

## **LenelS2 OnGuard EMEA Training and Certification**

### **Terms and Conditions**

Operated by Honeywell B.V. (“hereinafter referred to as “Honeywell”)

Class schedules are posted and maintained on the website: [https://training.lenels2.com/onguard\\_calendar](https://training.lenels2.com/onguard_calendar). Custom or onsite classes can be arranged subject to availability. The following terms and conditions apply.

#### **1. System user non-certification training**

1.1. System user classes are for OnGuard, NetBox, Elements and UltraView (“Product”) administrators and their operators. All training must be purchased via the Value-Added Reseller (VAR) of record for the system user.

1.2. System user classes do not qualify the participant for certification. An attendance certificate is issued if appropriate.

#### **2. VAR and system user certification training**

##### **2.1. Availability**

2.1.1. VAR participation requires an active VAR agreement.

2.1.2. System user participation requires in addition to enrolment via an eligible VAR, an active End User License Agreement (EULA) and an active Software Upgrade and Support Plan (SUSP).

2.1.3. Any other party not covered by 2.1.1 or 2.1.2 will be required to sign an appropriate non-disclosure agreement and meet other conditions.

##### **2.2. Certification conditions**

2.2.1. The VAR certification benefit of technical support is available to successfully certified participants; who are employed by, or act on behalf of the VAR of record for the system user. The system user must hold an active Software Update and Support Plan (SUSP).

2.2.2. OnGuard system user certification software technical support benefits are available to users that hold a Direct Support Contract only (SUSP is insufficient).

2.2.3. At least a 90% class attendance is required to qualify for a certification attempt. Honeywell reserve the right to withhold certification for incomplete class attendance.

2.2.4. Certification is awarded for successful completion of a post-class exam. The exam must be passed within 30 days of issue, to qualify for certification recognition. Exams completed after 30 days, are not accepted and certification cannot be awarded.

2.2.5. Three exam attempts are permitted. If all three attempts result in failure, then an application to repeat training and certification attempts will be considered but is not guaranteed. All training fees apply.

2.2.6. Tiered certification must be achieved in sequence; 'Associate' (via 'OnGuard Fundamentals'), 'Professional' and 'Expert', in each discipline (track) and each product. However, it is not necessary to complete the exam for a prerequisite class before attending the next in sequence. Although each prerequisite certification exam must be passed before the highest certification is granted.

### 2.3. Maintaining certification

2.3.1. For continued certification benefits a VAR and system user must maintain their certification by attending free online update classes.

2.3.1.1. A VAR certified person has 120 days following a product release to complete online update classes. If a VAR certified person does not perform the required update, their certification becomes suspended and technical support may be denied.

2.3.1.2. A system user must update their certification to the version of OnGuard deployed at their site. A one-time exception for technical support with lapsed certification is permitted. Systems older than the published support criteria are not eligible for support other than advise or upgrade assistance.

2.3.2. Certification will be cancelled after two years from date of issue, if not maintained in line with the current release of OnGuard by the certification holder.

2.3.3. To bring certification up to date, every release knowledge update class must be attended to span the gap between the certification version held (in a suspended state) and the current product version.

2.3.4. Updates for the versions of OnGuard supported by LenelS2 Technical Support Group are available. Cancelled certification will require attending certification classes again to gain new certification and fees apply.

2.3.5. Commercial releases of new OnGuard versions are announced and advertised at <https://buildings.honeywell.com/>

2.3.6. Honeywell reserve the right to check the knowledge of a participant annually, in the form of an exam or assignment.

## 2.4. Transferring certification

2.4.1. Within two years of Certification being awarded to a VAR it cannot be transferred to another VAR or system user without attracting transfer fees of the current value of the certification held. (Please refer to the 'VAR Investment Protection Program' if applicable.)

2.4.2. If certification is awarded to a system user participant, it cannot be transferred to another VAR or system user.

2.4.3 Certification earned as an employee of Honeywell is non-transferable without attracting transfer fees of the current value of the certification held.

## 2.5. Certification cancellation

2.5.1. If a VAR agreement is cancelled by either party, any certification held is suspended.

2.5.2. Non-payment of training invoices may result in a credit stop being applied to the account and lead to the suspension of awarded certification.

2.5.3. Certification is automatically cancelled after two years of lapsed certification. (See maintaining certification above.)

2.5.4. If certification is misrepresented or misused, it may be cancelled by Honeywell.

2.5.5. Under special exceptions an unsigned potential new VAR participant may attend training before the VAR agreement has been completed by both parties, subject to conclusion of a non-disclosure agreement. In this case, certification can be held pending completion of the VAR agreement. If the VAR agreement is not completed within six months, certification is forfeit.

## 3. VAR Investment Protection Program

3.1. If during the two years following initial OnGuard Associate certification, the participant leaves a VAR and moves to another VAR, the participant's new VAR must pay for certification to be transferred; the original VAR can then apply for compensation via free certification for one individual to the same level. The participant from the original VAR can aim for the same level of certification via class(es) and exam(s) within twelve months.

3.2. If requested the original VAR is provided with access to standard classes only, either in-person classroom training or virtual online training.

3.3. Where the participants new VAR decides to only acquire part of the available certification the same part is made available under this scheme to the original VAR.

3.4. Starting at the date of initial VAR employee certification, all training and certification this individual achieves in Product certification training is protected as stated in articles 3.1 to 3.3 for two years. Additional certification achieved after two years has lapsed is not protected.

3.5. Regional classes (with SKU ending in -REG), custom or private classes or discounted training attendance are excluded from the VAR Investment protection Program.

3.6. There is no cash value to this program.

3.7. The Investment Protection Program is for VARs only.

3.8. Participants that are enrolled as VAR subcontractors are specifically excluded from the VAR Investment protection Program.

3.9. Where certification is not achieved, this training investment is not protected by the VAR Investment protection Program.

#### **4. Personal data provided to and retained by Honeywell**

4.1. The following information is required for enrolment into training classes and the management of participant certification; name, job title, email address, telephone number, business name and business address. The processing of your personal data shall comply with the General Data Protection Regulation and applicable privacy laws. Participants can always review, correct, or ask to delete the personal information held. Please email: [training.registration@honeywell.com](mailto:training.registration@honeywell.com)

4.2. The information held may be used for direct communication regarding class attendance and related notifications.

4.3. This information may be passed to the Denied Party Screening (DPS) process provider, see 6.14 below.

4.4. Personal data and associated records will be deleted by Honeywell if 2.3.2 above applies or on written request from the participant or their employer.

4.5. The information held will not be used for any other purpose.

#### **5. Proprietary Information**

5.1. The participant shall regard and preserve as confidential all Proprietary Information, whether revealed to or learned by the participant from any source as a result of training. For the purpose of this clause, "Proprietary Information" shall mean any and all information in relation Honeywell business, including but not limited to any customer list, pricing, methods, technical information, know-how, patents, trademarks, processes, programs,

practices, or other material or data conceived, designed, created, developed, used, assembled or manufactured by Honeywell, whether included in the training materials made available to participants as part of the training or otherwise communicated, disseminated or disclosed to the participant.

5.2. Except to the extent that it is absolutely necessary and essential to the process of training, the participant shall not disclose nor disseminate, nor permit to be disclosed or disseminated any Proprietary Information.

5.3. The entire right, title, and interest, including copyright, in all original works of authorship and in any tangible medium of expression created by Honeywell and used, applied, or communicated in the course of the training hereunder, remains vested in Honeywell. Nothing in this Agreement can be construed or interpreted as granting any license to VAR, system user or participant, except for a limited, non-exclusive, and non-transferrable license of use for the sole purpose of the training.

## **6. General**

6.1. This document or the fact that the trainings as stated herein are provided are not intended and cannot be interpreted to create a direct or indirect contractual relationship between Honeywell and the participants of such trainings or the relevant system user. To the extent Honeywell interacts with the system user or training participants, it does so as part of its support to the VAR as per the terms and conditions of the relevant VAR agreement and therefore acting on behalf and for the account of the VAR. The latter shall be exclusively liable vis-à-vis its customers and system users for the training support as described herein.

6.2. The training is performed on an “as is” basis in relation to the proper usage, installation and/or commissioning of the Products. No warranty or representation is given by Honeywell as to the suitability for the actual and/or intended use by the participant, VAR or system user of any Products that may be made available for the sole purpose of the training. Likewise, to the fullest extent permitted by applicable laws, Honeywell disclaims its liability with regard to all and any training materials communicated to VAR, system user and/or participants as part of the training.

6.3. Training cancelled within ten business days prior to the training start date, will incur 100% of the class charge attributable and invoiced to the VAR.

6.4. Substitute participants cannot be accepted later than three business days before training starts.

6.5. No-shows will incur 100% of the class charge attributable and invoiced to the VAR.

6.6. Attendees who start a class, but choose not to complete, will incur 100% of the class charge attributable and invoiced to the VAR.

6.7. Once a VAR purchase order (PO) is provided for custom or onsite training it cannot be cancelled without incurring 100% of class charge.

6.8. Honeywell is not responsible for

6.8.1. any travel costs incurred by participants

6.8.2. internet or other communication requirements associated with accessing online classes

6.8.3. non-compliance by participants of recommended environmental conditions for attending online classes.

6.9. Class schedules are posted and maintained online: [https://training.lenels2.com/onguard\\_calendar](https://training.lenels2.com/onguard_calendar)

6.10. Class attendance can be requested (pending a PO) on the training pages of <https://buildings.honeywell.com/>, by a recognised VAR Training Administrator.

6.11. A place is reserved for a participant when they have booked online and provided a PO accepted by Honeywell.

6.12. For operational reasons, all scheduled classes are subject to postponement and cancellation at the discretion of Honeywell.

6.13. Honeywell is not liable for costs incurred by the participant prior to confirmation of class availability. Confirmation is normally issued ten business days before a class start date and may be via a separate email from the booking and PO acceptance email(s).

6.14. All training participants will be the subject of a mandated Denied Party Screening (DPS) process. Honeywell may cancel places without charge due to unfavourable DPS results.

6.15. Where complementary food is provided within the context of in-person classroom training, this is for subsistence only and is not intended to be a main meal of the day.

6.16. During in-person training sessions the participant is expected to clear their own workspace of any rubbish accumulated during the day.

6.17. When equipment is on loan from Honeywell to equip a temporary classroom provided by others for onsite in-person training, the liability of any loss or damage is with the VAR who placed the purchase order. Honeywell reserve the right to apply charges for missing equipment at the current market value.

6.18. To the maximum extent permitted by Law, Honeywell disclaims any and all liability for any action or inaction of participants and system users that may or may not result from training. Training certification does not constitute any guarantee or representation on behalf of Honeywell above and beyond the warranties as provided in Honeywell general terms and conditions of sale.

Honeywell reserves the right to review this information periodically, which may be subject to change without prior notice. Terms apply as communicated at the time of registration.

For further information or advice, please email: [training.registration@honeywell.com](mailto:training.registration@honeywell.com).