

CMMI CERTIFICATION PROGRAM AGREEMENT

1 PURPOSE

CMMI Institute, LLC (“CMMI Institute”) administers the Capability Maturity Model Integration framework (“CMMI”) and grants certifications to individuals who demonstrate proficiency in a specific set of skills, abilities, and knowledge relative to a particular CMMI-related role or content area.

This CMMI Certification Program Agreement ("Certification Agreement") is an agreement between you ("you" or "your") and CMMI Institute. The terms and conditions of this Agreement apply to those participating in the CMMI Certification Program, including taking any CMMI exam, access to and use of any CMMI Certification Program benefit, receipt of a CMMI Certification Credential, or any CMMI Certification Logo that is made available to you as part of the program.

When you submit a Certification Program application, or access or use a CMMI Certification Program benefit, name, or logo, you are accepting the terms and conditions of this Certification Agreement, the CMMI Guidelines and Program (as defined below), and any other applicable terms set forth at the CMMI Institute Website or otherwise provided by CMMI Institute to you for your CMMI Certification.

2 DEFINITIONS

- 2.1 “CMMI Certification(s)”** means the status achieved when an individual has completed one or more of the CMMI Certification Programs offered by CMMI Institute (listed on the CMMI Institute website at <https://cmmiinstitute.com/learning/certifications>) and maintains compliance with all of the requirements of the applicable CMMI Certification Program.
- 2.2 “CMMI Certified”** describes an individual who has successfully met the requirements for obtaining and maintaining a CMMI Certification as set forth in Section 3.
- 2.3 “CMMI Certification Program(s)”** means collectively, one or more of the certification programs offered by CMMI Institute related to CMMI under this Agreement as reflected on the CMMI Institute website at <https://cmmiinstitute.com/learning/certifications> whereby a person may obtain a CMMI Certification.
- 2.4 “CMMI Code of Professional Conduct” or “COPC”** means the set of requirements and practices established by CMMI Institute which CMMI professionals, and for those operating under license or other applicable agreement with CMMI Institute must comply with, which includes the profession-wide behavioral standards to which the CMMI community holds itself accountable, as updated by CMMI Institute from time to time.
- 2.5 “CMMI Guidelines and Program”** means the guidelines and program documents that state the requirements for participating in CMMI-related activities or any CMMI Certification Program as published by CMMI Institute. The CMMI Guidelines and Program are published

at <https://cmmiinstitute.com> or at other locations designated by CMMI Institute, in its sole discretion, and as updated from time.

- 2.6 “CMMI Marks”** means any trademark, trade name, service mark, domain name, social media account or other identifier owned or licensed by CMMI Institute relating to CMMI, or which indicates CMMI is the source of any goods, services, or content.
- 2.7 “CMMI Partner”** means an organization that is licensed by CMMI Institute to use certain CMMI Institute intellectual property and materials and to deliver certain CMMI-related courses and/or services as an intermediary of CMMI Institute. Despite the term "partner," each CMMI Partner operates under a written license agreement with CMMI Institute and is not a legal partner of CMMI Institute. Nothing in the written agreement between any CMMI Partner and CMMI Institute or its predecessors, creates or shall be construed to create a partnership or joint venture between any such organization and CMMI Institute.
- 2.8 “CMMI Website”** means the website located at <https://cmmiinstitute.com> and/or any other website subsequently designated by CMMI Institute.

3 CERTIFICATION PROGRAMS

- 3.1 Obtaining CMMI Certification.** To obtain a CMMI Certification and to identify yourself as having achieved the corresponding CMMI Certification, you must:
- 3.1.1** pass all required exams and satisfy all requirements for the applicable CMMI Certification Program(s), including payment of relevant fees and sponsorship by a CMMI Partner in good standing;
 - 3.1.2** accept and agree to comply with the terms and conditions in the Certification Agreement;
 - 3.1.3** accept and agree to comply with all CMMI Guidelines and Program requirements; and
 - 3.1.4** accept and agree to comply with the COPC.
- 3.2 Certification Exams.** CMMI Certification exams, including exam questions and answers thereto (collectively, “Exam Materials”), constitute CMMI Institute confidential information and are protected by trade secret law. Exam Materials may not be disclosed to or discussed with others or posted or published in any forum or through any medium without prior written permission from CMMI Institute. Anyone engaging in the unauthorized use of the Exam Materials or otherwise engaging in fraudulent behavior related to a CMMI Certification exam or the Exam Materials may be decertified and terminated from the CMMI Certification Program, up to and including the termination or revocation of existing CMMI Certifications and/or the temporary or permanent suspension of eligibility to participate in the CMMI Certification Program as detailed in sections 5 and 6 of this agreement.
- 3.3 Maintaining CMMI Certification.** To maintain a CMMI Certification and to continue to identify yourself as having achieved the corresponding CMMI Certification, you must renew

your CMMI Certification in accordance with the renewal criteria for the relevant CMMI Certification Program as set forth on the CMMI Website (<https://cmmiinstitute.com/learning/certifications>) or other location designated by CMMI Institute and as updated from time to time. At each renewal, you must attest to:

- 3.2.1** the terms and conditions of the Certification Agreement,
- 3.2.2** compliance with the CMMI Guidelines and Program requirements,
- 3.2.3** compliance with the COPC
- 3.2.4** adherence to any other requirements for certification renewal as defined in the appropriate renewal policy for the certification(s) held, including payment of fees and sponsorship by a CMMI Partner, as applicable.

3.4 Additional Terms. Certain CMMI Certification Program benefits may have additional terms, conditions, and/or licenses. You agree to adhere to these additional terms and conditions in exchange for your use or access to any CMMI Certification Program benefit..

3.5 Issuance of Certificate. Once you have met all criteria for the relevant CMMI Certification Program, including the acceptance of this Certification Agreement, CMMI Institute will make a CMMI Certification program certificate (or certificates) available to you demonstrating that you are CMMI Certified.

Expiration of Certification/Renewal Requirements. CMMI Certifications must be renewed in accordance with the renewal criteria for the relevant CMMI Certification Program as set forth on the CMMI Website at <https://cmmiinstitute.com/learning/certifications> or other location designated by CMMI Institute and as updated from time to time. Notwithstanding anything in this Certification Agreement to the contrary, CMMI Institute has the right, in its sole discretion, to refrain from granting or renewing your CMMI Certification for any reason.

4 TERM AND TERMINATION

4.1 Certification Agreement Term. This Agreement becomes effective when you register for a CMMI exam and submit a CMMI Certification Program application and remains in effect until the expiration, suspension, or termination of the corresponding CMMI Certification as set forth herein.

4.2 CMMI Certification Term. Your CMMI Certification is effective on the date you receive notice from CMMI Institute that you have met all the requirements necessary to receive a CMMI Certification in a particular CMMI Certification Program and shall continue in effect unless your CMMI Certification(s) has expired, has been revoked, or is subject to suspension per Section 5 or termination per Section 6 below.

5 SUSPENSION OF CERTIFICATION

- 5.1 Suspension.** CMMI Institute may, in its sole discretion, suspend one or more of your CMMI Certifications, upon written notice to you, effective as of the date specified in such notice, if any one of the following occurs:
- 5.1.1** You fail to follow the program policies, procedures, and methods as specified by the relevant CMMI Certification Program, including the requirements for the quality of the services delivered;
 - 5.1.2** CMMI Institute receives a quality or ethics complaint which has been deemed to have merit;
 - 5.1.3** You are delinquent in the payment of any fees due to CMMI Institute;
 - 5.1.4** You are no longer primarily sponsored by a CMMI Partner; or
 - 5.1.5** You are in breach of any of the terms of this Certification Agreement.
- 5.2 Effect of Suspension.** If your CMMI Certification is suspended, all your rights to deliver CMMI services under the relevant CMMI Certification shall be suspended, and you shall be prohibited from delivering those services or identifying yourself as having the applicable CMMI Certification(s) unless and until your suspension is lifted by CMMI Institute. In addition, CMMI Institute shall notify your sponsoring CMMI Partner of the suspension of your CMMI Certification.
- 5.3 Remediation.** If one or more of your CMMI Certifications is suspended:
- 5.3.1** If remediation is required during suspension, CMMI Institute will furnish you with an outline of remedial actions that you must take for CMMI Institute to consider lifting the suspension of your CMMI Certification.
 - 5.3.2** Promptly after your receipt of such remedial action outline, you must notify CMMI Institute that you will begin such remedial actions specified and that you will complete such actions within the designated time frame.
 - 5.3.3** You must notify CMMI Institute of successful completion of your remedial actions and provide any requested information or documentation evidencing such actions to CMMI Institute for review.
 - 5.3.4** If CMMI Institute, in its sole discretion, is satisfied with the remedial actions taken by you, then CMMI Institute may lift the suspension of your CMMI Certification and shall provide written notice of such to you.

6 TERMINATION OR REVOCATION OF CERTIFICATION AGREEMENT AND CERTIFICATION

- 6.1 Termination without Cause.** Either party may terminate this Certification Agreement at any time, with or without cause, with written notice to the other party on thirty (30) calendar days prior to the date specified in such notice.
- 6.2 Effect of Termination.** Upon the effective date of termination of this Certification Agreement:
- 6.2.1** your right to deliver CMMI services under the relevant CMMI Certification Program is immediately terminated;

- 6.2.2 your right to use the credential “CMMI-Certified” (relating to the relevant CMMI Certification Program) is terminated; and
- 6.2.3 your name will be removed from the CMMI Partner Directory as a CMMI-Certified individual of the relevant CMMI Certification Program.

6.3 Termination and Revocation of a Certification for Cause. CMMI Institute may terminate this Certification Agreement and/or immediately 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:

- 6.3.1 while under suspension, you fail to complete the recommended remedial actions to the satisfaction of CMMI Institute or ISACA; or
- 6.3.2 you have failed to follow the policies, procedures, and methods as specified by CMMI Institute; or
- 6.3.3 you have participated in any action that compromises the integrity and confidentiality of any examination or the relevant CMMI Certification Program quality component, including but not limited to a breach of the COPC. If revocation is due to a violation of the COPC, all your CMMI Certifications shall be revoked.

6.4 Effect of Revocation. Upon the effective date of the revocation of a CMMI Certification:

- 6.4.1 your right to deliver CMMI services under the relevant CMMI Certification Program is immediately terminated,
- 6.4.2 your right to use the credential “CMMI-Certified” (relating to the relevant CMMI Certification Program) is terminated,
- 6.4.3 your name will be removed from the CMMI Partner Directory as a CMMI-Certified individual of the relevant CMMI Certification Program,
- 6.4.4 in the event revocation is due to a violation of the COPC, all of your CMMI Certifications shall be revoked, and you shall be barred from applying for CMMI Certification for any CMMI Certification Program in the future.

7 REVIEW AND APPEALS PROCESS

If your CMMI Certification is suspended or revoked, you may be permitted to appeal such suspension or revocation. In such an event, you must follow the review and appeal procedures applicable to the relevant CMMI Certification Program as set forth on the CMMI Website or other location designated by CMMI Institute and as updated from time to time.

8 CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP

8.1 Confidentiality. You agree to retain in confidence all information and benefits obtained from CMMI Institute, its licensors, and its affiliates during the CMMI Certification process and during your tenure as a CMMI-Certified individual. This information includes, but is not limited to, certification materials and Exam Materials. You agree that the contents of all CMMI Certification exams are confidential, and that the disclosure of any such information would compromise the integrity of the CMMI Certification Program and of CMMI Certifications and,

therefore, any such disclosure may result in the termination of this Certification Agreement and revocation of your CMMI Certification, in addition to all other remedies available to CMMI Institute, or its licensors and affiliates in law or equity. Your obligations of confidentiality hereunder shall survive the expiration or termination of this Agreement.

- 8.2 Intellectual Property Ownership.** CMMI Institute retain all rights, title and interest in and to CMMI and all CMMI Certification Programs and related information, content, data, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein.

9 LIMITATION OF LIABILITY AND INDEMNIFICATION

- 9.1 LIMITATION OF LIABILITY.** ANY AND ALL INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY AND OTHER PROPERTY AND RIGHTS GRANTED AND/OR PROVIDED BY CMMI INSTITUTE OR ITS AFFILIATES TO YOU ARE GRANTED AND/OR PROVIDED ON AN "AS IS" BASIS. NEITHER CMMI INSTITUTE NOR ITS AFFILIATES MAKE ANY 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, NEITHER CMMI INSTITUTE NOR ITS AFFILIATES MAKES 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 OR ITS AFFILIATES RELATING TO ANY CMMI INSTITUTE OR ITS AFFILIATES' PROGRAMS, MATERIALS OR PRODUCTS.

NEITHER CMMI INSTITUTE NOR ITS AFFILIATES SHALL 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 OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAVE OR GAIN KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES.

- 9.2 Indemnification.** You agree to defend, indemnify and hold harmless CMMI Institute and its affiliates or subsidiaries, and their directors, officers, employees, attorneys and agents (the "CMMI Indemnified Parties") 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 Indemnified Party in connection with any claim, suit, action or demand arising out of or relating to this Certification Agreement or any CMMI 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. CMMI Institute may freely assign this Certification Agreement.

11 MISCELLANEOUS

- 11.1 Waiver and Modification.** You waive any right to challenge the validity and enforceability of this Certification Agreement on the grounds that it was transmitted and entered into electronically. You agree that entering into the Certification Agreement electronically is equivalent to signing the Certification Agreement. Failure by either of us to enforce any provision of this Certification 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 Certification Agreement will be effective only if in writing and signed by both you and CMMI Institute.
- 11.2 Headings.** The headings of the sections of this Certification Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.
- 11.3 Severability.** If a court of competent jurisdiction finds any provision of this Certification Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the provision, and the remainder of this Certification Agreement will continue in full force and effect.
- 11.4 Governing Law.** This Agreement shall be governed by the laws of the State of Illinois without regard to its conflicts of laws provisions.
- 11.5 Disputes.** To dispute any decision of CMMI Institute regarding revocation or suspension of a CMMI Certification, you must exhaust the review and appeals procedures for the relevant CMMI Certification Program. Thereafter, all claims and/or controversies of every kind and nature arising out of or relating to this CMMI 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 Cook County, Illinois, 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 Certification 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 Northern District of Illinois or, if such Court does not have jurisdiction, in any court of general jurisdiction in Cook County, Illinois 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.

11.6 Notices. It is your responsibility to maintain a current email address with CMMI Institute. All notices required to be given to you under this Agreement will be delivered to the last email address that you provide to CMMI, LLC or its predecessors.

11.7 Entire Agreement. This Certification Agreement is the complete agreement regarding the CMMI Certification(s) obtained by you and replaces any prior oral or written communications between CMMI Institute and you. Upon execution of this Certification Agreement, it supersedes all previous certification agreements entered into by you and CMMI Institute and/or its predecessors or affiliates.