License Year: 2022

CERTIFIED SCRUM DEVELOPER 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 Scrum Developer® (CSD) 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 CSD Educator means the right to designate yourself as a Certified Scrum Developer® Educator, which right accrues upon Your successful completion of the CSD 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 Scrum Developer® 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 SCRUM DEVELOPER 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 You approved courses on the Scrum Alliance Sites. You must list all public Certified Scrum Developer approved courses on the Scrum Alliance Sites. Only courses approved by Scrum Alliance will be allowed to be listed at 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

License Year: 2022

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 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 the 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 Scrum Developer 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, and 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   CSD 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 CSD 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 CSD Educator. Areas to be assessed shall include, but are not limited

License Year: 2022

to adherence to the Code of Ethics and Business Practice Guidelines, and teaching skills. Scrum Alliance, in its sole discretion, may also ask students to provide feedback on You by submitting an evaluation form that would be made available at the Scum Alliance Sites or by providing 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 evaluation form or service or product review platform. Abuse or bullying will not be tolerated and may result in Scrum Alliance revoking or refusing to renew Your CSD Educator 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. The entire duration of the course is defined as sixteen (16) hours of instruction for in-person courses, which includes reasonable breaks and lunch, and 14 hours of instruction for electronically delivered courses. 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 CSD 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 individuals for the Certified Scrum Developer certifications for which you are approved. Course feedback may not be used as a requirement or barrier to accessing certification.

     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 CSD Educator. 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

License Year: 2022

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 SCRUM DEVELOPER," "CSD," 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 SCRUM DEVELOPER," "CSD," 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 CSD Educator, You may collect or otherwise process information

License Year: 2022

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 CSD 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 Scrum Developer 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

License Year: 2022

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 CSD 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 including, 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.

License Year: 2022

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.

License Year: 2022

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: Renee Mzyk
Title: Chief Operating Officer
Signature: DocuSigned by: *Renee Mzyk*   37C57076B9FB410...
E-mail address: rmzyk@scrumalliance.org
Date: 2/7/2022

License Year: 2021

Appendix A

Eligibility	● You may serve as a CSD Educator if your application to Scrum Alliance is approved, and so long as You maintain your eligibility.
Permitted Activities	● You may provide Certified Scrum Developer (CSD) educational offerings if You have earned a CSD Educator designation and your CSD educational materials have been approved by Scrum Alliance. ● You may teach Advanced Certified Scrum Developer (A-CSD) courses if You have earned a A-CSD certification and your CSD course materials have been approved by Scrum Alliance. ● You may teach Certified Scrum Professional (CSP-D) Courses if You have earned a CSP-D and Your CSP-D course materials have been approved by Scrum Alliance. ● You may identify Yourself using CSD 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	● Initial application fee and additional course offering application fees are set forth on the Scrum Alliance CSD Educator Application. ● The Annual License Renewal Fee is $2500. ● Educators are required to pay Student Upload Fees: $50 per student for CSD, CSD, $75 per student for A-CSD, and $75 per student for CSP-D. ● 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	● 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

License Year: 2021

The Marks[1]

CSD
CERTIFIED SCRUM DEVELOPER
CERTIFIED SCRUM DEVELOPER (CSD) EDUCATOR
ADVANCED CERTIFIED SCRUM DEVELOPER (A-CSD)
CERTIFIED SCRUM PROFESSIONAL – DEVELOPER (CSP-D)

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 CSD 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 CSD Educator or SCRUM ALLIANCE CSD 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 Scrum Developer Educator consulting services"); and (e) those Marks subject to federal trademark registration (e.g., Certified Scrum Developer®) 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 CSD EDUCATOR" is a certification mark of Scrum Alliance, Inc. Any unauthorized use is strictly prohibited.

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[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

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.certifiedcsdeducatorpro.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 CSD 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 CSD 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

Disclaimer: This document was generated based on the text available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=en#ntc12-L_2021199EN.01003701-E0012 and is provided for convenience purposes. It should not be considered an authoritative text or legal guidance.

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STANDARD CONTRACTUAL CLAUSES

Controller to Controller

SECTION I

Clause 1

Purpose and scope

(a)   The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ([1]) for the transfer of personal data to a third country.

(b)   The Parties:

    (i)   the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and

    (ii)   the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')

have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(c)   These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d)   The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

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[1] Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

Clause 2

Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

   (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

   (ii) Clause 8.5 (e) and Clause 8.9(b);

   (iii) N/A

   (iv) Clause 12(a) and (d);

   (v) Clause 13;

   (vi) Clause 15.1(c), (d) and (e);

   (vii) Clause 16(e);

   (viii) Clause 18(a) and (b).

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b)   These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c)   These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Optional

Docking clause

(a)   An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

(b)   Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

(c)   The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1   Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose:

(i)   where it has obtained the data subject's prior consent;

(ii)   where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or

(iii)   where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2   Transparency

(a)   In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:

(i)   of its identity and contact details;

(ii)   of the categories of personal data processed;

(iii)   of the right to obtain a copy of these Clauses;

(iv)   where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.

(b)   Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.

(c)   On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

(d)   Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3   Accuracy and data minimisation

(a)   Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.

(b)   If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.

(c)   The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4   Storage limitation

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation (^{2}) of the data and all back-ups at the end of the retention period.

8.5   Security of processing

(a)   The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

(b)   The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(c)   The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(d)   In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.

(e)   In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause

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[2] This requires rendering the data anonymous in such a way that the individual is no longer identifiable by anyone, in line with recital 26 of Regulation (EU) 2016/679, and that this process is irreversible.

13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.

(f)   In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.

(g)   The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6   Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter 'sensitive data'), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

8.7   Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union ([3]) (in the same country as the data importer or in another third country, hereinafter 'onward transfer') unless the third party is or agrees to be bound by these

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[3] The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

(i)   it is to a country benefiting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;

(ii)   the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;

(iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;

(iv)   it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;

(v)   it is necessary in order to protect the vital interests of the data subject or of another natural person; or

(vi)   where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.8   Processing under the authority of the data importer

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

8.9   Documentation and compliance

(a)   Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.

(b)   The data importer shall make such documentation available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

N/A

Clause 10

Data subject rights

(a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request. ([4]) The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.

(b) In particular, upon request by the data subject the data importer shall, free of charge:

 (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);

 (ii) rectify inaccurate or incomplete data concerning the data subject;

 (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.

(c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.

(d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter 'automated decision'), which would produce legal effects concerning the data subject or similarly significantly affect him/her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:

 (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and

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[4] That period may be extended by a maximum of two more months, to the extent necessary taking into account the complexity and number of requests. The data importer shall duly and promptly inform the data subject of any such extension.

(ii)   implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.

(e)   Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.

(f)   The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.

(g)   If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

Clause 11

Redress

(a)   The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

(b)   In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c)   Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

(i)   lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;

(ii)   refer the dispute to the competent courts within the meaning of Clause 18.

(d)   The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e)   The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f)   The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.

(c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

(e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13

Supervision

(a) [Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:] The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.
[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including

remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

(a)   The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b)   The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

(i)   the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii)   the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards ([5]);

(iii)   any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied

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[5] As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

during transmission and to the processing of the personal data in the country of destination.

(c)   The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d)   The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e)   The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f)   Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1   Notification

(a)   The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

(i)   receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii)   becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b)   If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c)   Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d)   The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e)   Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2   Review of legality and data minimisation

(a)   The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b)   The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c)   The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

(a)   The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b)   In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c)   The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

    (i)   the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

    (ii)   the data importer is in substantial or persistent breach of these Clauses; or

    (iii)   the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d)   Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e)   Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which

the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of the applicable supervisory state (see clause 13(a)).

Clause 18

Choice of forum and jurisdiction

(a)   Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b)   The Parties agree that those shall be the courts of the applicable supervisory state (see clause 13(a)).

(c)   A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(d)   The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. LIST OF PARTIES

You the Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

Name: (On File)

Address: (On File)

Contact person's name, position and contact details:(On File)

Activities relevant to the data transferred under these Clauses:

The data importer provides certification, training, coaching, and other activities set forth in the Agreement(s).

Signature and date: (Digitally Accepted)

Role (controller/processor): Controller

2. …

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*]

Name: Scrum Alliance, Inc.

Address: 7237 Church Ranch Blvd, Suite 410, Westminster, CO 80021

Contact person's name, position and contact details:

Renee Mzyk, COO, rmzyk@scrumalliance.org

Activities relevant to the data transferred under these Clauses:

The data importer provides certification, training, coaching, and other activities set forth in the Agreement(s).

Signature and date: *Renee Mzyk* DocuSigned by: 37C57076B9FB410…   2/7/2022

Role (controller/processor): Controller

2. …

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

- Staff including volunteers, agents, temporary and casual workers
- Students/Pupils

Categories of personal data transferred
- Personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details, age, date of birth, sex, and physical description.
- Education and training details, including information which relates to the education and any professional training of the data subject, including academic records, qualifications, skills, training records, professional expertise, student and pupil records.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- Health (in the case of providing reasonable accommodation during examination)

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

- Continuous Basis

Nature of the processing

- Award certifications, monitor attendance, evaluate course offerings, communicate regarding additional courses, etc.

Purpose(s) of the data transfer and further processing

- Award certifications, monitor attendance, evaluate course offerings, communicate regarding additional courses, etc.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

- Test.com/Gauge (used to give students access to the CSM test) - United States
- BadgeCert (used to give students digital badge after completing course) - United States
- Hubspot (used for Scrum Alliance marketing and students' welcome emails) - United States

- Tableau (used for Scrum Alliance data) - United States
- Braintree/PayPal (used as our payment processor) - United States
- Facebook/LinkedIn (advertisements, marketing) - United States
- LearnUpon (students must voluntarily create an account; used to access our eLearning series) - Ireland
- Trustpilot(used to gather course and trainer reviews) - Denmark
- Comparative Agility (students must voluntarily create an account; used to access the tools)- United States

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13
- The exporter when they are located in a Member State.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

- Imported subject data (Name and Email) is entered by the Exporter into our system after logging in with an encrypted password. The import process does not require PII to be transmitted. Extent of personal data imported is Name and Email.
- All other personal data is voluntarily added by the subject to their profile.
- Subjects voluntarily choose whether to have their profiles public and until this choice is presented to the subject, the profile is treated as hidden.
- No public connection to our database exists.
- In order to access the database, a secure connection through VPN must be established.
- Users with the ability to access the database are limited in order to minimize the possibility of a data breach.
- All database user accounts have strong, randomized passwords.
- The Data Center is equipped with physical security.
- Processes for erasure and portability exist.
- Defined process for "Right to be Forgotten" Requests exists.
- Accountability is reinforced with GDPR training for all employees

- Braintree (sub-processor) data transfer is encrypted and SAI does not see/store subjects' personal payment information, i.e., credit card information.
- Hubspot (sub-processor) data transfer is encrypted. PII includes Name and Email, but may also contain other contact information that the subject has voluntarily provided to SAI.
- Comparative Agility (sub-processor) link is provided within an encrypted email. The Comparative Agility site is encrypted as well.
- Test.com (sub-processor) data transfer is encrypted. PII is limited to a login token (based on first initial and last name) and Email.
- BadgeCert (sub-processor) data transfer is encrypted. PII is limited to Name, Email, Company (if provided subject), and Title (if provided by subject).
- LearnUpon (sub-processor) has an encrypted connection. Subjects voluntarily sign up for the platform. LearnUpon houses subjects' data either physically within or outside the EU, depending on the subjects' location.
- TrustPilot (sub-processor) data transfer is encrypted and the PII includes Name and Email. Access is also available to subjects via their SAI dashboard, if and when they choose to enable it for certification. Participating in providing feedback is voluntary. In the event a subject chooses to participate in providing feedback, only the student ID and course number is transmitted to the processor. TrustPilot transmits course review data back to SAI via a secure API.
- Tableau (sub-processor) imports data nightly. The importing process connection to our database server is secured through a VPN connection. Data is only transferred through the secured VPN connection directly to Tableau's secure server. The transmission is encrypted end to end.
- Facebook/LinkedIn (sub-processors) are used to create matched audiences based on our current members. When uploading an email list from our database the data is hashed before reaching and being stored in Facebook or LinkedIn's data center.