



Training and Certification

Terms and Conditions

The terms and conditions detailed herein together with the NI Standard Terms and Conditions of Sale available at ni.com/legal incorporated by reference in its entirety (“Agreement”), apply to your (“Customer”, “You,” and “Your”) purchase from NI of any of the Training and Certification Services described in this document (“Services”). NI means the National Instruments Affiliate identified on the quote, order acknowledgement, or invoice, or in the absence of an identified National Instruments Affiliate, National Instruments Corporation (a Delaware Corporation with headquarters at 11500 North Mopac Expressway, Austin, Texas 78759, USA). Customer agrees to be bound by the terms of this Agreement upon acceptance of the Services at the latest. In the event of a conflict of terms between this Agreement and the NI Standard Terms and Conditions of Sale, the terms of this Agreement will prevail. NI expressly objects to and rejects, and Customer expressly waives, any terms and conditions in Customer’s purchase order or other similar document.

1. Scope of Services

The Services covered herein are of standard nature and are related to the standard, off-the-shelf products and services of NI. No customized Services are covered herein.

1.1. Training Services

Training Services available under this Agreement are listed at ni.com/courses (“Training Services”).

1.2. Certification Services

Certification Services available under this Agreement are listed at ni.com/certification-exams (“Certification Services”).

2. Obtaining Services

2.1. Purchasing Options

The Services under this Agreement are orderable via email, fax, telephone, and on the web and can be purchased by using the following options:

2.1.1. Ordering from NI

Services can be purchased individually (upon NI’s quotation) from NI by placing orders.

2.1.2. Education Service Credits

Services can be purchased through Education Service Credits for later use (“Education Service Credits”).

Education Service Credits must be redeemed for Services within one (1) year of their purchase. If unused after one (1) year, Education Service Credits cannot be converted back to money and will be lost. The number of Education Service Credits needed for purchasing any particular Training and Certification Service is specified at ni.com/training. For more information on the Education Service Credits, please consult ni.com/buy-training-credits.

If you still own legacy training credits, those can be redeemed based on the information detailed at ni.com/training-credits.

2.1.3. Membership Program

Training and Certification Services may be redeemable through the NI Training and Certification Membership Program (“Membership Program”). The Membership Program enables one (1) individual identified by Customer

at the beginning of the Program to receive the associated Services and is not transferable. In case the identified individual leaves Customer, Customer will keep the ownership of the Membership and may identify another individual, who, during the remainder of the Membership Program, may redeem the Services entitlements associated with the Membership program. The NI Training and Certification Membership is not eligible to any Academic Discount or Integration Partner Discount. For more information on the Membership Program, please consult ni.com/buy-training-membership.

2.1.4. Service Contract

Services may be provided by NI based on Customer's separate service contract with NI, such as an Enterprise Agreement. In case of a conflict between such contract and this Agreement, the separate services contract shall prevail.

2.2. Timeframe

The Services will be provided according to the timing specified during the process of ordering the Services.

3. Training Services Details

3.1. Training Types

NI offers the following types of Training Services.

3.1.1. Public Classroom Training ("Public Classroom Training")

NI provides training open to the public (previous registration on NI's calendar), led by an instructor at the premises of the NI local Affiliate or another location arranged by NI.

3.1.2. Private Classroom Training ("Private Classroom Training")

NI provides the training led by an instructor at the Customer's facilities or at any other location designated by Customer, at the expense of Customer.

3.1.3. Public Virtual Training ("Public Virtual Training")

NI provides training open to the public (previous registration on NI's calendar), led by an instructor in a live virtual environment over the Internet.

3.1.4 Private Virtual Training ("Private Virtual Training")

NI provides training hosted for a specific group of users at an account, led by an instructor in a live virtual environment over the Internet.

3.1.4. On-Demand Training ("On-Demand Training")

Interactive multimedia training modules for self-paced learning.

3.2. Reschedule and Cancellation

3.2.1. Reschedule and Cancellation by Customer

If you cancel at least ten (10) business days prior to the scheduled Training Services, you will receive a full refund. For a Public Classroom, Private Classroom, Public Virtual or Private Virtual Training Service cancelled within ten (10) business days of the course start date, NI will charge a cancellation fee in the amount of 50 % of the applicable list price or number of applicable Education Service Credits per student.

If you do not attend your class on the first day, and have not previously notified NI, you will be charged a fee in the amount of 50 % of the applicable price or number of applicable Education Service Credits per student.

Training Membership enrolments for a Public Classroom, Private Classroom, Public Virtual or Private Virtual Training Service cancelled or rescheduled within ten (10) business days of the course start date, NI will charge a cancellation or reschedule fee in the amount of 50% of the applicable list price per course.

3.2.2. Reschedule and Cancellation by NI

NI reserves the right to cancel any scheduled Training Services. You will be given the option to receive the Training Services at a different date or receive a full refund. The liability of NI is limited to the course fee only; NI is not liable for airfare, lodging, or any other expenses.

4. Certification Services Details

4.1. General

The goal of the Certification Services is to ensure that the Customer or the member of the Customer's personnel using the Certification Services ("Candidate") is equipped to provide comprehensive solutions for business and industry. To obtain certification, the Candidate must successfully complete an examination. The examination is a comprehensive evaluation of the Candidate's understanding of programming concepts, programming style, advanced programming topics, and applied use of their knowledge to implement programs.

The certification may be subject to fulfillment of prerequisites, as specified by NI.

The certification is valid for the period stated on the respective certificate. This period varies by certification type: Associate Developer (Certified LabVIEW Associate Developer) – two (2) years, Developer (Certified LabVIEW Developer, Certified CVI Developer, Certified TestStand Developer) – three (3) years, Architect (Certified LabVIEW Architect, Certified TestStand Architect) – four (4) years and Specialty (Certified LabVIEW Embedded Systems Developer) – five (5) years.

4.2. Requirements for Maintaining Certification Status

- (i) **Currency:** Continued certification requires that the certification holder maintains a level of proficiency commensurate with the expectations of NI. All certified Customers must maintain proficiency in the most recent version of the software in which they are certified (e.g. LabVIEW). Maintaining an active certification status requires successful completion of a recertification examination before the corresponding expiration date. NI will attempt to contact each certification holder, using the email address provided by the user, within a reasonable timeframe to complete the recertification requirements. Failure to complete recertification in the timeframe provided will result in revocation of that individual's certification status.
- (ii) **Revocation:** NI reserves the right to revoke at any time the certification credentials of an individual for any reason.
- (iii) **Certification Records:** National Instruments maintains a record of all certifications attained by individuals through a Certification Service. A copy of your records may be obtained by contacting the Customer Education department at certification@ni.com.

4.3. Recertification

To keep certifications current, the certified individual should advance to take the next higher certification level or recertify at the current level. Lack of recertification will result in suspended status, involving removal of the individual's name from the list of certified professionals on ni.com and not being allowed to take the exam for the next level of certification without first recertifying at the current level.

After one year in the suspended status, the certification becomes inactive. In this status, Architects will need to begin their recertification process with the Developer practical exam and Developers will need to begin their recertification process with the Associate Developer exam.

Certified professionals can recertify and maintain their certification status by participating and completing approved activities that earn and accumulate points redeemable towards recertification. For additional information on recertifying with points, please contact your NI representative.

4.4. Examination, Reschedule and Cancellation Rights

The examination rules are in NI's discretion and can be changed by NI. Customer can cancel at least twenty four (24) hours prior to the scheduled Certification exam start time, Customer will receive a full refund or applicable Education Services Credits per student. In case of an unsuccessful examination, the fees paid by the Customer or Education Services Credits are not refundable and no compensation will be paid for costs incurred. Exam registrations using NI Training Membership not timely canceled or rescheduled, as set above, will be invoiced the full list price of the exam.

4.5. Authorization

When all certification conditions are satisfied, NI authorizes you to use the certification title sought (e.g. "Certified LabVIEW Developer").

4.6. Examination Submissions

All virtual instruments (VIs) submitted for the certification evaluation may be used for instructional or educational purposes by NI. You agree that any solution submitted to NI for certification purposes may be used free of any restrictions or fees by NI. All programs submitted for certification examinations must be original work created for the express purpose of the certification exam. Pre-developed or copyrighted exam submissions are not allowed and will be cause for permanent exclusion from the certification program.

4.7. Logos

NI makes available certification logos to individuals who become certified ("Logos"). These Logos are intended for individual use on common business collateral such as business cards, resumes, and personal business web sites. You are prohibited from using the certification logos in a manner that suggests that your company itself is certified. All usage of such Logos must be in clear reference to the certified individual and shall not suggest any degree of certification beyond that single person. Proper reference is made by naming the individual and then stating their particular certification in such a way that the certification is clearly limited to that individual. Companies are permitted to state that they have a specific number of certified persons on staff. You shall not alter the Logos in any way beyond scaling them to fit a particular area. You acknowledge NI's ownership of any Logos and agree to make no use thereof except as may be expressly permitted by this Agreement. You shall be bound by NI's further instructions regarding the usage of the Logos.

5. Customer Responsibilities

5.1. Cooperate with NI in the Provision of the Services

Customer agrees to cooperate with and follow the instructions given by any proctor, instructor, or any other NI personnel for the provision of the Services.

5.2. Technical Data

Customer represents and warrants that the Services do not require the disclosure by Customer to NI of any sensitive or export controlled technology or technical data identified on any U.S. export control list and or other applicable export control lists, including but not limited to the U.S. International Traffic in Arms Regulations, U.S. Export Administration Regulations, and so forth. Customer is responsible for notifying NI and receiving confirmation in writing by NI to agree to receive such data prior to sending it. NI DOES NOT ACCEPT SENSITIVE OR EXPORT CONTROLLED INFORMATION WITHOUT PRIOR CONFIRMATION IN WRITING BY NI. CUSTOMER SHALL INDEMNIFY AND HOLD NI HARMLESS FOR ALL CLAIMS, DEMANDS, DAMAGES, COSTS, FINES, PENALTIES,

ATTORNEY'S FEES, AND ALL OTHER EXPENSES ARISING FROM CUSTOMER'S FAILURE TO COMPLY WITH THIS CLAUSE.

5.3. Confidentiality

NI may disclose information to you that NI considers to be confidential and proprietary ("Confidential Information"). You shall protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorized use, disclosure and publication of the Confidential Information as you use to protect your own Confidential Information of a like nature, but in no event less than a reasonable degree of care.

If a separate, written nondisclosure agreement ("NDA") exists between NI and Customer that is applicable to the Services, that NDA will control and will apply according to its terms and conditions to all Confidential Information the Parties exchange with each other.

5.4. Restrictions for Engineering Services

Customer may not utilize engineering services for the performance of "defense services" as defined by International Traffic In Arms Regulations 22 CFR 120.9. NI will only perform services based on its understanding and condition that the goods or services (i) are not for the use in the production or development of any item produced, purchased, or ordered by any entity with a footnote 1 designation in the license requirement column of Supplement No. 4 to Part 744, U.S. Export Administration Regulations and (ii) such a company is not a party to the transaction.

6. Payment Terms

Payment is due as specified on NI's quotation. If Customer is approved for credit, payment shall be due within the number of days from the date of invoice stated in the quotation. Payment shall be in the currency listed on the NI invoice. Prices exclude, and Customer is responsible for, any sales, use, service, value added, and like taxes arising from the purchase of Services. In addition, in case the payment, in whole or in part, does not occur within the agreed term, NI reserves the right to suspend deliveries or services in relation to all contracts in force with the given Customer until the date on which the balance is fully paid.

7. Privacy Policy

NI uses the following guidelines to protect your personal information NI may collect in connection with the Services: <http://www.ni.com/legal/privacy/unitedstates/us/>

8. Warranty

NI warrants that the Services will be performed in a good and workmanlike manner. Unless agreed otherwise, NI makes no other express or implied warranties with respect to the Services, including but not limited to (a) any warranty concerning the results to be obtained from the Services or the results of any recommendation NI may make, including without limitation any implied warranties concerning the performance, merchantability, suitability, non-infringement or fitness for a particular purpose of any of the deliverables or of any system that may result from the implementation of any recommendation NI may provide. In order to receive warranty remedies, deficiencies in the Services must be reported to NI in writing within thirty (30) days of completion of the Services. If NI receives notice of a defect or non-conformance during the above-mentioned period, NI will, in its discretion:

- (i) Re-perform the affected Services; or
- (ii) Refund the fees paid for the affected Services.

For the avoidance of doubt, in case of a Membership Program, NI's obligation will be limited to re-performing or refunding the particular Service(s), not the entire Membership Program.

9. Limitation of Liability

NI WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF NI, ITS EMPLOYEES OR AGENTS, ARISING FROM THESE TERMS WHETHER BY CONTRACT OR TORT EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID NI FOR THE SERVICES.

10. Ownership of Intellectual Property Rights Incorporated into Materials

Ownership of all copyright and other intellectual property rights in any materials provided by NI to you in course of providing the Services, including any documentation, data, technical information and know-how (collectively "Materials") remains vested in NI or the respective owner of the Materials. All such information shall be held in confidence and may not be disclosed or copied to third parties, without the express written permission of NI provided by an authorized representative of NI. No content in whole or in part of the Materials may be copied, reproduced, uploaded, posted, displayed, linked to or made available to third parties in any way without the prior written permission of NI or the respective owner. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of the owner of such materials.

11. Security

For any Services to be performed on Customer's site, Customer agrees to provide NI with or arrange reasonable access to applicable documents, tools, equipment, facilities and systems of Customer for NI to provide Services, provide a safe work environment for NI personnel, promptly inform NI of any safety hazards of which Customer becomes aware that may impact NI personnel, and notify NI of any onsite policies that may be applicable to NI while performing such Services. NI will communicate to Customer its ability to comply with such policies as well as the potential impact on the scope and price of the Services involved. Customer further agrees to exercise utmost care and diligence and develop an effective security program to maintain the site in good and safe conditions at all times, in order to prevent any injuries, deaths to NI personnel who work at the site of Customer and to prevent damages and losses to all products delivered by NI that are stored at the site of Customer arising from or as a result of any theft, arson, vandalism, or any other malicious activities of any third party.

12. Miscellaneous

This Agreement, the NI Standard Terms and Conditions of Sale and any terms referenced or incorporated herein, constitutes the entire agreement as to the subject matter herein and supersedes all prior or contemporaneous communications or understandings, whether oral or written, between the parties. If any part, term, or provision of this Agreement is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Agreement shall not be affected. In such event, the parties agree to make a good faith attempt to formulate with one another a lawful and enforceable provision to replace the offending provision that, to the extent practicable, accomplishes the intent and objectives of the offending provision.

13. Changes

NI reserves the right to change the terms of this Agreement without any notification to the Customer, and Customer is bound to accept such changes, when effective. When becoming aware of any change of this Agreement, Customer has the right to raise its concerns to NI in writing within ten (10) business days from the date of such actual or presumed awareness. If no notices are received, it will be deemed that Customer has accepted all such changes without any reservation. However, all Services purchased by the Customer before such changes will be governed by the terms of the Agreement effective at the time of purchase.