

REGISTERED EDUCATION PROVIDER (REP) AGREEMENT

THIS SCRUM ALLIANCE REGISTERED EDUCATION PROVIDER (REP) AGREEMENT (“Agreement”) is entered into by and between Scrum Alliance, Inc., a Colorado nonprofit corporation (the “Alliance,” “Scrum Alliance,” “We,” “Us,” or “Our”), and Applicant (“Applicant,” “You,” “Your,” or “Yourself”). This Agreement governs Your responsibilities, obligations, benefits and the terms under which the Scrum Alliance grants to You the right to promote Yourself as a Scrum Alliance REP® licensee and to perform the Permitted Activities for the Term (as defined below). By signing this Agreement, You indicate that You have read, accept and understand this Agreement, and that You agree to and intend to be legally bound by this Agreement. This Agreement will not be accepted by Scrum Alliance without the requisite signature from You.

1. DEFINITIONS.

1.1 Applicant or You means the Applicant company (i.e., a legal entity and contact person as designated in the Application), its instructors, trainers, agents, or representatives.

1.2 Application means the Scrum Alliance REP application, which can be located at www.scrumalliance.org.

1.3 Scrum Alliance REP means the designation or service mark used by an Applicant to designate itself as a Scrum Alliance Registered Education Provider, which mark Applicant is permitted to use upon Applicant’s successful completion of the Scrum Alliance Registered Education Provider review process, for so long as Applicant continues to satisfy Scrum Alliance’s requirements to maintain that designation.

1.4 Fee means any payments Applicant makes in consideration of the rights and licenses granted herein, as specified in the “Fee Information” section of the Scrum Alliance REP Application, and available at <http://www.scrumalliance.org>, both of which are incorporated herein by reference as set forth in Appendix A.

1.5 Mark(s) mean Scrum Alliance REP and the associated logos further described in Appendix B hereof, which list may be amended by Scrum Alliance, at its sole discretion, from time to time.

1.6 Permitted Activities means the authorized use of the Marks in Applicant’s publications, training materials, website, and in the instructional services Applicant may provide to third parties, as set forth in Appendix A. Applicant may provide to third parties, as Scrum Alliance may amend from time to time those activities that Scrum Alliance does not prohibit.

1.7 Scrum Alliance Sites means: (a) Scrum Alliance’s primary website (www.scrumalliance.org) and any other websites Scrum Alliance owns; and (b) websites with which Scrum Alliance has entered into partnerships for activities including, but not limited to, content sharing and marketing.

1.8 Scrum Education Unit or “SEU” means a measurement of credit ascribed to a course designed to assist Scrum practitioners in achieving new and/or renewing existing certifications.

1.9 Continuing Education Instructor means an individual approved by Scrum Alliance to teach continuing education courses that have been approved by Scrum Alliance and that allow a student to earn SEUs.

1.10 CSD Instructor means an individual approved by Scrum Alliance to teach courses that have been approved by Scrum Alliance leading to the attainment of the Certified Scrum Developer (“CSD”) Certification.

1.11 Scrum Alliance REP Handbook means the Registered Education Provider Handbook that is available and accessible on the Scrum Alliance Sites at < <https://www.scrumalliance.org/get-certified/trainers/rep-resources> >. Any owner, trainer, or administrator of a REP can download the REP Handbook at these locations.

2. ELIGIBILITY FOR SCRUM ALLIANCE REP.

2.1. Application. You must have submitted a complete Application, including all required Application fees, for approval by Scrum Alliance, before You will be granted any of the rights or benefits provided in this Agreement. Once Your Application has been approved by Scrum Alliance, You are not required to re-submit an Application with each subsequent renewal of this Agreement unless otherwise instructed by Scrum Alliance. All Scrum Alliance REP application requirements are located at www.scrumalliance.org/certifications/trainers/become-a-rep and are incorporated herein by reference.

2.2. Eligibility. Applicants eligible to become a Scrum Alliance REP licensee and to maintain the

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Scrum Alliance REP designation must be one of the following: (1) an individual having certification as a Certified Scrum Trainer (“CST”); (2) an individual who has been approved as a Continuing Education Instructor and/or CSD Instructor; or (3) an organization that is a legal business entity in good standing and has an affiliation with at least one CST, Continuing Education Instructor or CSD Instructor. An individual having CST certification may not submit more than one Application or execute more than one Agreement. In order to remain eligible to maintain the Scrum Alliance REP designation, (1) all Scrum Alliance REP application requirements must continue to be met, and (2) all obligations set out in this Agreement and, where applicable, on the Scrum Alliance Sites regarding courses, instructors, and Permitted Activities must be complied with.

3. OBLIGATIONS AS A SCRUM ALLIANCE REP

3.1 Permitted Courses and Submission to Scrum Alliance. To offer courses as a Scrum Alliance REP, You must first complete all Scrum Alliance REP application requirements and must be approved by Scrum Alliance as a Scrum Alliance REP. The only Scrum Alliance courses You may offer are those which You are certified to offer as an individual, or those which are taught by a certified CST, Continuing Education Instructor or CSD Instructor with whom you are affiliated.

3.2 Course Listings. As long as You are not in breach of this Agreement and have completed the application process instituted by Scrum Alliance, You must list Your approved courses on the Scrum Alliance Sites. Only courses approved by Scrum Alliance will be allowed to be listed on the Scrum Alliance Sites. You are required to get all courses approved by Us before posting such courses to the Scrum Alliance Sites or otherwise offering such courses. You may, at Your sole discretion, list each of Your approved courses on any other websites of Your choosing. If You choose to list any of Your approved courses on any websites other than the Scrum Alliance Sites, you are responsible for ensuring that the website correctly lists Your name, the name(s) of the individual(s) teaching the course, the confirmed course dates and the location for each course. If You cancel a course or otherwise change its dates or location, You must remove the course listing from, or update the course listing on, the Scrum Alliance Sites and any other websites on which it is listed. Scrum Alliance strongly discourages You from listing a course date without a bona fide intent to provide a course on such date and reserves the right to impose fees for excessive or unjustified cancellations.

3.3 Course Content.

3.3.1 Scrum Alliance may establish requirements (including, but not limited to, required topics, specific examples and required slides) for each course (“Content Requirements and Learning Objectives”), which will be available at www.scrumalliance.org/certifications/trainers/become-a-rep, and in the Scrum Alliance REP Handbook, which Scrum Alliance may update from time to time and which is incorporated herein by reference. You will comply with any such Content Requirements and Learning Objectives within three calendar months of their publication or revision by Scrum Alliance and specified notification as defined in Section 8.4. Unless Scrum Alliance otherwise specifies to You in writing, the specific materials You use when delivering approved courses may be of Your own design. Except to the extent that it contains any material provided by Scrum Alliance, Your course material submitted in connection with this Agreement shall be and remain the sole property of You, submitted under a non-exclusive license, hereby provided in this Section 3.3.1, to Scrum Alliance solely for use in connection with this Agreement. Except to the extent that it contains any material provided by Scrum Alliance, nothing contained herein shall grant Scrum Alliance any ownership rights to Your course material. Scrum Alliance will treat any course materials (with the exception of learning objectives) that You provide as Your confidential information, and in accordance with the Confidentiality section of this Agreement. Scrum Alliance will not during the Term or afterwards, share Your course materials with anyone who does not have a need to receive them for review purposes pursuant to this Agreement.

3.3.2 Compliance Review. From time to time Scrum Alliance may conduct a course content compliance review. Scrum Alliance will ask You to submit an electronic copy of Your course materials. If We, in Our sole, good-faith discretion, deem Your course material to be out of compliance with the applicable Content Requirements and Learning Objectives, We will provide You with a written description of all compliance deficiencies and You must revise course materials to Scrum Alliance’s satisfaction before You may use/teach with such course materials. The assessment of Your materials will not be shared with anyone who

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does not have a need to receive the assessment for review purposes pursuant to this Agreement.

3.4 **Course Marketing and Promotion.** You may not schedule any courses without a qualified instructor committed to teaching the course on the specified date and time at a known and advertised location. You may not market multiple courses by the same instructor on the same date in different locations, provided that the instructor is physically unable to attend all of such courses. You may not engage in false or deceptive marketing, and You are not permitted to make unsupported claims in Your marketing. All course marketing and promotion must be in compliance with applicable advertising requirements, if any, set forth on the Scrum Alliance Sites. You may not cancel any course with less than two (2) weeks' prior notice, unless an extenuating circumstance is present (e.g., instructor illness or travel disruption). You should not offer anything of value that might reasonably be expected to influence the decision to attend (or send or authorize others to attend) a course, without the knowledge and consent of the individual or entity paying for the course. By way of example, "anything of value" does not include (i) gifts of nominal value, such as pens, t-shirts, thumb drives, or similar items, given in the ordinary course of business; (ii) discounts in the ordinary course of business; (iii) course material or other publications, in paper or electronic form, that are related to Scrum or the specific subject matter of the course.

3.5 **Student Upload.** The complete name and contact information for all students attending Your Scrum Alliance approved courses (including those students that attend a course but do not take or pass the certification test) must be provided to Scrum Alliance with the consent of the student in accordance with Section 4 below no later than two (2) weeks following the completion of each course using the procedures described on the Scrum Alliance Site(s) which are incorporated herein by reference.

3.6 **Fees.** You must pay Scrum Alliance all trainer and course related fees and provider fees as set forth in Appendix A. You must pay Us all course-related fees within fourteen (14) calendar-days after the completion of each approved course. If you cancel a course, you must refund all course-related fees to students within fourteen (14) calendar days after the cancellation.

4. EU/EEA DATA PRIVACY LAW.

4.1 **GDPR Applicability.** As a Registered Education Provider, You may collect or otherwise process information relating to students in the European Union ("EU") or European Economic Area ("EEA") who are taking Your Scrum Alliance approved courses (the information is "Personal Data" and each student is a "Data Subject"). To the extent the student is located in the EU or the EEA, the General Data Protection Regulation, Regulation (EU) 2016/679 (the "GDPR") is applicable.

4.2 **Personal Data Shared With Us.** In accordance with Section 3.5 of this Agreement, You must upload the complete name and contact information for all students, including those Data Subjects in the EU or EEA, who are attending Your Scrum Alliance approved courses. We are co-controllers with You with respect to the Personal Data you provide to Us. We must receive that Personal Data to award certifications, if earned, and monitor attendance at Your Scrum Alliance approved courses.

4.3 **Information You Must Provide to Data Subjects.** You agree to inform or provide information to each Data Subject as follows:

4.3.1 You agree to inform each Data Subject that You must share Personal Data with Us, specifically name and contact information, to allow the Data Subject to obtain the certification they seek, if earned, and to monitor class attendance.

4.3.2 You agree to inform each Data Subject that We have a legitimate business interest in processing the Personal Data to award any earned certifications and to monitor class attendance.

4.3.3 You agree to inform each Data Subject that We are located in the United States and that their name and address will be transferred to and processed in the United States.

4.3.4 You agree to inform each Data Subject that Our processing of their Personal Data is covered by the terms of Our Privacy Policy. You agree to provide each Data Subject with a copy of Our Privacy Policy, whether via a link on Your website or delivery of a hard copy.

4.3.5 You agree to provide each Data Subject with an acknowledgement and consent form regarding Our processing of the Data Subject's Personal Data, in the form attached as Appendix C, before You share the Data Subject's Personal Data with Us.

You agree to capture record of the consent and maintain record of the consent so the consent can be reconstructed and presented to Scrum Alliance within a reasonable timeframe upon request.

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5. SERVICE MARK LICENSE.

5.1 Grant of Marks License; Term. Once You have executed this Agreement and paid the applicable Fee, and provided You are in compliance with the terms and conditions of this Agreement and Your Certification, Scrum Alliance hereby grants You a non-exclusive (as defined under applicable intellectual property law), non-transferable, non-sublicensable worldwide personal license to use, reproduce and publicly display the Marks only in connection with Your services and promotion of Your status as a Scrum Alliance REP licensee. You may use the Marks on promotional displays and in advertising materials (“Materials”) in accordance with the guidelines in Appendix B. This license is exclusive and personal to You and does not by extension grant any rights to any third party or entity you may be affiliated with or with whom You may work or perform services to use the Marks independent from You. Individuals having Scrum Alliance REP status may use the Marks in connection with one organization meeting the eligibility requirements in Section 2.2 above to identify that organization’s REP status and may not use the Marks to represent that more than one organization has REP status. Notwithstanding the foregoing sentence, You may use the Marks in connection with the promotion of all of Your Scrum Alliance approved courses. If You are an organization and not an individual, You acknowledge and agree that your use of any Scrum Alliance trademarks other than those in Appendix B to promote or advertise Scrum Alliance approved courses is permissible solely through a limited sub-license from the certified CST, Continuing Education Instructor or CSD Instructor who will teach the course and with whom you are affiliated. Other than this limited exception, this Agreement does not grant You rights to use any Scrum Alliance trademarks other than those in Appendix B. You may not in any circumstance sub-license or purport to grant rights in the Scrum Alliance trademarks to third parties and may not promote or advertise Scrum Alliance approved courses that will be taught by individuals you are not affiliated with. This license continues until December 31st of the current license year unless terminated earlier in accordance with the provisions of this Agreement.

5.2 Marks Ownership. You acknowledge and agree that the Marks are Scrum Alliance’s valuable property, and Scrum Alliance is the sole and exclusive owner of all rights, title and interests in and to the Marks. Any and all past, present or future goodwill arising from Your use of the Marks will inure solely and exclusively to Scrum Alliance’s benefit, and You will not be compensated for the value, if any, that You contribute to the goodwill of the Marks. You have no ownership rights in the Marks and agree not to represent in any manner that You have acquired any ownership rights in the Marks.

5.3 Prior Approval of Materials; Instructor Assessment. Upon Scrum Alliance’s request, You will submit to Scrum Alliance, for Scrum Alliance’s prior written approval, examples of all Material(s) in which the Mark(s) are to be used. Appropriate use of the Marks are specified in Appendix B. Scrum Alliance’s approval pursuant to this section may be based solely upon Scrum Alliance’s standards and may be withheld in the sole, good-faith discretion of Scrum Alliance. If Scrum Alliance disapproves any Material(s) presented to Us for approval, You shall promptly use Your best efforts to correct or modify such Material(s) in accordance with Our requirements. You shall resubmit the corrected or modified Material(s) to Us for Our reconsideration. If We finally disapprove any Material(s), You shall not use the disapproved Material(s) or permit it to be used by others. Our failure to send written notice of disapproval within fifteen (15) days after receipt of examples shall be considered a grant of approval. You will not use the Marks in any manner that would reflect adversely on Scrum Alliance or on the image or quality symbolized by the Marks. In order to maintain a consistent level of quality and professionalism, the Scrum Alliance reserves the right to initiate a review process in which You and Your instructors’ skills and abilities as a Scrum Alliance REP licensee will be assessed.

5.4 No Confusing Use or Registration. Unless permitted hereunder or with Scrum Alliance’s prior written consent, You agree not to use or file for registration of any trademark, collective mark, service mark, certification mark, and/or trade name, in any class and in any country, that, in Scrum Alliance’s sole opinion, is the same as, similar to, or likely to cause confusion with the Marks licensed to You under this Agreement or the following trademarks, collective marks, service marks, certification marks, and/or trade names (collectively, “Intellectual Property”), owned by Scrum Alliance: “SCRUM ALLIANCE”, “CERTIFIED SCRUM TRAINER”, “CST”, “CERTIFIED SCRUM DEVELOPER”, “CSD”, “SA REP”, “SCRUM ALLIANCE CERTIFIED ENTERPRISE COACH”, “SCRUM ALLIANCE CEC”, “SCRUM ALLIANCE CERTIFIED TEAM COACH”, “SCRUM ALLIANCE CTC”, “CERTIFIED SCRUM PROFESSIONAL”, “CSP”, “CERTIFIED SCRUM MASTER”, “CSM”, “CERTIFIED SCRUM PRODUCT OWNER”, “CSPO”, or any confusingly similar phrasing of this Intellectual Property, including mere re-ordering of words. Scrum Alliance reserves the right to withhold or suspend Your license and application, should You refuse to cooperate with Scrum Alliance in resolving the use of such Intellectual Property.

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5.5 No Confusing Domain Names or Keywords. Unless permitted hereunder or with Scrum Alliance's prior written consent, You agree not to register or to use any Internet domain name, sponsored link/ad keyword or any other keyword search term that, in Our sole opinion, is: (a) confusingly similar to any of the Marks or the domain name of any Scrum Alliance Sites, or (b) implies any form of affiliation with Us. If You have already registered existing domain names that are in violation of this Section, You may be required to transfer such domain names to Us as a condition of entering into this Agreement. We will pay the reasonable administrative costs of any such transfers, which will not include any payments to You for goodwill allegedly associated with such domain names.

5.6 Program Procedures and Reporting Infringement. You agree to provide truthful and accurate information to Us with regard to Your application, recertification documentation or any communication provided by You to Us. You agree to abide by any Scrum Alliance Code of Ethics ("Code") and its accompanying Scrum Alliance Business Practices Guidelines, updated by Us from time to time, located at <<http://www.scrumalliance.org/code-of-ethics>>, noticed to You, and incorporated herein by reference. You understand that any failure to provide true, timely and complete responses to questions in Your application or recertification application may lead to termination of this Agreement by Us in accordance with the provisions of this Agreement. Should You become aware of any possible violations of the terms of this Agreement, the Scrum Alliance Code of Ethics, or its accompanying Scrum Alliance Business Practices Guidelines, by You or any third party, whether or not they have been licensed by Scrum Alliance under the Marks, You agree to promptly notify Us of such potential violation. Should you become the subject of any disciplinary proceeding, claim, inquiry or other challenge relating to Your profession, occupation or professional activities, including but not limited to certification, credentialing, malpractice, ethics or similar matters, You agree to promptly notify Us of such potential violation.

6. TERMINATION.

6.1 Termination Rights. You may terminate Your Application or Your status as a Scrum Alliance REP licensee at any time by providing Scrum Alliance with ten (10) business days prior written notice. You will not be entitled to any full or prorated refund of Your paid Fee. Scrum Alliance may terminate this Agreement, Your Application and Your status as a Scrum Alliance REP licensee, at any time and for any reason or no reason, by providing You with ten (10) business days prior written notice. If Scrum Alliance revokes or refuses to renew Your license as a Scrum Alliance REP, Your rights under this Agreement will immediately terminate and You will not be entitled to any full or prorated refund of Your Fee. If You commit fraud or other wrongful acts, or otherwise engage in conduct that Scrum Alliance believes materially impairs the goodwill associated with the Marks or the Scrum Alliance, if You violate a provision of the Scrum Alliance Code of Ethics or its accompanying Business Practices Guidelines, or if You breach the Service Mark License (Section 5) or Confidentiality (Section 7) provisions of this Agreement, Scrum Alliance has the right to terminate this Agreement and the terms provided herein, including Your right to use the Marks and Your right to promote Yourself as affiliated with Scrum Alliance, immediately upon written notice to You. Scrum Alliance also reserves the right to take legal action, including seeking an injunction and/or damages that arise from any breach of the provisions of this Agreement. If You commit some other material breach of this Agreement, including but not limited to breach in relation to third party Scrum certification courses, Scrum Alliance has the right in its sole discretion and in addition to its other rights granted herein, to terminate this Agreement by notifying You in writing and giving You thirty (30) days to cure the breach. If You do not so cure the breach, this Agreement will terminate automatically.

6.2 Effect of Termination; Survival. Upon termination, all rights Scrum Alliance grants to You under this Agreement immediately and automatically terminate and You must immediately stop all display, advertising, and other use of the Marks in any and all manners. If You have Permitted Activities scheduled with clients but not yet performed, You will be responsible for informing all such clients that You can no longer provide such courses. You agree that We have the right to contact any such clients for the purpose of communication about Your status as a Scrum Alliance REP. All provisions in the following heading titles will survive termination or expiration (the "End Date") of this Agreement for any reason: "Marks Ownership," "No Confusing Use or Registration," "No Confusing Domain Names or Keywords," "Effect of Termination; Survival," "Confidentiality," "Indemnification," and "General Provisions." The termination or expiration of this Agreement will not affect Your or Scrum Alliance's accrued rights or liabilities.

7. CONFIDENTIALITY.

7.1 Confidential Information. Scrum Alliance and You acknowledge that all technical and non-technical information relating to Scrum Alliance's and Your business and operations which Scrum Alliance

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or REP learns during or prior to the Term (“Confidential Information”) is considered confidential and proprietary, including but not limited to trade secret and proprietary information, know-how, processes, methods, and services, and information concerning research, development, financial information, suppliers, prospective customers, business forecasts, sales, merchandising, and marketing plans. Specifically, the Confidential Information of Scrum Alliance shall include, but shall not be limited to, all Content Requirements, learning objectives, and Certification testing processes including the content of certification exams such as questions, answers, worksheets, diagrams or any communication, verbal or written, related to the exam. Scrum Alliance and REP will keep confidential and will not disclose or make available any Confidential Information to any person other than those, if any, who need to know such Confidential Information in order to perform their obligations under this Agreement.

7.2 Exceptions. “Confidential Information” does not include information that: (a) is in, or later comes into, the public domain through no fault of You; or (b) prior to Your receipt under this Agreement was property within Your legitimate possession or, after Your receipt hereunder is lawfully received by You from a third party having the right to disclose the information; or (c) is independently developed by You through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information.

7.3 Procedures. If You must disclose Confidential Information in order to comply with applicable law or if You become legally compelled to disclose any Confidential Information, You will provide Scrum Alliance with prompt prior written notice of any such disclosure in order to safeguard Scrum Alliance’s Confidential Information, and You will limit the disclosure to the greatest extent possible. You will exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

7.4 Confidentiality of Agreement. The terms and conditions of this Agreement shall be confidential and, except as disclosure is compelled by law or is necessary to enforce, evidence, perfect, or otherwise confirm the provisions in this Agreement, its terms and conditions shall not be disclosed to any third Party without the consent of all Parties.

8. INDEMNIFICATION. You agree to indemnify and hold Us harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits made by or against Us: (a) by reason of Your activities or performance or non-performance under this Agreement; and/or (b) for any personal injury, product or service liability, or other claim arising from the promotion and/or performance of the Permitted Activities. We promptly will notify You in writing of any claim or proceeding brought against Us for which We seek indemnification under this Agreement. In the event of any claim or proceeding brought against You on the basis of infringement caused by Your use of the Marks in accordance with the terms of this Agreement, Scrum Alliance shall indemnify and hold You harmless against any loss, liability, damage, reasonable cost or expense (including reasonable legal fees) in connection with such claim or proceeding.

9. GENERAL PROVISIONS.

9.1 Governing Law and Venue. This Agreement and Your and Scrum Alliance’s rights and obligations shall be governed by, and construed and enforced in accordance with the laws of the State of Colorado regardless of the choice of law rules of such state or any other jurisdiction. You and Scrum Alliance irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Colorado and Texas.

9.2 No Assignment. You may not assign or transfer its Application or this Agreement or any rights hereunder to any person or other entity, or substitute any other person or entity with respect to Your rights or obligations hereunder. Any such attempted assignment will be void and of no effect.

9.3 Independent Contractors. You and Scrum Alliance agree that You are an independent contractor and that You have full control over Your own tools and the methods utilized in the Permitted Activities and all of Your activities described or permitted herein. You are not required to work exclusively for Scrum Alliance and Scrum Alliance shall not instruct You as to how Your activities shall be performed. You will not make any representation of an employment relationship between You and Scrum Alliance and will not claim any benefits provided by Scrum Alliance to its employees. You have no authority to contract for or bind Scrum Alliance in any manner, except with prior written consent of Scrum Alliance.

NO WITHHOLDING OR BENEFITS. YOU EXPRESSLY AGREE THAT, AS AN INDEPENDENT CONTRACTOR, YOU ARE NOT ENTITLED TO ANY EMPLOYEE BENEFITS FROM SCRUM ALLIANCE, INCLUDING BUT NOT LIMITED TO, ANY EMPLOYER WITHHOLDINGS OR LIABILITY FOR TAXES;

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FICA; MEDICARE OR MEDICAID; MEDICAL OR DISABILITY INSURANCE; VACATION OR LEAVE; PENSION; WORKERS' COMPENSATION INSURANCE; OR UNEMPLOYMENT INSURANCE BENEFITS OR OTHER UNEMPLOYMENT COMPENSATION (COLLECTIVELY "EMPLOYEE BENEFITS"). YOU ARE OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY COMPENSATION, IF ANY, PAID THROUGH YOUR ENGAGEMENT HEREUNDER.

9.4 Notices. All notices between You and Scrum Alliance must be in writing, sent to the address provided in the Application, the e-mail address provided herein, or such other address as You or Scrum Alliance may designate from time to time by notice to the other, and will be deemed to have been given if personally delivered, sent by registered post, delivered by an overnight express service, sent via electronic mail, or faxed. Notices that are sent or dispatched will be deemed received by the addressee: (a) in the case of personal delivery, at the time of such delivery; (b) in the case of communication by registered post, on the third business day after dispatch; (c) in the case of overnight express service, on the date on which the overnight carrier confirms receipt by addressee; (d) in the case of electronic mail, on the date on which the electronic mail is sent by the sender; and (e) in the case of fax transmission, on the first business day after dispatch.

9.5 Disputes. Any and all disputes relating to Your application for the certification provided herein or the results of any certification examination will be resolved solely and exclusively by means of Our certification program policies and procedures, including Our appeals process. Regarding any and all disputes relating to the provisions of this Agreement, the parties agree to make every reasonable effort to resolve them by direct negotiation, failing which the parties may request arbitration or take other measures as needed.

9.6 Changes to Agreement. Scrum Alliance, in Its sole discretion, reserves the right at any time to modify, alter or update this Agreement or any content incorporated herein by reference, including, but not limited to, Appendices, Attachments, Addenda, or material provided on any of the Scrum Alliance Sites. Notice of any new or revised terms either to this Agreement or to any content incorporated herein by reference will be published by Scrum Alliance for at least thirty (30) days after the change.

9.7 Entire Agreement. The Application and this Agreement are the final, complete and exclusive agreement between You and Scrum Alliance with respect to the subject matter hereof and supersedes and merges all prior discussions between You and Scrum Alliance.

9.8 Non-Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by You or Scrum Alliance shall be considered to imply or constitute a further waiver by You or Scrum Alliance of the same or any other condition, covenant, right, or remedy.

9.9 Headings and Captions. Headings and captions are for convenience only and are not to be used in the interpretation of the Application or this Agreement.

9.10 Counterparts; Construction. This Agreement may be executed in counterparts, and each of which shall be deemed an original and all of which together shall constitute one and the same document. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limit".

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Applicant and Scrum Alliance, by their duly authorized representatives, have executed this Agreement as of _____ day _____ month _____ year.

SCRUM ALLIANCE, INC.	(APPLICANT)
7237 Church Ranch Blvd., Suite 410, Westminster, CO 80021	Your Full Address:
BY: 	BY:
NAME: Howard Sublett	NAME:
TITLE: Chief Product Owner	TITLE:
E-MAIL ADDRESS: hsublett@scrumalliance.org	E-MAIL ADDRESS:
DATE: November 1, 2020	DATE:

Appendix A

Permitted Activities	<ul style="list-style-type: none">• You may offer Certified ScrumMaster (CSM) Courses, but they must be taught by a CST.• You may offer Certified Scrum Product Owner (CSPO) Courses, but they must be taught by a CST.• You may teach Certified Scrum Developer (CSD) Courses, provided that the course and the Instructor have been approved by Scrum Alliance.• You may teach Continuing Education Courses provided that the course and the instructor presenting the course have been approved by Scrum Alliance.• You may offer Certified Agile Leader® (CAL) Courses, but they must be taught by a CAL Educator.• You may offer Path to CSP Courses (A-CSM, A-CSPO, CSP-SM, CSP-PO), but they must be taught by a Path to CSP Educator.• You may identify Yourself using Registered Education Provider (REP) on Your or Your Affiliates' Materials.• Permitted Activities are exclusive to Scrum Alliance. They expressly do not include providing Scrum accreditation or certification courses or programs, as an individual or with any other organizations, that are not sponsored or approved by Scrum Alliance.
Fees	<ul style="list-style-type: none">• Fees are set forth in the Scrum Alliance REP Application and are available on the Scrum Alliance Sites, both of which are incorporated herein by reference.• All fees are subject to change at any time without notice.
Payment Terms	<ul style="list-style-type: none">• Payment terms are set forth in the Scrum Alliance REP Application and are available at <http://www.scrumalliance.org>, both of which are incorporated herein by reference.

Appendix B – Marks and Guidelines for Utilization

The Marks¹

SCRUMALLIANCE REP®



The Guidelines

These guidelines describe the proper usage requirements for the above-listed word and design mark, any associated logos or composite marks of Scrum Alliance, Inc. formed around that mark, and any digital versions of the word, design, logo, and composite marks of Scrum Alliance, Inc. which may be supplied to you, including through a digital certification, and as amended by Scrum Alliance, Inc. periodically (the word mark and associated logos and composites are collectively referred to as “the Marks”).

1. GUIDELINES FOR PERMITTED USE. Scrum Alliance allows those whose Applications are accepted and who are in good standing to use the Marks in connection with approved courses and Permitted Activities. You may use the Marks in promotional materials, including in electronic and print advertisements, that You prepare to perform the courses, the Permitted Activities and in order to publicize Your standing as a Scrum Alliance REP® licensee. Use of the Marks is subject to the following formal requirements: (a) You must use the logo form of the Marks, if any, in the manner in which the Scrum Alliance provides, wherever possible; (b) if use of the logo is not possible, use of the word mark may be used as follows: SCRUM ALLIANCE REP® or Scrum Alliance REP®; (c) the Marks must always be presented with each word in initial capital letters or in all CAPITALS; (d) the ® notation (superscript, when available; otherwise, in parentheses) should always be used with the written portion of the Marks upon its first occurrence in a writing.

2. PROPER ATTRIBUTION. You must include proper ownership attribution of the Marks through a footnote or similar legend: “SCRUM ALLIANCE REP®” is a registered mark of Scrum Alliance, Inc. Any unauthorized use is strictly prohibited.”

3. PROHIBITED USES. You may not use the Marks in any way not permitted by Scrum Alliance, including the following prohibited uses: (a) You may not alter, cut apart or otherwise distort the Marks in perspective or appearance, such as varying the spelling, adding hyphens, forming multiple words into one word, or using a possessive or plural form of any word in the Marks; (b) You may not combine the Marks with, within, or in conjunction with, any other material, words, phrases or designs; (c) You may not change the color, configuration or proportion of any artwork; (d) You may not translate the Marks into other languages, even if You are using the Marks in countries outside of the United States; (e) You may not use Marks as part of or incorporated in the name of Your business, Your URL, Your sponsored link/ad keyword or any other key word search term (e.g., You cannot register, without Scrum Alliance approval, a domain name such as <www.scrumalliancepro.eu> or the like); and (f) You may not use the Marks on promotional items, such as t-shirts, coffee mugs, or similar merchandise. Notwithstanding the foregoing, Scrum Alliance, Inc. periodically develops composite logo designs around its marks and may, at its sole discretion, make them available under the terms of this Agreement from time to time.

¹ The list of Marks may be amended by Scrum Alliance, Inc. from time to time, e.g., to include new or revised composite marks built around the licensed Marks

APPENDIX C

License Year: 2021

EUROPEAN UNION/EUROPEAN ECONOMIC AREA

PERSONAL DATA ACKNOWLEDGMENT AND CONSENT FORM

Student Name: _____

Course: _____

_____ (initial) I am enrolled in the course referenced above and am seeking Scrum certification. I acknowledge that my Registered Education Provider must send my name and contact information, including address and email, to Scrum Alliance, Inc. in order for me to be considered for Scrum certification and for my certification, if earned, to be awarded. I also acknowledge that my Registered Education Provider must send my name and contact information to Scrum Alliance, Inc. to allow Scrum Alliance, Inc. to monitor attendance at courses, and that Scrum Alliance, Inc. has a legitimate business reason for obtaining and using this information.

_____ (initial) I understand that Scrum Alliance, Inc. is based in the United States and have been informed that the European Commission has not determined that the United States ensures an adequate level of protection for personal data. I have been provided with a copy of Scrum Alliance, Inc.'s Privacy Policy and understand that it covers Scrum Alliance, Inc.'s processing of my Personal Data. **I consent to the transfer, storage, and processing of my name, address, and e-mail address to and in the United States.** I understand that my consent can be withdrawn at any time, but realize that Scrum Alliance, Inc. must have my Personal Data in order for me to maintain my certification.

Signature of Student

Date