

Certification Registration Form

Meridian Education

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

Certification Programs (please check one)	Fee
<input type="checkbox"/> Prolog	\$700
<input type="checkbox"/> Proliance	\$700

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.

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	
Billing Address	

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 916-294-2355, Attn: Sales.
For check payment, mail completed registration form with full payment to:
Meridian Systems
ATTN: Sales
1720 Prairie City Road, Suite 120
Folsom, CA 95630

Certification Program Policy

Meridian Education

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, Part 2 – Legal Terms and Part 3 – 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 3 may replace or modify those of Part 2.

Part 1 – General Terms

<p>Payment Terms</p> <ul style="list-style-type: none">• Full payment is required before the certification access will be set up. Your program access will be set up 2-3 days after completed registration is received.• The certification fee covers the examination, assessment, and, for successful candidates, the certificate and the logo.• Fees associated with re-testing or suggested Meridian Systems training courses are not included.• No refunds are provided for incomplete or failed exams. <p>Certification Content</p> <ul style="list-style-type: none">• Certification content is release-dependent, that is to say, certificates are valid in respect of a particular software version.• Meridian Systems reserves the right to limit the validity period of a release-dependent certificate. The validity of a certificate expires not later than the date at which Meridian Systems ends support of the release in question.• Meridian Systems will define at Meridian Systems discretion the releases for which examinations will be offered and their validity in time.• Meridian Systems may offer a delta-certification test to upgrade an existing certificate for a particular release to a subsequent software release. Delta-certification test candidates must hold the certificate for the current release. Possession of the certificate for a back-level release does not entitle a candidate to admission to a delta-certification test. Meridian Systems reserves the right to include in delta-certification tests topics of general knowledge and importance as well as topics specific to the new release. <p>Examination Rules</p> <ul style="list-style-type: none">• All exams are open-book, self-paced and accessible online.• The deadline to complete is 90 days from receiving the registration confirmation.• Candidates must follow the proctor's instructions.• The examination questions and tasks are protected by copyright and must not be written down, copied, photographed or otherwise reproduced in whole or in part or made available to others in any form.• If a candidate disturbs the examination or breaks any examination rule, that candidate will be excluded from the examination immediately.	<p>Assessment and Results</p> <ul style="list-style-type: none">• The multiple choice exams are evaluated automatically in accordance with general rules defined by Meridian Systems. Hands-on case studies results are evaluated by a proctor at a scheduled time and feedback is provided to the candidates via e-mail.• Candidates are informed of their result by receiving a score report if successfully passing their certificate, or other feedback.• Successful candidates receive a unique certificate and logo.• Meridian Systems will hold the results of the examination in a database in order to be able to ascertain, if necessary, what certification a candidate holds and whether a candidate can be admitted to other examinations. Meridian Systems may also use the data held to provide targeted information to certified candidates and to enable candidates to retrieve specific information. <p>Retake Policy</p> <ul style="list-style-type: none">• Unsuccessful candidates may retake the same examination up to 3 times within the original 90 days deadline. If the results are still not satisfactory after the retakes, the candidates learning path will be re-evaluated and additional training opportunities will be suggested.• Successful candidates are not permitted to retake the same examination.• The retake possibility is dependent on the availability of the exam to be retaken. Retake candidates may have to attempt the examination for a later release.• Candidates pay a fee for all retakes.• Candidates violating the Meridian Systems retake policy may be subject to any appropriate action, including legal remedies, that Meridian Systems deems necessary or appropriate to enforce Meridian Systems retake policy. <p>Infringements of the Examination Rules</p> <ul style="list-style-type: none">• In the event of a serious infringement of the examination rules, all certificates that have been awarded to the candidate will be revoked and the candidate will be excluded from further examinations. The candidate will be requested to return all certificates to Meridian Systems without delay.• In the event of a minor infringement of the examination rules, the exam of the candidate concerned will be documented as a "fail" but the candidate may retake in accordance with the Meridian Systems retake policy.• Infringement of copyright and other unlawful harm to Meridian Systems will be treated as a serious infringement of the examination rules and will result in the actions indicated above. Meridian Systems will use proper judgment and fairness in deciding whether an infringement is serious or minor. The candidate concerned will receive written notification of the actions with justification of this action.
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Part 2 –Legal Terms

<p>Term and Termination Certification remains in effect until this Agreement is terminated. Either party 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 to cease your usage. You agree that any goodwill attached 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 other parties.</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 party agrees that:</p> <ul style="list-style-type: none"> ✓ You are an independent contractor. Neither party 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. ✓ Each will allow the other party a reasonable opportunity to comply before claiming that the other has not met its obligations. ✓ Failure by either party to insist on strict performance or to exercise a right when entitled, does not prevent either party 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 parties 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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