any exam.
2. Revoking certifications and instituting lifetime bans for any breach of conduct
3. Monitoring exam and testing center performance
4. Confronting Internet-based infringement sites
5. Working with other certification program managers to share information

Non-disclosure (Candidate) Agreement

Execution of a candidate agreement is in the best interest of all Brocade Professionals. The Agreement highlights the need to maintain exam integrity, and explains Brocade's right to take actions as necessary, even if a credential is awarded. The agreement is at the end of this document.

Credential Revocation

In certain circumstances, Brocade may revoke any and all credentials held by a participant and **permanently ban the person** from the program. We have a **zero-tolerance** policy towards cheating and breaching the terms and conditions of the Non-disclosure (Candidate) Agreement.

Actions and Behaviors to Avoid

The following actions will be considered a violation of the Non-disclosure (Candidate) Agreement:

1. Discussing exam content with others
2. Using unauthorized study materials
3. Accessing unauthorized or infringed content from non-sanctioned third-party sites
4. Having someone take the exam on your behalf
5. Using stolen test content
6. Participating in brain dump sites or forums by contributing information
7. Requesting brain dump information about an exam
8. Reproducing test material in any format

Unauthorized Materials and Third-Party Offers Policy

Brocade does not endorse, encourage or recommend using any "study" materials from third-party vendors. If a site makes a claim like a "100% pass guarantee" that should be a red flag that this is a site to be avoided. Ignorance is not a valid defense. On the next page is a list of known third-party intellectual property infringement sites, vendors where we have had to take actions to have our intellectual property, in the form of exam content or study guides removed. Brocade does not warrant that list is complete, and may add or remove sites to the list at any time.

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Unauthorized Third-Party "Training" Sites

Brocade recognizes these sites as infringers and unauthorized distributors of exam preparation material. The list is subject to change. Do not even be tempted to visit these sites. As of 11/15/2011 the current list includes:

http://certification.anandsoft.com
http://foundry-networks-exams.com
http://globalitcert.com
http://itexamstube.com
http://pdf.testinside.com
http://www.51-pass.com
http://www.actual-exams.com
http://www.actualtests.com
http://www.beitcertified.net
http://www.braindumps.biz
http://www.buyitcert.com
http://www.certbible.org
http://www.certfx.com
http://www.certification-exams.com
http://www.certification-paper.com
http://www.certificationtutorial.com
http://www.certificationtutorials.com
http://www.certifyexpress.com
http://www.certifysky.com
http://www.certifysky.net
http://www.certinfo.net
http://www.certinside.com
http://www.certmagic.com
http://www.certsking.com
http://www.cheat-test.com
http://www.eliteguides.cn
http://www.emc-certification.com
http://www.eplanetlabs.com
http://www.exact-exams.com
http://www.exactquestion.org
http://www.exam-builder.com
http://www.examcamp.com
http://www.examkiller.net
http://www.examkings.com
http://www.exampapers.me
http://www.examsking.com
http://www.examsoon.biz
http://www.examsoon.com
http://www.examtube.net
http://www.freeexamking.com
http://www.iexamskill.com
http://www.itexamsking.com
http://www.itexamworld.com
http://www.killtest.com
http://www.killtest.net
http://www.killtest.us
http://www.myitguides.com
http://www.novellcertification.net
http://www.ourexams.com
http://www.pass4side.com
http://www.pass4sure.bz
http://www.pass4sure.com
http://www.pass4sure.org.cn
http://www.pass4surecram.biz
http://www.pass-guaranteed.com
http://www.passguide.com
http://www.passitexam.com
http://www.passquick.com
http://www.real-exams.com
http://www.real-exams.net
http://www.realexamscram.com
http://www.realexamscram.com
http://www.real-questions.com
http://www.selfexamengine.com
http://www.selfexamengine.com
http://www.selftestengine.com
http://www.suncertification.net
http://www.sunglasses2u.org
http://www.techexams.ws
http://www.test104.com
http://www.test4cert.com
http://www.testinside.com
http://www.testking.cc
http://www.testking.com
http://www.testking.name
http://www.testking.us
http://www.testkingcram.org
http://www.testkingdom.com
http://www.testkingprep.com
http://www.testkingworld.com
http://www.testoutside.com
http://www.testunion.com
http://www.topcerts.com
http://www.topcerts.net
http://www.troytec.com
http://www.ultraitcertify.com

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Non-Disclosure (Candidate) Agreement

The following text is displayed before your exam will begin:

IMPORTANT: PLEASE READ THE FOLLOWING BROCADE NON-DISCLOSURE CONFIDENTIALITY AGREEMENT CAREFULLY BEFORE TAKING THIS EXAM.

The following Non-Disclosure Confidentiality Agreement (the "Agreement") sets forth the terms and conditions of your use of "**<exam name>**" Materials as defined below. The "**<exam name>**" will hereto be referred to throughout this agreement as "Exam".

The Disclosure to you of this Exam and any questions, answers, worksheets, computations, drawings, diagrams, or any communications, including verbal communication by any party, regarding or related to the Exam and such Exam Materials and any derivatives thereof is subject to the Terms and Conditions of this Agreement.

You understand, acknowledge and agree:

- That the questions and answers of the Exam are the exclusive and confidential property of Brocade and are protected by Brocade intellectual property rights;

- That you may not disclose the Exam questions or answers or discuss any of the content of the Exam Materials with any person, without prior approval from Brocade;

- Not to copy or attempt to make copies (written, photocopied, or otherwise) of any Exam Material, including, without limitation, any Exam questions or answers;

- Not to sell, license, distribute, or give away the Exam Materials, questions, or answers;

- You have not purchased, solicited or used unauthorized (non-Brocade sanctioned) Exam Materials, questions, or answers in preparation for this exam;

- That your obligations under this Agreement shall continue in effect after the Exam and, if applicable, after termination of your credential, regardless of the reason or reasons for terminations, and whether such termination is voluntary or involuntary.

Brocade reserves the right to take all appropriate actions to remedy or prevent disclosure or misuse, including, without limitation, obtaining an immediate injunction. Brocade reserves the right to validate all results and take any appropriate actions as needed. Brocade also reserves the right to use any technologies and methods for verifying the identity of candidates. Such technology may include, without limitation, personally identifiable information, challenge questions, identification numbers, photographic information, and other measures to protect against fraud and abuse. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by you.

By clicking on the "**A**" button ("YES, I AGREE"), you are consenting to be bound by the terms and conditions of this agreement and state that you have read this agreement carefully and you understand and accept the obligations which it imposes without reservation. You further state that no promises or representations have been made to induce agreement and that you accept this agreement voluntarily and freely.