#### **SCRUM FOUNDATIONS 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 Scrum Foundations 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. CERTIFIED SCRUM PROFESSIONAL AGREEMENT

This Agreement supplements the Scrum Alliance Certified Scrum Professional® Agreement previously entered into by You and Scrum Alliance. Capitalized terms used in this Agreement shall have the meaning ascribed to them in the Scrum Alliance Certified Scrum Professional Agreement unless expressly indicated otherwise.

## 2. DEFINITIONS.

- 2.1 <u>Affiliate(s)</u> means Your company (i.e., a legal entity owned by You), agents or representatives.
- 2.2 <u>CSP Certification</u> means the right to designate yourself as a Certified Scrum Professional, which right accrues upon Your successful completion of the CSP Certification Program and may be renewed bi-yearly so long as You continue to satisfy Scrum Alliance's requirements to maintain that certification as Scrum Alliance may amend from time to time as set forth on the Scrum Alliance Sites.
- 2.3 <u>Scrum Alliance Sites [SA Site(s)]</u> means: (a) Scrum Alliance's primary website (www.scrumalliance.org) and any other websites Scrum Alliance owns; and (b) websites with which Scrum Alliance has entered into partnerships for activities including, but not limited to, content sharing and marketing.
- 2.4 <u>Scrum Education Unit or "SEU"</u> means a measurement of credit ascribed to a course designed to assist Scrum practitioners in achieving new and/or renewing existing certifications.
- 2.5 <u>Scrum Foundations Educator Fee(s)</u> 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.
- 2.6 <u>Scrum Foundations Marks</u> means Certified Scrum Professional, Scrum Foundations Educator, and Scrum Foundations badge logo, which list may be amended by Scrum Alliance from time to time.
- 2.7 <u>Scrum Foundations Educator Permitted Activities</u> means the authorized use of the Scrum Foundations Marks in Educator publications, materials, website, and in the instructional services, in accordance with guidance and directions for each educational Scrum Foundations program offering by Scrum Alliance, with the use of the Scrum Foundations Marks and the quality of the services always being satisfactory to Scrum Alliance. Educator may provide to third parties, as Scrum Alliance may amend from time to time, those activities that Scrum Alliance does not prohibit.

## 3. PROGRAM OFFERING.

3.1 <u>Program Offering Content</u>. Scrum Alliance may establish requirements (including, but not limited to, required topics, specific examples and required slides) for each program offering ("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 Scrum Foundations approved program offerings 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 program offerings may be of Your own design. Except to the extent that it contains any material provided by Scrum Alliance, Your material submitted in connection with this Agreement shall be and remain the sole property of You, submitted under a non-exclusive license, hereby provided in this Section 3.1, to Scrum Alliance solely for use in connection with this Agreement. Except to the extent that it contains any material provided by Scrum Alliance, nothing contained herein shall grant Scrum Alliance any ownership rights to Your 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 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 materials with anyone who does not have a need to receive them for review purposes pursuant to this Agreement.

- Compliance Review. From time to time Scrum Alliance may conduct a content compliance review. Scrum Alliance will ask You to submit an electronic copy of Your materials. If We, in Our sole discretion, deem Your material to be out of compliance with the applicable Content Requirements and Learning Objectives, We will provide You with a written description of all compliance deficiencies and You must revise materials to Scrum Alliance's satisfaction before You may use/instruct with such materials. The assessment of Your materials will not be shared with anyone who does not have a need to receive the assessment for review purposes pursuant to this Agreement.
- 3.2 Program Marketing and Promotion. You may not schedule any program offerings without being committed to provide the program on the specified date and time at a known and advertised location. You may not market multiple programs on the same date in different locations, provided that you are physically unable to attend all of such offerings. You may not engage in false or deceptive marketing and you are not permitted to make unsupported claims in Your marketing. All 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 program offering 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 program offering, without the knowledge and consent of the individual or entity paying for the program offering. 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) material or other publications, in paper or electronic form, that are related to Scrum or the specific subject matter of the program offering.
- 3.3 <u>Fees.</u> You must pay Us all program offering-related fees (as specified in Appendix A)within fourteen (14) calendar-days after the completion of each approved program offering. If You cancel a program offering, You must refund all program offering-related fees to students within fourteen (14) calendar days after the cancellation.
- 3.4 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 Scrum Foundations Educator will be assessed. We may collect and use educator 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. 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 Scrum Foundations Educator designation.
- 3.5 <u>Student Upload.</u> The complete name and contact information for all students attending Your Scrum Alliance approved program offerings must be provided to Scrum Alliance no later than two (2) weeks following the completion of each offering using the procedures described on the Scrum Alliance Site(s) which are incorporated herein by reference.
- 3.6 <u>No Certification Authority</u>. You do not have the authority to certify students under any Programs. You may not guarantee certification to any student. You may recommend individuals for the Verified Scrum Foundations designation. Course feedback may not be used as a requirement or condition for designation recommendation.
- 3.7 <u>Fair Treatment</u>. You must treat all students attending Your Scrum Alliance approved program offering fairly and equitably.

## 4. SERVICE MARK LICENSE.

4.1 <u>Prior Approval of Materials</u>. 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.

- 4.2 <u>No Confusing Trade Names</u>. 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 PROFESSIONAL," "CSP," "SCRUM FOUNDATIONS," 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.
- 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 PROFESSIONAL," "CSP," "SCRUM FOUNDATIONS," 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.
- 4.4 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 <a href="http://www.scrumalliance.org/code-of-ethics">http://www.scrumalliance.org/code-of-ethics</a>, 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.
- 4.5 <u>Protection of Rights.</u> 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.

## 5. EU/EEA DATA PRIVACY LAW.

- 5.1 <u>GDPR Applicability</u>. As a Certified Scrum Professional, You may collect or otherwise process information relating to students in the European Union ("EU") or European Economic Area ("EEA") who are participating in Your Scrum Alliance approved program offering (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.
- 5.2 <u>Personal Data Shared With Us.</u> In accordance with Section 3.6 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 program offering. We are co- controllers with You with respect to the Personal Data you provide to Us. We must receive

that Personal Data to award Verified Scrum Foundations designation status, if earned, and monitor attendance at Your Scrum Alliance approved program offering.

- 5.3 <u>Information You Must Provide to Data Subjects</u>. You agree to inform or provide information to each Data Subject as follows:
  - 5.3.1 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 designation they seek, if earned, and to monitor attendance.
  - 5.3.2 You agree to inform each Data Subject that We have a legitimate business interest in processing the Personal Data to award any earned designation and to monitor attendance.
  - 5.3.3 You agree to inform each Data Subject that We are located in the United States and that their name and address will be transferred to and processed in the United States.
  - 5.3.4 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.
  - 5.3.5 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 keep a record of acknowledgement and consent so that it can be reproduced upon request by Scrum Alliance or data subject.

## 6. TERMINATION.

- Termination Rights. You may terminate this Agreement at any time by providing Us with thirty 6.1 (30) days prior written notice. If Scrum Alliance revokes or refuses to renew Your status as a Scrum Foundations Educator, then Your rights under this Agreement will immediately terminate. 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 Program Offering (Section 3), Service Mark License (Section 4), or Confidentiality (Section 8) 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.
- Termination and Effects. Termination of this Agreement shall not result in termination of Your Certified Scrum Professional Agreement unless specifically indicated by You or Us. If Scrum Alliance revokes or refuses to renew Your status as Scrum Foundations Educator, then Your rights under this Agreement will continue only with regard to Your CSP Certification and shall not include rights to offer Scrum Foundations program educational offerings. 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 Scrum Foundations Marks in any and all manner. If You have Scrum Foundations Educator Permitted Activities scheduled with clients but not yet performed, You will be responsible for informing all such clients that You can no longer provide Scrum Foundations program educational offerings, or any other sanctioned activities. You agree that We have the right to contact any such clients for the purpose of communicating Your revoked status as a Scrum Foundations Educator. All provisions in the following Certified Scrum Professional Agreement 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", "Termination and Effects", "Confidentiality", "Indemnification", and "General Provisions". The termination or expiration of this Agreement will not affect Certified Scrum Professional's or Scrum Alliance's accrued rights or liabilities.

## 7. GENERAL PROVISIONS.

7.1 <u>Non-Waiver</u>. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by You or Scrum Alliance shall be considered to imply or constitute a further

waiver by You or Scrum Alliance of the same or any other condition, covenant, right, or remedy.

- 7.2 <u>Disputes</u>. Any and all disputes relating to Your application for the designation provided herein or the results of any application review will be resolved solely and exclusively by means of Our 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.
- 7.3 <u>Counterparts; Construction</u>. 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".

#### 8. CONFIDENTIALITY.

- 8.1 <u>Confidential Information</u>. 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, knowhow, 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 exams. 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.
- 8.2 <u>Exceptions</u>. "Confidential Information" does not include information that: (a) is in, or later comes into, the public domain through no fault of Yours; or (b) prior to Your receipt under this Agreement was property within Your legitimate possession or, after Your receipt hereunder is lawfully received by You from a third party having the right to disclose the information; or (c) is independently developed by You through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information.
- 8.3 <u>Procedures</u>. If You must disclose Confidential Information in order to comply with applicable law or if You become legally compelled to disclose any Confidential Information, You will provide Scrum Alliance with prompt prior written notice of any such disclosure in order to safeguard Scrum Alliance's Confidential Information, and You will limit the disclosure to the greatest extent possible. You will exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.
- 8.4 <u>Confidentiality of Agreement.</u> 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.

## 9. SCRUM FOUNDATIONS EDUCATOR.

9.1 Expansion. As long as You are not in breach of this Agreement and the Certified Scrum Professional Agreement previously entered into by You and Scrum Alliance, including your obligations with regard to Certified Scrum Professional Fee(s), Your "status" is expanded to include Scrum Foundations Educator, and "Marks" is expanded to include Scrum Foundations Marks. You may use the Scrum Foundations Marks on promotional displays and in advertising materials ("Materials") in accordance with the guidelines in Appendix B. Except as expressly set forth in this Agreement, all terms and conditions of the Certified Scrum Professional Agreement shall remain in full force and effect.

**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
D
By: Howard Sublett
Title:
Chief Executive Officer
Signature:
E-mail address:
hsublett@scrumalliance.org
Date: November 1, 2021

# Appendix A

Eligibility	<ul> <li>You may serve as a Scrum Foundations Educator if your application to Scrum Alliance is approved and you maintain your eligibility.</li> <li>To maintain Scrum Foundations Educator status, you must remain in good standing with the requirements of your Certified Scrum Professional certification.</li> </ul>
Permitted Activities	<ul> <li>You may provide Scrum Foundations educational offerings if You have earned a Scrum Foundations Educator designation and your Scrum Foundations educational materials have been approved by Scrum Alliance.</li> <li>You may identify Yourself using Scrum Foundations Educator on Your or Your Affiliates' Materials.</li> <li>You may advertise your ability to deliver the approved Scrum Foundations offering on marketing materials.</li> <li>You may recommend individuals for Scrum Foundations Verified designation through Scrum Alliance system validation of students' competency in the learning objectives per educational offering.</li> <li>Permitted Activities are exclusive to Scrum Alliance. They expressly do not include providing Scrum accreditation or certification courses or programs, as an individual or with any other organization, that are not sponsored or approved by Scrum Alliance.</li> </ul>
Fees	<ul> <li>Fee Per Student: \$20.00 USD/student. The fee per Scrum Foundations offering is per student per offering.</li> <li>All fees are subject to change at any time without notice.</li> </ul>

## Appendix B—Mark and Guidelines for Utilization



## The Marks1

## SCRUM FOUNDATIONS<sup>SM</sup>, SCRUM FOUNDATIONS EDUCATOR,

## CSP®, CERTIFIED SCRUM PROFESSIONAL®

#### The Guidelines

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

- 1. GUIDELINES FOR PERMITTED USE. Service 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 promote and perform approved consulting, the Permitted Activities and in order to publicize Your standing as a Scrum Alliance Scrum Foundations Educator designee. Use of the Marks is subject to the following formal requirements: (a) You must use the logo form of the Scrum Foundations Verified Mark, 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 Scrum Foundations Verified or SCRUM ALLIANCE SCRUM FOUNDATIONS VERIFIED (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 Scrum Foundations program offering"); and (e) those Marks subject to federal trademark registration 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.
- PROPER ATTRIBUTION. You must include proper ownership attribution of the Marks through a
  footnote or similar legend: "SCRUM ALLIANCE SCRUM FOUNDATIONS EDUCATOR" is a service
  mark of Scrum Alliance, Inc. Any unauthorized use is strictly prohibited" or "SCRUM ALLIANCE
  CERTIFIED SCRUM PROFESSIONAL is a service mark of Scrum Alliance, Inc. Any unauthorized
  use is strictly prohibited."
- 3. **PROHIBITED USES.** You may not use the Marks in any way not permitted by Scrum Alliance, including the following prohibited uses: (a) You may not alter, cut apart or otherwise distort the Marks

in perspective or appearance, such as varying the spelling, adding hyphens, forming multiple words into one word, or using a possessive or plural form of any word in the Marks; (b) You may not combine the Marks with, within, or in conjunction with, any other material, words, phrases or designs; (c) You may not change the color, configuration or proportion of any artwork; (d) You may not translate the Marks into other languages, even if You are using the Marks in countries outside of the United States; (e) You may not use Marks as part of or incorporated in the name of Your business, Your URL, Your sponsored link/ad keyword or any other key word search term (e.g., You cannot register, without Scrum Alliance approval, a domain name such as <a href="www.scrumfoundationseducatorpro.eu">www.scrumfoundationseducatorpro.eu</a> 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

<a href="mailto:swww.scrumfoundationseducatorpro.eu">www.scrumfoundationseducatorpro.eu</a> 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.

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

# **APPENDIX C**

# EUROPEAN UNION/EUROPEAN ECONOMIC AREA PERSONAL DATA ACKNOWLEDGMENT AND CONSENT FORM

Student Name:
Program:
(initial) I am enrolled in the program referenced above and am seeking a Verified Scrum Foundations designation. I acknowledge that my Scrum Alliance Scrum Foundations Educator must send my name and email to Scrum Alliance, Inc. in order for me to be considered for a Verified Scrum Foundations designation and for my designation, if earned, to be awarded. It also acknowledge that my Scrum Alliance Scrum Foundations Educator must send my name and contact information to Scrum Alliance, Inc. to allow Scrum Alliance, Inc. to monitor attendance in this program, 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 designation.
Signature of Student
Date