

CERTIFIED AGILE LEADERSHIP EDUCATOR AGREEMENT

Please read the following Terms and Conditions carefully. These Terms and Conditions (together with any appendices, collectively referred to as the “Agreement”) describe your responsibilities, benefits and the terms under which Scrum Alliance, a Colorado nonprofit corporation (“Scrum Alliance,” “We,” “Us” or “Our”) grants to you (“Educator,” “You,” or “Your”) the right to promote yourself as a Certified Agile Leadership (CAL) Educator 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 Affiliate(s) means Your company (i.e., a legal entity owned by You), agents or representatives.

1.2 Certification Programs means an organized collection of tasks and milestones proprietary to Scrum Alliance which a party must perform in order to be awarded a particular Scrum Alliance Certification.

1.3 CAL Educator means the right to designate yourself as a Certified Agile Leadership EducatorSM, which right accrues upon Your successful completion of the CAL Educator application and may be renewed annually so long as You continue to satisfy Scrum Alliance’s requirements to maintain that designation as Scrum Alliance may amend from time to time as set forth on the Scrum Alliance Sites.

1.4 Fee(s) means the payments You make in consideration of the rights and licenses granted herein, as specified in the “Fees” section of this Agreement as set forth in Appendix A.

1.5 Educator Assessment Data means relevant information regarding Educator’s performance, that can be used by individuals to make educator selection decisions.

1.6 Mark(s) means Certified Agile Leader[®] and the associated logos further described in Appendix B hereof, which list may be amended by Scrum Alliance from time to time.

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

1.8 Scrum Alliance Sites [SA Site(s)] means: (a) Scrum Alliance’s primary website (<https://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.

1.9 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.

2. CERTIFIED AGILE LEADERSHIP COURSES.

2.1 Course Listings. As long as You are not in breach of this Agreement, and have completed the application process instituted by Scrum Alliance (which may, in Scrum Alliance’s sole, good-faith discretion, include sponsor or peer review), You are permitted to list all of Your approved courses on the Scrum Alliance Sites. You must list all public Certified Agile LeadershipSM approved courses on the Scrum Alliance Sites. You may not recycle or reuse a Course ID after a course has been completed. Courses will not be approved for a listing on the Scrum Alliance Sites if it is determined, in Scrum Alliance’s sole, good-faith discretion, that data manipulation was used in order to advance or reposition a course in the course search functionality, or otherwise used to interfere with course sorting, on the Scrum Alliance

Sites. You may, at Your sole discretion, list each of Your approved courses on your own website or the website(s) of a Certified Scrum Trainer, Certified Enterprise Coach, Certified Team Coach, a Registered Education Provider (REP) or a Registered Education Ally (REA).

2.1.1 Other Websites. 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 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, or from allowing another website of Your choosing to list, 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.

2.2 Course Content. 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 the Scrum Alliance Sites, and which Scrum Alliance may update from time to time. You agree that, on the date you sign this Agreement, the content of all of Your Certified Agile LeadershipSM approved courses is aligned with the most recent version of the Content Requirements and Learning Objectives. 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 2.2, 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. In the event Your materials are based on or derived from The Scrum Guide, You should provide attribution to the authors of that work. 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.

2.3 Course Marketing and Promotion. You may not schedule any courses without being committed to teaching the course on the specified date and time at a known and advertised location. You may not market multiple courses on the same date in different locations, provided that you are 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 the Scrum Alliance Antitrust Compliance Manual 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., 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.

2.4 Fees. You must pay Us all course-related fees (as specified in Appendix A) 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.

2.5 CAL Educator Assessment. In order to maintain a consistent level of quality and professionalism, Scrum Alliance reserves the right to initiate a review process in which Your qualifications and capabilities as a CAL Educator will be assessed. We may collect and use instructor assessment data in a form and manner consistent with guidelines and procedures that We define, make available, and

periodically update at the Scrum Alliance Site. This instructor assessment process may affect Your on-going status as a CAL Educator. Areas to be assessed shall include, but are not limited to adherence to the Code of Ethics and Business Practice Guidelines, and teaching skills. Scrum Alliance, in its sole discretion, may grant students an opportunity to provide feedback on an independent service and product review platform. You must never act in a manner that is abusive or disrespectful to the user of the review platform. Abuse or bullying will not be tolerated and may result in Scrum Alliance revoking or refusing to renew Your CST Certification.

2.6 Teaching Requirements. Your license to use the Marks does not authorize You or Your Affiliates to provide any course that purports to be authorized by Us and/or part of a Certification Program, unless You personally teach and are physically or virtually present for the entire duration of the course. For electronically delivered courses, please refer to the Live Online Course Guidelines available on your Educator Dashboard and incorporated herein by reference. You may teach such a course together with an individual who does not have a CAL Educator designation, provided that You are solely responsible for the content and conduct of the course.

2.7 Student Upload. The complete name and contact information for all students attending Your Scrum Alliance approved certification courses 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 certification course using the procedures described on the Scrum Alliance Site(s) which are incorporated herein by reference.

2.8 No Certification Authority. You do not have the authority to certify students under any Certification Programs. You may not guarantee certification to any student. You may recommend students for certification. Course feedback may not be used as a requirement or condition for certification recommendation.

2.9 Fair Treatment. You must treat all students attending Your Scrum Alliance approved certification courses fairly and equitably. You must clarify specific course and certification requirements prior to commencement of the course and therefore have a good faith, objective, and consistent basis for failing to recommend students for Scrum Alliance certification.

3. SERVICE MARK LICENSE.

3.1 Grant of Mark 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 the Permitted Activities (as set forth in Appendix A) and the promotion of Your status as a CAL EducatorSM. 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 which You may work or perform services to use the Marks independent from You; subject, however, to the limited exception of permitting websites other than the SA Sites to list Your courses, so long as you remain personally responsible for all content about the course that is posted on the websites as set forth in Section 2.1.1, and you remain personally responsible for teaching all courses posted on such websites in compliance with all Content Requirements, Learning Objectives, policies and guidelines required by Scrum Alliance as set forth in Section 2.2. Subject to the foregoing, this license continues until December 31st of the current license year (the "Term") unless terminated earlier in accordance with the provisions of this Agreement.

3.2 Mark 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.

3.3 Prior Approval of Materials. 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 Marks are to be used. Appropriate use of the Marks is 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 samples 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.

3.4 No Confusing Trade Names. 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 of goods or services, and in any country ("Trade Name"), that, in Our sole opinion, is the same as, or likely to cause confusion with, any or all of Our Trade Names, including, without limitation, the Marks that We license to You under this Agreement. If requested, You must disclose all Trade Names used by You or Your Affiliates that contain the following phrases: "SCRUM ALLIANCE", "CERTIFIED AGILE LEADER," "CAL," or any confusingly similar phrasing of these portions of the Marks and We reserve the right to withhold or suspend Your certification, should You refuse to cooperate with Us in resolving the use of such Trade Names.

3.5 No Confusing Domain Names or Keywords. Unless permitted hereunder or with Scrum Alliance's prior written consent, You agree not to use or file for registration of any Internet domain name, sponsored link/ad keyword or any other keyword search term that, in Our sole opinion, is the same as, or likely to cause confusion with, any or all of Our Trade Names, including, without limitation, the Marks that We license to You under this Agreement, or is the domain name of any Scrum Alliance Sites. If, prior to entering into this Agreement, You have registered a domain name that uses the terms "SCRUM ALLIANCE," "CERTIFIED AGILE LEADER," "CAL," or any confusingly similar phrasing of these portions of the Marks, You agree to disclose them to Us upon Our request and We reserve the right to withhold or suspend Your certification, should You refuse to cooperate with Us in resolving the use of such domain name.

3.6 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 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 provision 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.

3.7 Protection of Rights. You agree to assist Us, to the extent reasonably necessary and at Our expense, to protect or to obtain protection for any of Our rights to the Marks. In addition, if We request that You discontinue using the Marks and/or substitute a new or different Mark, You immediately must comply with such request.

4. EU/EEA DATA PRIVACY LAW.

4.1 **GDPR Applicability.** As a CAL Educator, 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 certification 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 2.7 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 certification 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 certification 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 email 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.

5. TERMINATION.

5.1 **Termination Rights.** You may terminate this Agreement at any time by providing Us with thirty (30) days prior written notice. You will not be entitled to any full or prorated refund of Your Fee. If Scrum Alliance revokes or refuses to renew Your CAL Educator designation, then 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 or Your Affiliate commit fraud or any other wrongful act in connection with the Permitted Activities, or otherwise engage in conduct that We reasonably believe 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 Certified Agile Leader Courses (Section 2), Service Mark License (Section 3), or Confidentiality (Section 6) provisions of this Agreement or engage in non-Permitted Activities, We reserve the right to terminate this Agreement and any rights granted to You hereunder, 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, Scrum Alliance has the right 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.

5.2 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 manner. 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 any sanctioned Scrum Alliance® course resulting in a Scrum Alliance®-granted certification. You agree that We have the right to contact any such clients for the purpose of communicating Your revoked status as a CAL Educator. All provisions in the following heading titles will survive the termination or expiration (the "End Date") of this Agreement for any reason: "Mark Ownership", "No Confusing Trade Names", "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 Educator's or Scrum Alliance's accrued rights or liabilities.

6. CONFIDENTIALITY.

6.1 Confidential Information. Scrum Alliance and Educator acknowledge that all technical and non-technical information relating to Scrum Alliance's and Educator's business and operations which Scrum Alliance or Educator 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 and 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 Educator 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.

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

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

6.4 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.

7. **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 on 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.

8. **GENERAL PROVISIONS.**

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

8.2 **No Assignment.** Educator may not assign or transfer this Agreement or any rights hereunder to any person or other entity, or substitute any other person or entity with respect to Educator's rights or obligations hereunder. Any such attempted assignment will be void and of no effect.

8.3 **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; 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.

8.4 **Notices.** All notices between Educator and Scrum Alliance must be in writing, sent to the address appearing on the signature page of this Agreement, the e-mail address provided on the signature page of this Agreement, or such other address as Educator 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 was sent by the sender; and (e) in the case of fax transmission, on the first business day after dispatch.

8.5 **Governing Law and Venue.** This Agreement and Educator's 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. Educator and Scrum Alliance irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located

in Colorado and Texas.

8.6 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.

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

8.8 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.


8.9 Entire Agreement. This Agreement constitutes the final, complete and exclusive agreement between Educator and Scrum Alliance with respect to the subject matter hereof and supersedes and merges all prior discussions between You and Us.

8.10 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]

License Year: 2021

IN WITNESS WHEREOF, Educator and Scrum Alliance, by their duly authorized representatives, have executed this Agreement and this Agreement is effective as of the date of Your electronic acknowledgment.

Scrum Alliance, Inc.
7237 Church Ranch Blvd., Suite 410, Westminster, CO 80021
By: Howard Sublett
Title: Chief Executive Officer
Signature: 
E-mail address: hsublett@scrumalliance.org
Date: November 1, 2021

Appendix A

Eligibility	<ul style="list-style-type: none">• You may serve as a CAL Educator if your application to Scrum Alliance is approved, and so long as You maintain your eligibility.
Permitted Activities	<ul style="list-style-type: none">• You may provide Certified Agile Leadership (CAL) educational offerings if You have earned a CAL Educator designation and your CAL educational materials for each module have been approved by Scrum Alliance.• You may identify Yourself using CAL Educator on Your or Your Affiliates' Materials.• Permitted Activities outlined in this Agreement are exclusive to Scrum Alliance. The permissions granted in this Agreement expressly do not include providing Scrum accreditation or certification courses or programs, as an individual or with any other organization, that are unaffiliated with Scrum Alliance.
Fees	<ul style="list-style-type: none">• Initial application fee and additional course offering application fees are set forth on the Scrum Alliance CAL Educator Application.• The Annual License Renewal Fee is \$2500.• Educators are required to pay Student Upload Fees. Upload Fees vary by module and are outlined on the Scrum Alliance site.• If You identify a need for a reduced per-client fee in a given country, please contact support@scrumalliance.org• All fees are subject to change at any time without notice.
License Payment Terms	<ul style="list-style-type: none">• Payment options are available as set forth at https://certification.scrumalliance.org/payment_plans• Late payments of any fees You owe Us will incur an interest at the rate of one-and- a-half percent (1.5%) per month from the date such payments were originally due.

Appendix B—Marks and Guidelines for Utilization

The Marks¹

CERTIFIED AGILE LEADER®
CERTIFIED AGILE LEADERSHIP
CAL, CAL-E, CAL-O, CAL-T, CAL II, CAL K-12
CAL EDUCATOR



The Guidelines

These guidelines describe the proper usage requirements for the above-listed word marks, 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.** Certification marks do not play the role of an individual’s professional title or degree. Scrum Alliance allows those individuals who pass its certification process and who are in good standing to use the Marks in connection with providing services to third parties. You may use the Marks in promotional materials, including in electronic and print advertisements, which You prepare to perform approved educational offerings, the Permitted Activities and in order to publicize Your standing as a Scrum Alliance CAL Educator 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 CAL Educator or SCRUM ALLIANCE CAL EDUCATOR; (c) the Marks must always be presented with each word in initial capital letters or in all CAPITALS; (d) the Marks should be used in the form of an adjective and should always be followed by a noun (e.g., “Scrum Alliance Certified Enterprise Coach consulting services”); and (e) those Marks subject to federal trademark registration (e.g., Certified Agile Leader®) shall be used with the ® notation (superscript, when available; otherwise, in parentheses) upon their first occurrence in a writing or otherwise as instructed by Scrum Alliance, Inc.
- 2. PROPER ATTRIBUTION.** You must include proper ownership attribution of the Marks through a footnote or similar legend: “SCRUM ALLIANCE CAL EDUCATOR” is a certification mark of Scrum Alliance, Inc. Any unauthorized use is strictly prohibited” or “SCRUM ALLIANCE CERTIFIED AGILE

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.

License Year: 2021

LEADERSHIP is a trademark 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.certifiedcaeducatorpro.eu> or the like); (f) You may not use the Marks on promotional items, such as t-shirts, coffee mugs, or similar merchandise; and (g) You may not use the Marks for any purpose that conflicts with this Agreement. 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.

License Year: 2021

APPENDIX C

**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 CAL Educator must send my name and email address 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 CAL Educator 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 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