

Meridian Certified Prolog User Program Application



1. Fill out the Certified Prolog User Program registration form (below)
2. Read the program agreement at the end of this document.
3. Fax the completed form to: Attention Education Team at 916-294-2359.
4. Meridian Systems will provide you with a package describing the requirements for the Certified Prolog User Program and study materials to assist you with preparing for the required exams. The package includes:
 - ✓ Suggested Classroom Courses or Study Materials
 - ✓ Product Knowledge Pre-Test
 - ✓ Login instructions to Meridian University for taking the written exam
5. Complete the written exam using Meridian University. Meridian will contact you within two weeks of you completing your Product Knowledge Test to review your answers and schedule your Final Certification Exam.
6. Complete the Final Certification Exam. Within one to two weeks of completing the Final Certification Exam, Meridian Systems will notify you of your results. If you pass, Meridian Systems will mail to you a welcome package which includes your Certified Prolog User plaque and Meridian Systems Certified Prolog User logos for your use. If you fail, you will be given options to re-take the test a second time.

Name:			
Company:			
Mailing Address:			
City:	State/Prov:	Country:	Zip/PC:
Email:			
Phone:		Fax:	

Certification Program
<input type="checkbox"/> Prolog Manager – Version 7 Fee*: \$700

*Fees associated with re-testing or suggested Meridian Systems training courses are not included.

PAYMENT TERMS: Registration form must include check in full amount or valid credit card for processing. Make checks payable to **Meridian Systems**. All amounts are in US Dollars. Full payment is required before the Certified Prolog User Program Package will be sent. Your Certified Prolog User Program package will be shipped 2-3 weeks after completed registration is received.

Check No.	Amount:
Please charge my <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> American Express	
Card Number	Exp. Date
Card Holder Name	

I HAVE READ AND AGREE WITH THE CERTIFIED PROLOG USER PROGRAM AGREEMENT

Signature _____ Date _____

I AGREE TO THE ABOVE TERMS AND CONDITIONS

Signature _____ Date _____

For Credit Card payment, please fax to 916-294-2359, Attn: Education Team.
For check payment, mail completed registration form with full payment to:
Meridian Systems, ATTN: Education Team, 1180 Iron Point Road, Suite 300, Folsom, CA 95630

Meridian Certified Prolog User Program Agreement

PLEASE CAREFULLY READ THE FOLLOWING TERMS UNDER WHICH MERIDIAN SYSTEMS GRANTS PROFESSIONAL CERTIFICATION TO YOU. MERIDIAN SYSTEMS PROVIDES THIS CERTIFICATION TO YOU ONLY IF YOU ACCEPT THE TERMS OF THIS AGREEMENT.

This Agreement includes Part 1 – General Terms and Part 2 – Country-unique Terms and is the complete agreement regarding the use of this certification, and replaces any prior oral or written communications between you and Meridian Systems. The terms of Part 2 may replace or modify those of Part 1.

Part 1 – General Terms

<p>Term and Termination Certification remains in effect until this Agreement is terminated. Either of us may terminate this Agreement or your certification, 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 us, we may terminate this Agreement at any time, on written notice. Our only obligation is to provide the notice called for in this section and we are not liable for any claims or losses if we do so.</p> <p>Trademarks The welcome package provides you with advertising guidelines for our logos, trade and service marks, trade names, emblems and titles (collectively called "Trademarks") and contains the certification titles Meridian Systems authorizes you to use. You may also use the emblem associated with that title. You may use the Trademarks only as described in the guidelines and only in association with the title Meridian Systems authorizes you to use. You agree, at Meridian Systems' request, to change or stop using any advertising or promotional material that misuses, as Meridian Systems determines, the Professional Certification Trademarks as stated in the guidelines. When this Agreement ends, you agree to promptly stop using Meridian Systems' Trademarks. If you do not, you agree to pay any expenses and fees that Meridian Systems incurs in getting you to stop. You agree that any goodwill attaching to Meridian Systems' Trademarks as a result of your use of them belongs to Meridian Systems. You agree not to register or use any mark that is confusingly similar to any of Meridian Systems' Trademarks.</p> <p>Business Conduct You agree to conduct your business in a way that does not adversely affect Meridian Systems' reputation or goodwill. Meridian Systems may, at its sole discretion, determine whether your services meet Meridian Systems' standards</p> <p>Meridian Systems' Liability MERIDIAN SYSTEMS IS NOT LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF Meridian Systems IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.</p>	<p>Your liability In addition to damages for which you are liable under law and the terms of this Agreement, you will indemnify us for claims by others made against us (particularly regarding statements, representations, or warranties not authorized by us) arising out of your conduct under this Agreement or as a result of your relations with anyone else.</p> <p>Agreement Modification In order to maintain flexibility in our relationship, Meridian Systems may change this Agreement upon written notice to you. However, these changes are not retroactive. They apply as of the effective date Meridian Systems specifies in the notice. Any other changes must be in writing and signed by both you and Meridian Systems.</p> <p>General Provisions Each of us agrees that:</p> <ul style="list-style-type: none"> ✓ You are an independent contractor. Neither of us is a legal representative of the other. ✓ Any terms of this Agreement, which by their nature extend beyond the date this Agreement ends, remain in effect until fulfilled. ✓ We will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations. ✓ Failure by either of us to insist on strict performance or to exercise a right when entitled, does not prevent either of us from doing so at a later time, either in relation to that default or any subsequent one. <p>You agree:</p> <ul style="list-style-type: none"> ✓ That certification does not ensure that you will qualify for any particular employment. ✓ 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. ✓ Not to assign, or otherwise transfer, this Agreement or your rights or obligations under this Agreement, without our prior written consent. Any attempt to do so is void. ✓ This Agreement is governed by the laws of the state of California. This Agreement is the complete agreement between us regarding this transaction, and replaces all prior oral and written agreements relating to the transaction.
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Part 2 – Country-unique Terms

<p>ASIA PACIFIC JAPAN Governing Law <i>Add the following after the first paragraph in this Section:</i> Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.</p>	<p>EMEA GERMANY Limitation of Liability <i>The following paragraph is added to this Section:</i> The limitation and exclusions specified in the Agreement will not apply to damages caused by Meridian Systems with fraud or gross negligence, and for express warranty.</p>	<p>ITALY Limitation of Liability <i>This Section is replaced by the following:</i> Unless otherwise provided by mandatory law, Meridian Systems is not liable for any damages which might arise.</p>
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