

AGILE COACHING SKILLS - CERTIFIED FACILITATOR AGREEMENT

THIS AGILE COACHING SKILLS - CERTIFIED FACILITATOR AGREEMENT ("Agreement") is entered into by and between Scrum Alliance, Inc., a Colorado nonprofit corporation (the "Alliance," "Scrum Alliance," "We," "Us" or "Our"), and you, an individual certified under the Alliance's Agile Coaching Skills - Certified Facilitator™ certification ("You," "Your" or "Yourself"). By clicking on the button "I Accept," You indicate that You acknowledge and accept this Agreement governing Your Agile Coaching Skills - Certified Facilitator™ ("ACS-CF™") certification and Your ability to promote Your Agile Coaching Skills - Certified Facilitator™ status.

Scrum Alliance grants You a Agile Coaching Skills - Certified Facilitator™ certification in accordance with Our standards, indicating that You have accomplished a predefined set of goals and have the requisite knowledge and abilities to perform scrum-related activities. This Agreement describes the terms and conditions under which We grant You the right to promote Yourself as having Agile Coaching Skills - Certified Facilitator™ status.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound, agree as follows:

1. CERTIFICATION MARKS LICENSE.

1.1 Grant of Marks License; Term. We hereby grant You a non-exclusive, non-transferable, non-sublicenseable worldwide personal license to our rights in the Marks (Agile Coaching Skills - Certified Facilitator™ and associated logos described in Appendix A) to use, reproduce and publicly display the Marks only in connection with Your Scrum-related services and Your promotion of Your status as a Agile Coaching Skills - Certified Facilitator™. You may use the Marks on promotional displays and in advertising materials ("Materials") in accordance with the guidelines in Appendix A. This license is exclusive to You and does not grant any rights to Your "Affiliates" (Your company (i.e., a legal entity owned by You), agents, or representatives) or any third party with which You may work or perform services to use the Marks independent from You. This license continues for so long as You (i) comply with this Agreement and (ii) maintain Your Certification as set forth on the "SA Site(s)" (Our primary website, <http://www.scrumalliance.org>, and any other websites We own or control) (the "Term").

1.2 Marks Ownership. You acknowledge and agree that the Marks are Our valuable property, and We are the exclusive owner of all right, title and interest 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 Our benefit, and You will not be compensated for the value, if any, that You contribute to the goodwill of the Marks. You have no ownership rights in the Marks and agree not to represent in any manner that You have acquired any ownership rights in the Marks.

1.3 Prior Approval of Materials. Upon Our request, You will submit to Us, for Our prior written approval, samples of all Material(s) in which the Mark(s) are being used. Our approval pursuant to this Section may be based solely upon Our standards and may be withheld in Our sole and absolute discretion. You will not use the Mark(s) in any manner that would reflect adversely on the image or quality symbolized by the Mark(s).

1.4 No Confusing Use or Registrations. You agree not to use or file for registration of any "Trade Names" (trademark, collective mark, service mark, certification mark, and/or trade name, in any class and in any country) that, in Our sole opinion, is the same as, similar to, or likely to cause confusion with the Marks. Upon Our request, You must disclose: (a) all Trade Names used by You or Your Affiliates that contain any of the Marks; and (b) any domain names used by You or Your Affiliates in providing scrum-related services. Upon Our request You will promptly notify Us of any Trade Names that You file or begin to use at any time during the Term.

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

1.6 **Program Procedures and Reporting Infringement.** You agree to provide truthful and accurate information to Us with regard to Your application, recertification documentation or any communication provided by You to Us. You agree to abide by any Scrum Alliance Code of Ethics (“Code”) adopted by Us from time to time, which will be posted on the SA Site(s), 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 Section 2 below. Should You become aware of any possible violations of the terms of this Agreement or the Code by You or any third party, whether or not they have applied for certification by Us, You agree to promptly notify Us of such potential violation.

2. TERMINATION.

2.1 **Termination Rights.** You may terminate this Agreement at any time by providing Us with written notice. You will not be entitled to any full or prorated refund of Your Fee. If We revoke Your ACS-CF™ Certification, 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 an Affiliate commit fraud or other wrongful acts, or otherwise engage in conduct that We believe materially impairs the goodwill associated with the Marks or the Scrum Alliance, if You violate a provision of the Code, or if You breach the Confidentiality provisions of this Agreement, We have the right to terminate this Agreement immediately upon written notice to You. If You commit some other material breach of this Agreement, We have 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.

2.2 **Effect of Termination.** Upon termination, all rights We grant 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.

2.3 **Survival.** The following provisions will survive termination or expiration (the “End Date”) of this Agreement for any reason: Sections 1.2 (Marks Ownership), 1.4 (No Confusing Use or Registration), 1.5 (No Confusing Domain Names or Keywords), 2.2 (Effect of Termination), 2.3 (Survival), Section 3 (Confidentiality), Section 4 (Indemnification), and Section 5 (General). The termination or expiration of this Agreement will not affect Your or Our accrued rights or liabilities.

3. CONFIDENTIALITY.

3.1 **Confidential Information.** You acknowledge that all information relating to Our business and operations which You learn during or prior to the Term, including, but not limited to, all content requirements 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 (“Confidential Information”), is valuable property of Ours and is considered confidential and proprietary. You will, and will cause Your Affiliates to, keep secret and maintain in strict confidence the Confidential Information. You will not, and will cause Your Affiliates not to, disclose or make available any or all 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. You agree to take all reasonable measures to prevent any unauthorized disclosure, reproduction, or use of the Confidential Information by You or any of Your Affiliates.

3.2 **Exceptions.** “Confidential Information” does not include information that: (a) is in, or later comes into, the public domain through no fault of Yours or Your Affiliates; 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.

3.3 **Procedures.** If You must disclose Confidential Information in order to comply with applicable law or if You become legally compelled to disclose any Confidential Information, You will provide Us with prompt prior written notice of any such disclosure 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.

4. 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 unauthorized 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 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 third party claim or proceeding brought against You on the basis of infringement caused by your use of the mark 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.

5. GENERAL PROVISIONS.

5.1 Governing Law. This Agreement and Your and Our rights and obligations shall be governed by, and construed and enforced in accordance with the laws of the State of Colorado, United States, regardless of the choice of law rules of such state or any other jurisdiction. You and We irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in the city of Denver, State of Colorado, United States.

5.2 No Assignment. You 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 Your rights or obligations hereunder. Any such attempted assignment will be void and of no effect.

5.3 Independent Contractors. You and We agree that You are an independent contractor and that You have full control over Your own tools and the methods utilized in Your Scrum-related services and all of Your activities described or permitted herein. You are not required to work exclusively for Scrum Alliance and We 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.

5.4 Notices. All notices between You and Us must be in writing, sent to the address appearing on the SA Site(s) or such other address as You or We may designate from time to time by notice to the other. Notices that are sent or dispatched will be deemed received by the addressee: (i) in the case of personal delivery, at the time of such delivery; (ii) in the case of communication by registered post, on the third business day after dispatch; (iii) in the case of overnight express service, on the date on which the overnight carrier confirms receipt by addressee; (iv) in the case of fax transmission, on the first business day after dispatch; or (v) in the case of electronic mail, on the date on which the electronic mail was sent by the sender.

5.5 Certification 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 this Agreement and Our appeals process.

5.6 Changes to Agreement. We reserve the right at any time to modify, alter or update this Agreement or the standards for certification in Our sole discretion. Notice of any new or revised terms will be posted on the SA Site(s) for at least thirty (30) days after the change.

5.7 Entire Agreement. This Agreement is the final, complete and exclusive agreement between You and Us with respect to the subject matter hereof and supersedes and merges all prior discussions between You and Us.

Appendix A—Marks and Guidelines for Utilization

The Marks¹

Agile Coaching Skills - Certified Facilitator™

ACS-CF



The Guidelines

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

- 1. GUIDELINES FOR PERMITTED USE.** Scrum Alliance, Inc. allows those who pass its certification testing and are in good standing to use the Certification Mark in connection with providing their own scrum-related services to third parties. You may use the Certification Mark in materials, including in electronic and print advertisements and other promotional materials, that You prepare to publicize Your status as a Agile Coaching Skills - Certified Facilitator™ professional. As such, the Certification Mark is an adjective and should always be followed by a noun (e.g., “Agile Coaching Skills - Certified Facilitator™ certification or developer or professional”). Use of the Certification Mark is subject to the following formal requirements: (a) You must use the logo form of the Certification Mark, if any, in the manner in which the Scrum Alliance provides it to You, wherever possible; (b) If use of the logo is not possible, use of the word mark may be used as follows: Agile Coaching Skills - Certified Facilitator™ or Agile Coaching Skills - Certified Facilitator™; (c) the Certification Mark must always be presented with each word in initial capital letters or in all CAPITALS; (d) the ™ notation (superscript, when available; otherwise, in parentheses) should always be used with the written portion of the Certification Mark upon its first occurrence in a writing.
- 2. PROPER ATTRIBUTION.** You must include proper ownership attribution of the Certification Mark through a footnote or similar legend: “Agile Coaching Skills - Certified Facilitator™ is a certification mark of Scrum Alliance, Inc. Any unauthorized use is strictly prohibited.”
- 3. PROHIBITED USES.** You may not use the Certification Mark in any way not permitted by Scrum Alliance, including the following prohibited uses: (a) You may not alter, cut apart or otherwise distort the Certification Mark in perspective or appearance, such as varying the spelling, adding hyphens, making the multiple words into one word, or single words into multiple words, or using a possessive or plural form of any word in the Certification Mark; (b) You may not combine the Certification Mark with, within or in conjunction with any other material, words, phrases or designs, or a composite mark of other words or designs; (c) You may not use the Certification Mark in a free-standing manner with the article “the” or “a”; (d) You may not change the color, configuration or proportion of any artwork; (e) You may not translate the Certification Mark into other languages, even if You are using the Certification Mark in countries outside of the United States; (f) the Certification Mark may not be used 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.certifiedscrummasterpro.eu> or the like); (g) the Certification Mark may not be used on promotional items, such as t-shirts, coffee mugs, or similar merchandise; and (h) The Certification Mark may not be used in a way that it appears to be merely part of Your title or degree; it must always be used, at a minimum, as a mark in connection with the advertising or promotion services You provide. Notwithstanding the foregoing, Scrum Alliance, Inc. periodically develops composite logo designs around

¹The 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. Its certification marks and may, at its sole discretion, make them available under the terms of this Agreement from time to time.