Teradata Certified Professional Program Reinstatement Terms and Conditions

Notification Date: <date>

Candidate name: <firstname> <lastname (referred to as "you", "I", or "my" below) was banned from the Teradata Certified Professional Program (TCPP) for the Teradata <N> Certification track after testing anomalies were detected on exam TE0-xxx Teradata <N> <exam title> taken <exam date> (Anomaly Resulting in Ban).

If you wish to be reinstated into the Teradata Certified Professional Program (TCPP) on a "Probationary" status, you must complete each step below. Reinstatement will only be considered after all steps have been completed:

- A. Print a copy of the Teradata Certified Professional Program Reinstatement Terms and Conditions.
- B. Read and understand the Teradata Certified Professional Program Reinstatement Terms and Conditions.
- C. Where indicated below, print your full name as it is printed on a valid government-issued photo ID. a single character, letter, period, space, or combinations of these are not acceptable in this field. (referred to as "Full Name" below).
- D. Initial and date the bottom of <u>each page</u> as evidence that you agree to adhere to the *Teradata Certified Professional Program Reinstatement Terms and Conditions*.
- E. Sign the last page using your Full Name.
- F. Return all pages of the signed *Teradata Certified Professional Program Reinstatement Terms and Conditions* within 30 days of the Notification Date. Scan and email all pages to certification.teradata@teradata.com. After 30 days, you must contact TCPP to request an updated *Teradata Certified Professional Program Reinstatement Terms and Conditions* document.
- G. Save a completed copy of this document for your records.

Specific Reinstatement Terms and Conditions:

I, ______, hereby agree to adhere to the *Teradata Certified Professional* (print Full Name here)

Program Reinstatement Terms and Conditions:

 I agree to strictly adhere to all TCPP Security Policies, including all future updates to such policies. I understand that I may not receive a notice of change to such policies and agree that it is my responsibility to locate, read and understand those policies on the TCPP website as they may be updated from time to time. These policies include, but are not limited to, the prohibition against the unauthorized use or distribution of exam materials.

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- 2. I agree to strictly adhere to each TCPP Candidate Agreement I accept. I agree that it is my responsibility to read and understand the applicable TCPP Candidate Agreement prior to each TCPP exam I take.
- 3. I agree to strictly adhere to the Test Center Regulations presented at the test center for each TCPP exam I take. I agree that it is my responsibility to locate, read and understand the test center policies prior to each TCPP exam I take.
- 4. I understand that my reinstatement to the TCPP is considered "Probationary" for the highest certification track available at the time I reinstate. Candidates on probation will have future exam results evaluated and are subject to the provisions below. For the Teradata Certification Track in which you are reinstated, you may only take core exams. You may not take eligibility-based bridge or upgrade exams.
- 5. No exams from the track in which you were banned may ever be taken.
- 6. There may be other exams available and/or other privileges offered by TCPP to candidates in good standing which may be unavailable to candidates on Probationary status.
- 7. Provision for future Candidate Agreements:
 - a. Please note that for purposes of future Candidate Agreements only, you may treat the Anomaly Resulting in Ban as not having occurred. Therefore, you may represent in future Candidate Agreements that "I have not violated any prior Teradata Certified Professional Program Candidate Agreements", unless of course you have violated a prior Candidate Agreement in some other way than the Anomaly Resulting in Ban.
 - b. For the purpose of your standing with the TCPP as it pertains to the TCPP Security Policy, the Anomaly Resulting in Ban will remain on your candidate record indefinitely/permanently.
- 8. My current contact information is provided below. I agree to keep my contact information current in the Teradata Certification Tracking System (<u>https://www.certmetrics.com/teradata/login.aspx</u>):
 - a. Full Name:
 - b. Email address: _____
 - c. Correspondence (mailing) address:

9. Disclaimer, Limitations of Liability. TERADATA MAKES, AND YOU RECEIVE, NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT. TERADATA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY FOR MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL TERADATA BE LIABLE FOR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF REVENUE) ARISING OUT OF THIS AGREEMENT OR INCURRED BY YOU, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF TERADATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TERADATA'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO TERADATA UNDER THIS AGREEMENT. THIS SECTION REPRESENTS YOUR EXCLUSIVE REMEDY AND TERADATA'S ENTIRE LIABILITY UNDER THIS AGREEMENT.

- 10. Dispute Resolution. The parties will attempt in good faith to resolve any controversy or claim by negotiation or mediation. If they are unable to do so, and regardless of the causes of action alleged, the claim will be resolved by arbitration before a sole arbitrator in Dayton, Ohio pursuant to the then-current Commercial Rules of the American Arbitration Association and the federal substantive and procedural law of arbitration. The substantive law of the State of New York will govern this Agreement. The arbitrator's award will be final and binding, and may be entered in any court having jurisdiction thereof. The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in this Agreement. Each party will bear its own attorneys' fees and costs related to the arbitration. Any claim or action must be brought within two years after the cause of action accrues.
- 11. Miscellaneous Provisions. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. No rights or obligations other than those expressly recited herein are implied by this Agreement. This Agreement may not be modified or waived except in writing signed by both parties. You may not assign this Agreement or your rights or delegate your obligations under this Agreement. 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.

I understand any violation of these *Teradata Certified Professional Program Reinstatement Terms and Conditions* may result in a permanent ban from the Teradata Certified Professional Program.

Signed,

Print Full Name:
Signature:
Date:
Representing: SELF