

SOFTWARE ENGINEERING INSTITUTE CERTIFICATION AGREEMENT

1 PURPOSE

The Software Engineering Institute (“SEI”) is a Federally Funded Research and Development Center operated by Carnegie Mellon University that performs work under a contract sponsored by the United States Department of Defense. As part of its work, the SEI identifies, develops and advocates practices for developing, acquiring, and delivering high quality software products and services and protecting networked systems. In furtherance of its mission to transition technology, the SEI grants certifications to individuals who demonstrate proficiency in a specific set of skills, abilities and knowledge relative to a particular technology area.

You desire to become SEI-Certified with respect to one or more Programs (as defined herein) and agree to be legally bound by the terms and conditions contained in this Certification Agreement (this “Agreement”).

2 DEFINITIONS

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

3 CERTIFICATION

- (a) Certification Requirements. In order to obtain and maintain Certification, you must:
 - (i) Follow the application process and pay the requisite fee for the relevant Program as described on the SEI website at <http://www.sei.cmu.edu/certification/> 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 SEI website at <http://www.sei.cmu.edu/certification/>. SEI reserves the right to change the Program and/or the Program's requirements at any time without cause and without notice. SEI also reserves the right to discontinue any Program for any reason at any time; and
 - (iii) Agree in writing to abide by the SEI's Code of Professional Conduct ("COPC"), a copy of which has been provided to you and is set forth on the SEI website at <http://www.sei.cmu.edu/partners/copc.html>; and
 - (iv) Remain sponsored by an SEI Partner (if applicable); and
 - (v) Abide by the quality guidelines for the relevant Program as set forth on the SEI website at <http://www.sei.cmu.edu/certification/governance.html>; and
 - (vi) Execute or electronically accept the terms of this Certification Agreement and any new versions or updates to such Certification Agreement at such times as the SEI may request.
- (b) Issuance of Certificate. Once you have met all of the criteria for the relevant Program or Programs, including the acceptance of this Agreement, the SEI will issue a Certificate or Certificates to you evidencing that you are SEI-Certified for the particular Program or Programs.
- (c) 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 SEI website at <http://www.sei.cmu.edu/certification/>. Notwithstanding anything in this Agreement to the contrary, the SEI has the right to refrain from granting or renewing your Certification if the SEI believes that your Certification or use of the Marks will adversely affect the SEI.

4 TERM AND TERMINATION

Term. This Agreement becomes effective when you submit a signed form or click the "I agree" button. Your certifications shall become effective on the date on which you receive notice from the SEI that you have met all the requirements necessary to receive Certification in a particular Program and shall continue in effect until all of your SEI Certifications have expired or have been revoked, subject to suspension as provided below.

5 SUSPENSION OF CERTIFICATION

- (a) Causes for Suspension. The SEI 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 SEI determines, in its sole discretion, that the quality of your delivery of SEI services does not meet the quality guidelines for the relevant Program as set forth on the SEI website at <http://www.sei.cmu.edu/certification/governance.html> or
 - (ii) You have failed to follow the policies, procedures, and methods as specified by the Program; or
 - (iii) You are delinquent in the payment of any fees due to the SEI; or
 - (iv) You are no longer sponsored by an SEI Partner (if applicable); 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 SEI.
- (b) Effect of Suspension. Upon the effective date of your suspension, all of your rights to deliver SEI 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 SEI. In addition, the SEI shall notify your sponsoring SEI Partner of your suspension.
- (c) Remediation. If one or more of your Certifications is suspended:
- (i) Within fifteen (15) days of the SEI's notice of suspension to you, SEI will furnish you with an outline of remedial actions that you must take in order for the SEI to consider lifting your suspension; and
 - (ii) Promptly after your receipt of such remedial action outline, you must notify the SEI that you will begin such remedial actions specified and that you will complete such actions within the designated time frame.
 - (iii) If the SEI, in its sole discretion, is satisfied with the remedial actions taken by you, the SEI may lift the suspension of your Certification by written notice to you.

6 REVOCATION OF CERTIFICATION

- (a) Causes for Revocation. The SEI may revoke one or more of your Certifications, upon written notice to you, 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 SEI; or
 - (ii) You have failed to follow the policies, procedures, and methods as specified by the Program; 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 SEI Programs shall be revoked.
- (b) Effect of Revocation. Upon the effective date of your revocation:
- (i) Your right to deliver SEI 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 “SEI-Certified” (relating to the relevant Program) is terminated; and
 - (iv) Your name will be removed from the SEI Partner Directory as an SEI-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 SEI 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. In such event, you must follow the review and appeal procedures applicable to the relevant Program as set forth on <http://www.sei.cmu.edu/certification/governance.html>.

8 CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP

- (a) Confidentiality. You agree to retain in confidence all information and know-how obtained from the SEI during the Certification process and during your tenure as an SEI-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 SEI. Your obligations of confidentiality hereunder shall survive the expiration or termination of this Agreement.

- (b) Intellectual Property Ownership. SEI 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 SEI 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 <http://www.sei.cmu.edu/about/legal-trademarks.html>. You may not use any such Marks until the SEI has notified you in writing that you have achieved Certification status for the particular 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 SEI TO YOU ARE GRANTED AND/OR PROVIDED ON AN "AS IS" BASIS. SEI 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, SEI 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 SEI RELATING TO ANY SEI PROGRAMS, MATERIALS OR PRODUCTS.

SEI 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 SEI 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 SEI and its trustees, officers, employees, attorneys and agents from and against any and all liability, damage, loss or expense (including reasonable attorneys fees and expenses) incurred by or imposed upon any of SEI 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 SEI.
- (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 SEI regarding revocation or suspension of Certification, you must exhaust the review and appeals procedures for the relevant 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 SEI'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 SEI 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

