



CDVP2.1 TRAINER CREDENTIAL SUPPLEMENTAL TERMS

These CDVP2.1 Trainer Credential Supplemental Terms (“**CDVP2.1 Trainer Credential Supplemental Terms**”) supplement the Services Subscription Agreement (or otherwise agreed by the parties) (the “**Agreement**”) and apply to specific aspects of the CDVP2 credential program designed for trainers as described herein. These CDVP2.1 Trainer Credential Supplemental Terms apply to Subscribers who have requested to participate in a DVA Course that, if successfully completed and subject to Subscriber’s compliance with the terms and conditions of these CDVP2.1 Trainer Credential Supplemental Terms and the requirements of the Program (as defined below), will result in the issuance of a Credential (as defined below) related to the subject matter of that DVA Course.

Capitalized terms used and not defined herein have the meanings given to them in the Agreement. Notwithstanding anything to the contrary in Your agreement with Us, DVA reserves the right, at its sole discretion, to update the Supplemental Terms detailed below as needed to accommodate development of new features and functionality.

PLEASE READ THESE CDVP2.1 TRAINER CREDENTIAL SUPPLEMENTAL TERMS CAREFULLY. BY SELECTING “AGREE,” REGISTERING FOR ANY CREDENTIAL PROGRAM COURSE, PARTICIPATING IN THE PROGRAM, OR OTHERWISE INDICATING YOUR AGREEMENT, YOU ARE CONSENTING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE CDVP2.1 TRAINER CREDENTIAL SUPPLEMENTAL TERMS AS AN INDIVIDUAL PROGRAM CANDIDATE. IF YOU DO NOT WISH TO BE BOUND BY THESE CDVP2.1 TRAINER CREDENTIAL SUPPLEMENTAL TERMS, OR DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN, DO NOT SELECT “AGREE,” DO NOT REGISTER FOR ANY CREDENTIAL PROGRAM COURSE, DO NOT PARTICIPATE IN THE PROGRAM, AND DO NOT OTHERWISE TAKE ANY ACTION THAT MIGHT BE CONSTRUED AS INDICATING YOUR AGREEMENT.

THE RIGHTS GRANTED TO YOU UNDER THESE CDVP2.1 TRAINER CREDENTIAL SUPPLEMENTAL TERMS SHALL NOT BE EFFECTIVE UNTIL YOU HAVE SUCCESSFULLY COMPLETED ALL REQUIREMENTS FOR PARTICIPATION IN THE PROGRAM, INCLUDING COMPLETION OF ALL PRE-REQUISITES, EVALUATION BY DVA OR ITS DESIGNATED REPRESENTATIVE, AND PAID THE CERTIFICATION FEE.

1. DEFINITIONS.

- a. “**Documentation**” as previously defined in **Section 21** of the Agreement, also includes all information that relates to the Program created by DVA or on its behalf by any third party in any medium now in existence or yet to be conceived including, but not limited to, diagrams, spreadsheets, outlines, study guides, workbooks, presentation slides, manuals, white papers, audio and/or visual recordings or presentations, images, and any other similar items, regardless of if tangible or intangible.
- b. “**DVA Certification**” means passing the requisite evaluation, and meeting and maintaining compliance with all certification or recertification requirements, to use the corresponding Credential.
- c. “**DVA Certification Credential**” or “**Credential**” means the full or abbreviated title of a specific DVA Certification that is used to signify an individual’s compliance with the requirements for a specific DVA Certification.
- d. “**Evaluation**” means an evaluation administered by DVA or its designated representative designed to help validate an individual’s skills for a particular DVA Certification that is the subject of the Evaluation.
- e. “**Program**” means the CDVP2.1 Trainer certification and credential program.

2. CERTIFICATION.

- a. **Obtaining a DVA Certification.** To obtain and maintain a DVA Certification, You must:
 - i. Pass the required Evaluation and satisfy all certification and recertification requirements for the applicable DVA Certification;



- ii. Accept the terms and conditions of these CDVP2.1 Trainer Credential Supplemental Terms;
- iii. Comply with the terms and conditions in the current version of these CDVP2.1 Trainer Credential Supplemental Terms and all Program requirements as specified at <https://datavaultalliance.com/legal/ct-cdvp21-minimum-requirements/>; and,
- iv. Comply with all additional requirements for the applicable DVA Certification.

b. Changes to DVA Certification Requirements. DVA may, in its sole discretion, change the DVA Certification requirements (both initial and continuing) at any time by sending You an email using the email address that You have provided to DVA and/or by posting such changes on its website, available at: <https://datavaultalliance.com/legal/ct-cdvp21-minimum-requirements/>. Any changes to the DVA Certification requirements will be effective as of the date DVA posts such changes or, if we notify You by email, as stated in the email message. Any changes with respect to the continuing DVA Certification requirements shall apply to Your next renewal of the DVA Certification. Your right to use a particular Credential may terminate if You fail to comply with any additional certification or recertification requirements associated with a particular Credential.

c. Violation of These CDVP2.1 Trainer Credential Supplemental Terms. If DVA reasonably believes You violated these CDVP2.1 Trainer Credential Supplemental Terms or engaged in any fraudulent behavior or misconduct that could diminish or compromise the security of integrity of the Program in any way, You may be decertified and terminated from the Program and permanently ineligible to participate in the Program.

3. USE OF DVA CERTIFICATION CREDENTIAL.

a. Grant of Rights. Subject to, and expressly conditioned upon, (i) Your compliance with the terms and conditions of these CDVP2.1 Trainer Credential Supplemental Terms and all Program requirements, (ii) Your successful completion of all current requirements for the applicable DVA Certification, (c) Your continued compliance with all current and applicable certification and recertification requirements, and (d) Your acceptance of the terms and conditions of these CDVP2.1 Trainer Credential Supplemental Terms, DVA hereby grants You the right to use the Credential, and to the extent depicted on the Credential, the associated DVA name, copyright, trademark, or logo, for which You have obtained a DVA Certification. Your right to use the Credential and any associated DVA Intellectual Property Right shall be subject to the guidelines provided to You from time to time by DVA, the Program requirements, and these CDVP2.1 Trainer Credential Supplemental Terms, including the use restrictions set out in **Section 3(b)** below. If DVA awards You a Credential, You will be permitted to use such Credential designation for the term set forth herein as long as You remain in compliance with the requirements set forth in these CDVP2.1 Trainer Credential Supplemental Terms.

b. Use Restrictions. You may not use, or reproduce, the Credential, and to the extent depicted on the Credential, the associated DVA name, copyright, trademark, or logo, in any manner whatsoever other than as described in these CDVP2.1 Trainer Credential Supplemental Terms. Additionally, You shall not engage in any of the following:

- i. directly or indirectly take, omit to take, permit any action, or make any statement(s) which disparages, may dilute, tarnish, or bring into disrepute the reputation of or goodwill associated with DVA, DVA's trademarks, the Credential, or the Program;
- ii. resell, modify, or exploit the Credential and the associated DVA name, copyright, trademark, or logo, DVA's trademarks, or the Documentation in any way that infringes upon the Intellectual Property Rights of DVA, or which violates these CDVP2.1 Trainer Credential Supplemental Terms, the Program requirements, or applicable law; or,
- iii. exert any ownership or other Intellectual Property Rights in the Credential or the associated DVA name, copyright, trademark, or logo, DVA's trademarks, the Documentation, any element of the Program, or any confusingly similar marks or logos with the United States Patent and Trademark Office or elsewhere, or combine the Credential and/or DVA's trademarks with any other word, design, or mark.

c. Modifications to Credential. DVA may update, modify, or revise the Credential or DVA's trademarks in its sole discretion. If DVA makes such modifications, then upon notice to You from DVA, You shall cease use of all outdated Credential(s) and DVA trademarks and shall update all Credential(s) and DVA trademarks



in any documentation, hard copy, or electronic materials, including, but not limited to, resumes, CVs, public profiles, business cards, and social medial accounts.

- d. **Ownership.** You understand and acknowledge that, as between DVA and You, DVA exclusively owns (or uses under license) all right, title, and interest in and to the Credential, DVA trademarks, Documentation, and any and all other components of the Program, including all Intellectual Property Rights therein or associated therewith. Any and all goodwill arising from Your use of the Credential and the DVA trademarks shall inure solely to the benefit of DVA (or its respective licensor). DVA hereby reserves all rights not expressly granted to You under these CDVP2.1 Trainer Credential Supplemental Terms.

4. **PAYMENT OBLIGATIONS.** If You sign up to attend a DVA Certification-related course or pass the required Evaluation and pay the certification fee, the total fees, including applicable tax, are specified in the “check out” and payment interface and must be paid in advance. All payment obligations are final, non-cancelable, and non-refundable (including for any courses that are not successfully completed or passed).

5. TERM; TERMINATION.

- a. **Term of Credential.** Provided You remain in compliance with the terms and conditions of these CDVP2.1 Trainer Credential Supplemental Terms and the requirements for participation in the Program, including payment of the annual certification fee, You are permitted to use the Credential designation for a period of one (1) year from the date DVA provides such Credential to You (the “**Credential Term**”). If You intend to continue using and/or displaying the Credential beyond the Credential Term, You will be required to demonstrate that You have met DVA’s requirements for continued certification in accordance with the terms of these CDVP2.1 Trainer Credential Supplemental Terms and the then-current DVA Certification and Program requirements, which may include payment of the annual certification fee if indicated at <https://datavaultalliance.com/legal/ct-cdvp21-minimum-requirements/>.
- b. **Termination for Cause.** DVA may immediately terminate these CDVP2.1 Trainer Credential Supplemental Terms upon written notice to You on or after the occurrence of any of the following events:
- i. You fail to comply with any and all applicable DVA Certification or recertification requirements;
 - ii. You fail to comply with any of the terms of these CDVP2.1 Trainer Credential Supplemental Terms and all Program requirements;
 - iii. You misrepresent Your Credential(s);
 - iv. You engage in misappropriation or unauthorized disclosure of DVA’s Confidential Information or DVA Intellectual Property Rights;
 - v. You engage in activities prohibited by law; or,
 - vi. You misrepresent Your Credential status, association to DVA, or any other relationship with DVA. Depending in the severity of noncompliance, You may also be decertified and terminated from the Program and permanently ineligible to participate in the Program.
- c. **Automatic Termination.** These CDVP2.1 Trainer Credential Supplemental Terms will automatically terminate if You lose Your status in the Program, such as by failing to meet the applicable recertification requirements, or if DVA cancels the Program.
- d. **Effect of Termination.** If these CDVP2.1 Trainer Credential Supplemental Terms is terminated for any reason, all rights granted to You under these CDVP2.1 Trainer Credential Supplemental Terms and in connection with the Program are immediately terminated. You shall immediately:
- i. Cease all activity relating to the Program;
 - ii. Stop identifying Yourself as a participant in the Program;
 - iii. Cease all use of any Credential, Documentation, DVA’s Intellectual Property Rights, and all other materials or content provided to You in connection with Your participation in the Program and immediately remove the Credential from all electronic and hard copy materials, including but not limited to websites, social media sites and accounts, blogs, email signatures, resumes, and business cards; and,



- iv. Destroy any associated materials, including all Documentation, that You have received or been given access to as part of Your participation in the Program.
- e. **Survival.** The terms of these CDVP2.1 Trainer Credential Supplemental Terms shall survive the termination or expiration of this Agreement to the extent necessary to give effect to such provisions. Such provisions include, but are not limited to, **Sections 3(d), 6(b), 6(c), and 7 – 11.**

6. INTELLECTUAL PROPERTY.

- a. **License Grant.** Subject to these CDVP2.1 Trainer Credential Supplemental Terms' terms and conditions, and to the extent they are made available to You during Your participation in the Program, DVA hereby grants You during the Term a limited, non-exclusive, non-transferable, non-sublicensable worldwide license to use the DVA Intellectual Property Rights solely in connection with the performance of Your obligations in connection with the Program. **In the event You would like a license to use any DVA Intellectual Property Rights in connection with the provision of any service related to the DVA Courses or which would use any Documentation or other DVA Intellectual Property Rights, You must obtain DVA's prior written authorization and may be required to enter into additional service-related agreements with DVA (e.g., the Independent Instructor Supplemental Terms). In the event You make any use of any DVA Intellectual Property Right in excess of this license grant or as authorized expressly authorized in these CDVP2.1 Trainer Credential Supplemental Terms, You may be decertified and terminated from the Program and permanently ineligible to participate in the Program.**
- b. **Reservation of Rights.** DVA hereby reserves all rights not expressly granted to You under these CDVP2.1 Trainer Credential Supplemental Terms. Without limiting the foregoing, all rights granted to You under these CDVP2.1 Trainer Credential Supplemental Terms and subject to DVA's and its Affiliates' (and its and their respective licensors') reserved right to use the DVA Intellectual Property Rights in their respective businesses, including in connection with the promotion, advertising, distribution, and sale of the Program, DVA Courses, or any products or services similar to or competitive therewith, anywhere in the world.
- c. **No Continuing Rights.** On the expiration or earlier termination of these CDVP2.1 Trainer Credential Supplemental Terms: (i) all rights granted under these CDVP2.1 Trainer Credential Supplemental Terms, including **Section 3(a)** and **Section 6(b)**, shall cease immediately; and, (ii) You shall immediately cease all display, advertising, promotion, and use of the DVA Intellectual Property Rights and Credential and shall not thereafter use, advertise, promote, or display any DVA trademark, the Credential, or other DVA Intellectual Property Right or any part thereof that is similar to or confusing with DVA's trademarks, the Credential, or other DVA Intellectual Property Right associated with DVA, the Program, the DVA Courses, or the Documentation.

7. CONFIDENTIALITY.

- a. **Confidential Information.** The definition of "**Confidential Information**," as set forth in **Section 21** of the Agreement, shall be supplemented with respect to these CDVP2.1 Trainer Credential Supplemental Terms to include all content and materials related to the Evaluation, the Program, the DVA Courses, and the Documentation, which shall constitute the Confidential Information of DVA.
- b. **Enforcement.** If You breach or threaten to breach the covenants hereunder, You agree that the damage or imminent damage to DVA may be irreparable and extremely difficult to estimate, making any remedy at law inadequate. Accordingly, if You breach or threaten to breach any covenant in **Section 5** of the Agreement, DVA may seek in all jurisdictions and in all cases without the need to post bond or other security: (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, and (ii) any other legal and equitable relief to which it may be entitled. In addition to injunctive relief, DVA may seek any other relief, including, without limitation, money damages. The remedies provided by this Section are not exclusive or exhaustive but are cumulative of each other and in addition to any other remedies under these CDVP2.1 Trainer Credential Supplemental Terms or at law. **In the event You breach Your confidentiality obligations under these CDVP2.1 Trainer Credential Supplemental Terms, You may be decertified and terminated from the Program and permanently ineligible to participate in the Program.**

- 8. NO WARRANTIES.** DVA DOES NOT GUARANTEE YOUR SATISFACTION WITH THE PROGRAM, YOUR RESULTS, THAT YOUR CREDENTIALS (IF AWARDED) OR THE PROGRAM WILL BE MAINTAINED OR RENEWED, OR THAT YOUR PARTICIPATION IN THE PROGRAM WILL RESULT IN ANY MONETARY OR COMMERCIAL BENEFIT. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE PROGRAM, DVA COURSES, DOCUMENTATION, CREDENTIALS, DVA TRADEMARKS, AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. DVA AND ITS AFFILIATES MAKE NO WARRANTIES REGARDING THE PROGRAM, CREDENTIALS, AND HEREBY DISCLAIM ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. DVA’S AND ITS REPRESENTATIVE’S DECISIONS REGARDING THE PROGRAM, EVALUATION RESULTS, AND THE PROVISIONING OF CREDENTIALS ARE FINAL AND ARE MADE IN DVA’S OR ITS REPRESENTATIVE’S SOLE DISCRETION AND DVA WILL HAVE NO LIABILITY TO YOU FOR SUCH DECISIONS.
- 9. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DVA OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE PROGRAM (WHETHER FOR PROGRAM BENEFITS, TERMINATION, OR OTHERWISE), YOUR CREDENTIALS, FAILURE TO ACHIEVE A DVA CERTIFICATION, OR THE USE OF OR INABILITY TO USE THE CREDENTIALS. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL DVA’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE CDVP2.1 TRAINER CREDENTIAL SUPPLEMENTAL TERMS (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU, YOUR EMPLOYEE, OR A THIRD PARTY ON YOUR BEHALF FOR YOUR PARTICIPATION IN THE PROGRAM IN THE TWELVE (12) MONTHS BEFORE THE CLAIM AROSE.

- 10. INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless DVA, its Affiliates, and its and their respective officers, directors, employees, and representatives, from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) (“**Claim**”) arising out of, in whole or in part, Your negligent acts or omissions related to: (a) Your use of the Credentials, DVA trademarks, and Documentation; or, (b) Your breach of Your obligations under these CDVP2.1 Trainer Credential Supplemental Terms or violation of the Program requirements.

In the event DVA seeks indemnification from You under these CDVP2.1 Trainer Credential Supplemental Terms, DVA will promptly notify You in writing of the Claim(s) brought against DVA for which it seeks indemnification, and, at DVA’s discretion, permit You, through counsel acceptable to DVA, to answer and defend such Claim. You may not settle any Claim on DVA’s behalf without first obtaining DVA’s written permission, which will not be unreasonably withheld or delayed, and You will not publicize the settlement without DVA’s prior written permission. DVA reserves the right, at its option, to assume full control of the defense of such Claim with legal counsel of its choice. If it so undertakes, any settlement of such Claim requiring payment from You will be subject to Your prior written approval. You will reimburse DVA upon demand for any expenses reasonably incurred by DVA in defending such a Claim, including, without limitation, reasonable attorneys’ fees and costs, as well as any judgment on or settlement of the Claim in respect to which the foregoing relates.

11. PRIVACY.

- a. Candidate Personal Information.** As a condition of participating in the Program and gaining access to the Documentation, DVA’s Intellectual Property Rights, and DVA’s Confidential Information, You will be required to provide personal information to DVA. Such personal information will be collected at various instances during Your participation in the Program, including, but not limited to, during registration with our third-party Program providers, Affiliates, Authorized Training Partners, and related service providers (such



as payment processors) and may include Your name, contact information, and a copy of Your government-issued photo identification. This information may be used by DVA, our third-party Program providers, Affiliates, Authorized Training Partners, and related service providers for the purposes of facilitating and administering the Program and Your participation therein, including, but not limited to, processing Your Credential, Evaluation scheduling and delivery, and fee processing. Please refer to DVA's Privacy Notice, posted on our website <https://datavaultalliance.com/legal/privacy-policy/>, for more information about our collection and use of Your personal information, retention policies, and any rights You may have with respect to controlling our use and sharing of Your personal information.

- b. Disclosure of Your Credential and Information Related Thereto.** From time to time, third parties may contact DVA in order to verify Your Credential status. You hereby expressly authorize DVA to disclose information about Your Credential status, including your personal information, to such third parties seeking verification. Further, You acknowledge that DVA may provide third parties access to information regarding Your Credential via a publicly available online search tool, to the extent that such tool is made available by DVA, that is searchable using Your personal information, such as, Your first and last name and/or Your email address.

DVA may use and disclose personal information such as Your name, information about the DVA Courses for which You have registered, Your Credential status, and information regarding Your Evaluation results to administer and facilitate the Program and DVA's related partner programs, such as its Authorized Training Organization program, including Your participation therein or involvement thereto. Without limiting the foregoing, DVA may share information about the DVA Courses for which You have registered, Your Credential status, and information regarding Your Evaluation results with Your employer or the entity paying for Your participation in the Program, and/or the entity to which You are providing service for the purposes of facilitating and improving the Program, and enabling such employer or entity to manage its organization and resources, including, to (i) determine the number and identities of certified personnel in its organization(s), and to (ii) validate the accuracy of the number of its certified personnel.

Some of DVA's partner programs, such as participants in its Authorized Training Organization program, require that partners employ a minimum number of personnel who have completed the DVA Certification and possess certain Credentials. For this reason, the revocation of any Credential may result in loss of partner benefits to that partner. If DVA revokes Your Credential, DVA has the right to notify its partners, whether Your employer or the entity to which You are providing services, and respond to any inquiry by such partners, whether Your employer or such entity, about changes in the status of Your Credential.