

**CMMI INSTITUTE
CERTIFICATION PROGRAM AGREEMENT**

1 PURPOSE

- (a) The CMMI Institute grants certifications to individuals who demonstrate proficiency in a specific set of skills, abilities and knowledge relative to a particular technology area.
- (b) This Certification Program Agreement ("Agreement") is an agreement between you ("you" or "your") and the CMMI Institute. The terms and conditions of this Agreement apply to (a) any CMMI Institute Certifications or Authorizations that you have attained, and (b) your participation in the CMMI Institute Certification Program, including your access and use of any CMMI Institute Certification Program benefit, CMMI Institute Certification Credential, or any CMMI Institute Certification Logo that are made available to you as part of the program.
- (c) By submission of a Certification Program application, accessing or using a CMMI Institute Certification Program benefit, name, or logo, you are accepting the current version of this agreement, the guidelines (as defined below), and any other applicable terms. If you do not accept this agreement, do not access or use any CMMI Institute Certification program intellectual property, benefits, names, or logos.

2 DEFINITIONS

- (a) "Certification(s)" means the status achieved with respect to one or more of the CMMI Institute Certification Programs offered by the CMMI Institute and listed on the CMMI Institute website at <http://certification.cmmiinstitute.com/>.
- (b) "Marks" means the marks that are associated with the Program for which certification is obtained.
- (c) "CMMI Institute-Certified" means an individual who has successfully met the requirements for obtaining and maintaining certification as set forth in Section 3.
- (d) "Partner" means an organization that is selected by the CMMI Institute, licensed by the CMMI Institute under a written agreement between the CMMI Institute and such organization to deliver certain CMMI Institute courses and/or services, and monitored by the CMMI Institute.
- (e) "Program(s)" means one or more of the certification programs offered by the CMMI Institute under this Agreement as reflected on the CMMI Institute website at <http://certification.cmmiinstitute.com/>. Each Program includes a formally documented process whereby individuals may become CMMI Institute-certified.

3 CERTIFICATION PROGRAMS

- (a) Obtaining CMMI Institute Certification. To obtain a Certification and to use the corresponding name and/or logo, you must have: successfully
 - passed all required exams and satisfied all requirements for the Program.

- accepted and agreed to comply with the terms and conditions in this Agreement;
 - and accepted and agreed to comply with the all Guidelines and Program requirements.
- (b) Maintaining CMMI Institute Certification. To maintain a Certification(s) and to use the corresponding name and/or logo, you must:
- meet all current requirements for the CMMI Institute Certification;
 - comply with the terms and conditions in the Agreement; and
 - comply with all Guidelines and Program requirements.
- (c) Certification Exams. Certification exams, including exam questions and answers thereto, constitute CMMI Institute confidential information and are protected by trade secret law and by the Non-Disclosure Agreement and General Terms of Use for CMMI Institute Certification Exams (“Exam Agreement”) and may not be disclosed to or discussed with others or posted or published in any forum or through any medium. Anyone in violation of the Exam Agreement or engaging in fraudulent behavior may be decertified and terminated from the Program and/or permanently ineligible to participate in the Program as detailed in section 5 and 6 of this agreement
- (d) Additional Terms. Program benefits may have additional terms, conditions, and licenses. You must accept those additional terms before using any Program benefit and use the Program benefits according to the terms of this Agreement and those additional terms, conditions, and licenses. You may not use a Program benefit if you do not agree to any applicable additional terms, conditions, and licenses.
- (e) Certification Requirements. In order to maintain a Certification, you must:
- (i) follow the program processes and pay the requisite fee for the relevant Program as described on the CMMI Institute website: <http://certification.cmmiinstitute.com/>; and
 - (ii) meet all requirements of the relevant Program including, but not limited to, pre-requisites, training requirements, testing, continuing education, professional conduct policies, and recertification requirements, all of which are set forth on the CMMI Institute website. The CMMI Institute reserves the right to change the Program and/or the Program’s requirements at any time without cause and without notice. CMMI Institute also reserves the right to discontinue any Program for any reason at any time; and
 - (iii) agree in writing to abide by the CMMI Institute Code of Professional Conduct (“COPC”), a copy of is set forth on the CMMI Institute website; and
 - (iv) remain sponsored by a Partner Network organization; and
 - (v) abide by the quality guidelines for the relevant Program as set forth on the CMMI Institute website; and
 - (vi) accept the terms of this Certification Agreement and any new versions or updates to such Certification Agreement at such times as the CMMI Institute may request.

- (f) Issuance of Certificate. Once you have met all of the criteria for the relevant Program or Programs, including the acceptance of this Agreement, the CMMI Institute will make a Certificate (or Certificates) available to you evidencing that you are CMMI Institute-Certified for the particular Program or Programs.
- (g) Expiration of Certification/Renewal Requirements. Certifications for most Programs expire three (3) years after issuance and must be renewed in accordance with the renewal criteria for the relevant Program as set forth on the CMMI Institute website: <http://certification.cmmiinstitute.com/>. Notwithstanding anything in this Agreement to the contrary, the CMMI Institute has the right to refrain from granting or renewing your Certification if the CMMI Institute finds that your Certification or use of the Marks will adversely affect the CMMI Institute.

4 TERM AND TERMINATION

Term. This Agreement becomes effective when you submit a Certification Program application, accessing or using a CMMI Institute Certification Program benefit, name, or logo, you are accepting the current version of this agreement, the guidelines (as defined below), and any other applicable terms. Your certifications shall become effective on the date on which you receive notice from the CMMI Institute that you have met all the requirements necessary to receive Certification in a particular Program and shall continue in effect until all of your CMMI Institute Certifications have expired or have been revoked, subject to suspension as provided below.

5 SUSPENSION OF CERTIFICATION

- (a) Causes for Suspension. The CMMI Institute may suspend one or more of your Certifications, upon written notice to you, effective as of the date specified in such notice, if:
 - (i) The CMMI Institute determines, in its sole discretion, that the quality of your delivery of CMMI Institute services does not meet the quality guidelines for the relevant Program.
 - (ii) You have failed to follow the program policies, procedures, and methods as specified by the Program; or
 - (iii) You are delinquent in the payment of any fees due to the CMMI Institute; or
 - (iv) You are no longer sponsored by a Partner Network organization; or
 - (v) You are in breach of any of the terms of this Agreement and you fail to cure such breach within fifteen (15) days after written notice from the CMMI Institute.
- (b) Effect of Suspension. Upon the effective date of your suspension, all of your rights to deliver CMMI Institute services under the relevant Program shall be suspended and you shall be prohibited from delivering those services unless and until your suspension is lifted by the CMMI Institute. In addition, the CMMI Institute shall notify your sponsoring Partner Network organization of your suspension.
- (c) Remediation. If one or more of your Certifications is suspended:

- (i) Within fifteen (15) days of the CMMI Institute's notice of suspension to you, CMMI Institute will furnish you with an outline of remedial actions that you must take in order for the CMMI Institute to consider lifting your suspension; and
- (ii) Promptly after your receipt of such remedial action outline, you must notify the CMMI Institute that you will begin such remedial actions specified and that you will complete such actions within the designated time frame.
- (iii) If the CMMI Institute, in its sole discretion, is satisfied with the remedial actions taken by you, the CMMI Institute may lift the suspension of your Certification by written notice to you.

6 REVOCATION OF CERTIFICATION and TERMINATION OF AGREEMENT

- (a) Termination without Cause. Either party may terminate this Agreement at any time, with or without cause, with written notice to the other party on thirty (30) calendar day's prior to the date specified in such notice.
- (b) Termination and Revocation of a Certification for Cause. The CMMI Institute may terminate this Agreement and revoke a Certification of any individual upon written notice on any of the following events effective as of the date specified in such notice, if:
 - (i) While under suspension, you fail to complete the recommended remedial actions to the satisfaction of the CMMI Institute; or
 - (ii) you have failed to follow the policies, procedures, and methods as specified by; or
 - (iii) you have had one or more Certifications (whether for the same or different Programs) suspended two (2) times prior to the recent event requiring suspension; or
 - (iv) you have participated in any action that compromises the integrity and confidentiality of any examination or the relevant Program quality component, including but not limited to a breach of the COPC. In the event that revocation is due to a violation of the COPC, your Certifications in all CMMI Institute Certification Programs shall be revoked.
- (c) Effect of Revocation. Upon the effective date of your revocation:
 - (i) Your right to deliver CMMI Institute services under the relevant Program is terminated; and
 - (ii) your right to use the Marks relating to the relevant Program is terminated; and
 - (iii) your right to use the credential "CMMI Institute-Certified" (relating to the relevant Program) is terminated; and
 - (iv) your name will be removed from the Partner Directory as an CMMI Institute-Certified individual of the relevant Program; and

- (v) in the event revocation is due to a violation of the COPC, your Certifications in all Programs shall be revoked and you shall be barred from applying for CMMI Institute Certification for any Program in the future.

7 REVIEW AND APPEALS PROCESS

In the event that your Certification is suspended or revoked, you may be permitted to appeal such suspension or revocation depending on the Certification Program being suspended or revoked. In such event, you must follow the review and appeal procedures applicable to the relevant Certification Program as set forth on the CMMI Institute web site.

8 CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP

- (a) Confidentiality.
You agree to retain in confidence all information and know-how obtained from the CMMI Institute during the Certification process and during your tenure as an CMMI Institute-Certified individual. This information includes, but is not limited to, certification materials and exam questions. You agree that the contents of all Certification exams are confidential and that the disclosure of any such information would compromise the integrity of the Program and of Certifications and, therefore, any such disclosure may result in the revocation of your Certification or Certifications, in addition to all other legal and equitable actions available to the CMMI Institute. Your obligations of confidentiality hereunder shall survive the expiration or termination of this Agreement.
- (b) Intellectual Property Ownership. CMMI Institute retains all rights, title and interest in and to all Programs and related information, content, data, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein.
- (c) Use of Marks. Subject to the terms and conditions of this Agreement, the CMMI Institute grants to you a non-exclusive and non-transferable license to use the Marks relating to the Program Certification(s) that you have earned in accordance with the guidelines set forth on the CMMI Institute website. You may not use any such Marks until the CMMI Institute has notified you in writing that you have achieved Certification status for the particular Certification Program or Programs.

9 LIMITATION OF LIABILITY/INDEMNIFICATION

- (a) ANY AND ALL INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY AND OTHER PROPERTY AND RIGHTS GRANTED AND/OR PROVIDED BY CMMI INSTITUTE TO YOU ARE GRANTED AND/OR PROVIDED ON AN "AS IS" BASIS. THE CMMI INSTITUTE MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CMMI INSTITUTE DOES NOT MAKE ANY WARRANTY OF ANY KIND RELATING TO EXCLUSIVITY, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, FREEDOM FROM PATENT, TRADEMARK AND COPYRIGHT INFRINGEMENT AND/OR FREEDOM FROM THEFT OF TRADE SECRETS. YOU ARE PROHIBITED FROM MAKING ANY EXPRESS OR IMPLIED WARRANTY TO ANY THIRD PARTY ON BEHALF OF CMMI INSTITUTE RELATING TO ANY CMMI INSTITUTE PROGRAMS, MATERIALS OR PRODUCTS.

THE CMMI INSTITUTE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY BREACH OF THIS AGREEMENT) FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF CMMI INSTITUTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES.

- (b) Indemnification. You agree to defend, indemnify and hold harmless CMMI Institute and its trustees, officers, employees, attorneys and agents from and against any and all liability, damage, loss or expense (including reasonable attorney's fees and expenses) incurred by or imposed upon any of CMMI Institute and/or its trustees, officers, employees, attorneys and agents in connection with any claim, suit, action or demand arising out of or relating to any exercise of any right or license granted or provided to you under this Agreement or and Certification Program under any theory of liability (including without limitation, actions in the form of tort, warranty, or strict liability, or violation of any law, and regardless of whether such action has any factual basis).

10 ASSIGNMENTS

You may not assign any rights, licenses or obligations received under this Agreement. Any attempted assignment in violation of this Agreement shall be null and void and without effect.

11 MISCELLANEOUS

- (a) Waiver and Modification. You waive any right to challenge the validity and enforceability of this Agreement on the grounds that it was transmitted and entered into electronically. You agree that entering into the Agreement electronically is equivalent to signing the Agreement. Failure by either of us to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by both you and the CMMI Institute.
- (b) Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.
- (c) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws provisions.
- (d) Disputes. To dispute any decision of the CMMI Institute regarding revocation or suspension of Certification, you must exhaust the review and appeals procedures for the relevant Certification Program. Thereafter, all claims and/or controversies of every kind and nature arising out of or relating to this Agreement shall be settled (1) at CMMI Institute's election, by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and, in such case (a) the arbitration proceedings shall be conducted before a panel of three arbitrators, with each party selecting one

disinterested arbitrator from a list submitted by the AAA and the two disinterested arbitrators selecting a third arbitrator from the list, (b) each party shall bear its own costs of arbitration, (c) all arbitration hearings shall be conducted in Allegheny County, Pennsylvania, and (d) the provisions hereof shall be a complete defense to any suit, action or proceeding instituted in any Federal, state or local court or before any administrative tribunal with respect to any claim or controversy arising out of or relating to this Agreement and which is arbitrable as provided in this Agreement, provided that either party may seek injunctive relief in a court of law or equity to assert, protect or enforce its rights in any intellectual property and/or proprietary or confidential information as described in this Agreement, or (2) in the event that CMMI Institute does not elect binding arbitration as permitted in point (1) above, exclusively in the United States District Court for the Western District of Pennsylvania or, if such Court does not have jurisdiction, in any court of general jurisdiction in Allegheny County, Pennsylvania and each party consents to the exclusive jurisdiction of any such courts and waives any objection which such party may have to the laying of venue in any such courts.

- (e) Notices. It is your responsibility to maintain a current address with the CMMI Institute. All notices required to be given to you under this Agreement will be delivered to the last address that you provide to the CMMI Institute.
- (f) Entire Agreement. This Agreement is the complete agreement regarding the Certification(s) obtained by you and replaces any prior oral or written communications between the CMMI Institute and you.
- (g) Assignment. You will not assign, transfer, or sublicense this Agreement, or any right granted under this Agreement, in any manner. Any attempted assignment, transfer, or sublicense, by operation of law or otherwise, will be null and void.