

CERTIFIED AGILE LEADERSHIP EDUCATOR AGREEMENT

Please read the following Terms and Conditions carefully. These Terms and Conditions (together with any appendices, collectively referred to as the "Agreement") describe your responsibilities, benefits and the terms under which Scrum Alliance, a Colorado nonprofit corporation ("Scrum Alliance," "We," "Us" or "Our") grants to you ("Educator," "You," or "Your") the right to promote yourself as a Certified Agile Leadership (CAL) Educator and to perform the Permitted Activities for the Term (as defined below). By signing this Agreement, You indicate that You have read, accept and understand this Agreement, and that You agree to and intend to be legally bound by this Agreement. This Agreement will not be accepted by Scrum Alliance without the requisite signature from you.

1. CERTIFIED SCRUM TRAINER AGREEMENT

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

2. DEFINITIONS.

2.1 CAL Educator is a designation that You may receive upon application to and approval by Scrum Alliance that gives You the ability to offer Certified Agile Leadership (CAL) educational offerings and to recommend students as Certified Agile Leaders, provided you satisfy and continue to satisfy Scrum Alliance's requirements to maintain the CAL Educator designation as set forth in Appendix A and as Scrum Alliance may amend from time to time.

2.2 CAL 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.

2.3 CAL Marks means Certified Agile Leadership, Certified Agile Leader®, CAL, and CAL Educator, which list may be amended by Scrum Alliance from time to time.

2.4 CAL Permitted Activities means the authorized use of the Marks in Educator's publications, training 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.

3. CERTIFIED AGILE LEADERSHIP.

3.1 Expansion. As long as You are not in breach of this Agreement and the Certified Scrum Trainer Agreement previously entered into by You and Scrum Alliance, including your obligations with regard to CAL Fee(s) and CAL Permitted Activities set out in Appendix A, the term "courses" as used throughout the Certified Scrum Trainer Agreement is hereby expanded to include Certified Agile Leadership educational offerings and CAL Permitted Activities. As used in the Certified Scrum Trainer Agreement, "Fee(s)" is expanded to include CAL Fee(s), "Permitted Activities" is expanded to include CAL Permitted Activities, Your "status" is expanded to include CAL Educator, and "Marks" is expanded to include CAL Marks. You may use the CAL 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 Trainer Agreement shall remain in full force and effect.

3.2 Termination and Effects. Termination of this Agreement shall not result in termination of Your Certified Scrum Trainer Agreement unless specifically indicated by You or Us. If Scrum Alliance revokes or refuses to renew Your status as CAL Educator, then Your rights under this Agreement will continue only with regard to Your CST Certification and shall not include rights to offer Certified Agile Leadership educational offerings or to recommend individuals as Certified Agile Leaders. You will not be entitled to any full or prorated refund of Your CAL Fee(s). 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 CAL Marks in any and all manner. If You have CAL Permitted Activities scheduled with clients but not yet performed, You will be responsible for informing all such clients that You can no longer provide Certified Agile Leadership educational offering, or any other sanctioned activities resulting in a Certified Agile Leadership certification. You agree that We have the right to contact any such clients for the purpose of communicating Your revoked status as a CAL Educator. All provisions in the following Certified Scrum Trainer 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", "Effect of Termination; Survival",

“Confidentiality”, “Indemnification”, and “General Provisions”. The termination or expiration of this Agreement will not affect Trainer’s or Scrum Alliance’s accrued rights or liabilities.

IN WITNESS WHEREOF, Trainer and Scrum Alliance, by their duly authorized representatives, have executed this Agreement and this Agreement is effective as of the date of the later signature set forth below.

Scrum Alliance, Inc.	Your Name:
7401 Church Ranch Blvd., Suite 210, Westminster, CO 80021	Your Full Address:
By: Lisa W. Hershman	Title (if any):
Title: Interim CEO	Company (if any):
Signature: 	Signature:
E-mail address: lhershman@scrumalliance.org	E-mail address:
Date: 12/7/2017	Date:

Appendix A

Eligibility	<ul style="list-style-type: none">• You may serve as a CAL Educator if your application to Scrum Alliance is approved and you maintain your eligibility.• To maintain CAL Educator status, you must remain in good standing with the requirements of your coaching and/or training certifications.
Permitted Activities	<ul style="list-style-type: none">• You may provide Certified Agile Leadership (CAL) educational offerings if You have earned a CAL Educator designation and your CAL educational materials have been approved by Scrum Alliance.• You may identify Yourself using CAL Educator on Your or Your Affiliates' Materials.• Permitted Activities are exclusive to Scrum Alliance. They expressly do not include providing Scrum accreditation or certification courses or programs, as an individual or with any other organization, that are not sponsored or approved by Scrum Alliance.
Fees	<ul style="list-style-type: none">• Fees are set forth on the Scrum Alliance CAL Educator Application and are available on the Scrum Alliance Sites, both of which are incorporated herein by reference.• All fees are subject to change at any time without notice.
Payment Terms	<ul style="list-style-type: none">• The Annual Fee must be paid in full by January 31 of the applicable license year; or• In two (2) payments of USD 2,500, due January 31 and February 28 of the applicable license year.• Late payments of any fees You owe Us will incur an interest at the rate of one-and-a-half percent (1.5%) per month from the date such payments were originally due.

Appendix B—Marks and Guidelines for Utilization

The Marks¹

CERTIFIED AGILE LEADERSHIP

CERTIFIED AGILE LEADER®

CAL

CAL EDUCATOR



The Guidelines

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

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

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.

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