

**Information Security Summit Certified Enterprise Resiliency Practitioner
Trainer Application and Agreement**

Section 1 - Trainer Application

Name of Trainer: _____

Trainer's Title: _____

Trainer's Company: _____

Company Address: _____

Trainer's Email Address: _____

Trainer's Phone Number: _____

Trainer's Certifications: _____

Trainer's Years of Relevant Enterprise Resiliency Experience: _____

Section 2 - Authorized Trainers Agreement

BY SUBMITTING AN AUTHORIZED TRAINERS APPLICATION AND A PAYMENT OF ONE THOUSAND DOLLARS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING THE CERP AUTHORIZED TRAINING SERVICES PROGRAM.

This Agreement is entered into between you and Information Security Summit as described below. The terms of this Agreement shall remain in force and apply to any CERP Training Classes you may deliver. Thank you for your interest in being part of our mission of enterprise resiliency and organizational excellence.

Definition

Authorized Training Provider (ATP) – An individual that is authorized by Information Security Summit to provide the CERP Training course as designed by ISS.

Confidential Information - any information that is contained in the ISS CERP Training class or certification examination. Confidential Information, however, does not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of you; (b) you can demonstrate to have had rightfully in your possession prior to disclosure to you by ISS; (c) is independently developed by you without the use of any Confidential Information; or (d) you rightfully obtained from a third party who has the right to transfer or disclose it to you without limitation.

Authorized Trainer Provider Program Overview

The purpose of our Authorized Training Provider (ATP) Program is to identify and support individuals who want to deliver the CERP curriculum to students in a classroom setting. This program is also designed for those who provide training as an independent training business. In order to ensure the program's success, we are requiring all Authorized Training Providers candidates to complete this online application and to pay an annual license fee. The fee must be submitted one this application is approved. All of the criteria in the following sections must be met. They are essential to ensure a strong and successful program which focuses on identifying and supporting business-minded individuals who want to help their organization establish resiliency.

Section 1 – Trainer Requirements

1. The ATP will be a quality and competent instructor and deliver the CERP training in a professional manner. An instructor will be deemed competent and qualify if they meet the follow criteria:

- Must have a minimum of 2 years or experience in delivering instructor-led training programs
- Must have Co-trained the CERP course with an authorized instructor

In addition to the three items mentioned above, the trainer candidate must have a least one of the items listed below:

- Have an active business resiliency or business continuity certification from another provider or hold an active HISP, CISSP, AMBCI, CBCP, BCCP or CRISC certification
- Have taken the CERP training Class and/or received the CERP certification

2. The ATP must adhere to the use of the Information Security Summit logo.

3. The ATP must agree to a quality control observation of classes on a periodic basis as designated by Information Security Summit.

Section 2 - Your Representations

The ATP warrants and represents to ISS that all services provided by the ATP and all business conducted by the ATP as an ISS CERP Authorized Trainer shall; (i) not harm the reputation of ISS or its products; (ii) not employ deceptive, misleading, or unethical practices; (iii) not make any representations, warranties, or guarantees to customers on behalf of ISS; (iv) comply with all applicable federal and local laws and regulations (including, but not limited to laws regulating your professional status and licensing requirements and U.S. export regulations) and all other applicable governmental laws, statutes and regulations; (v) comply with all intellectual property and proprietary rights protections for ISS courseware, development tools, and other products; and (vi) not disassemble, decompile, reverse engineer, or otherwise reduce or seek to derive the object code for ISS software and/or tools to a human readable (source code) form.

Section 3 - Disclaimer of Warranty

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ISS SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES RELATING TO THE TRAINING MATERIAL, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 4 - Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, ISS'S LIABILITY UNDER THESE TERMS AND CONDITIONS IS LIMITED TO THE AMOUNTS PAID FOR THE AUTHORIZED TRAINER PROGRAM FEE. IN NO EVENT SHALL ISS OR ANY AFFILIATE OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, CORRUPTION OF, OR COMPROMISE OF DATA; FAILURE TO ACHIEVE CERTIFICATION, OR USE OF OR INABILITY TO USE THE ISS CERTIFICATION LOGOS. SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OR CONDITIONS, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY COUNTRY, STATE OR PROVINCE.

Section 5 – Indemnification

The ATP agrees that ISS shall have no liability to the ATP or any of the ATP employees, agents, clients or customers and that the ATP shall defend, indemnify, and hold ISS, its affiliates, subsidiary corporations and their respective officers, directors, employees, agents, successors and assigns harmless from and against any and all actions, demands, claims, and/or liabilities (including, but not limited to, personal injury or product liability claims) arising out of: (i) the ATP's use of the ISS Certification Logos and the ISS Certification Signatures in a manner which is in any way inconsistent with the terms of this Agreement; or,

(ii) the performance, promotion, sale, or distribution of the ATP's services as an ISS Authorized Trainer; or (iii) the termination of this Agreement by ISS, pursuant to the terms herein. Some jurisdictions do not allow limitations of liability in certain circumstances (for instance, in the event of death, personal injuries, gross negligence or willful misconduct) so the foregoing indemnity may not apply to you. You may not enter into any third party agreement which would, in any manner whatsoever, affect the rights of, or bind ISS in any manner, without the prior written consent of ISS.

Section 6 - Confidentiality

Anyone obtaining access to the CERP Training Material or Exams or Confidential Information is obligated to maintain the confidentiality of this information. If an individual is caught violating the terms of this provision, he/she will be permanently ineligible for any current or future ISS Certification and shall be decertified from the CERP Certification program and all current certifications associated with it. The ATP agrees to protect ISS's Confidential Information, using at least the same degree of care that one uses to protect one's own confidential and proprietary information of similar importance, but no less than a reasonable degree of care. The ATP agrees to use ISS's Confidential Information for the sole purpose of Training. Notwithstanding any other provision in this Agreement, if you provide any ideas, suggestions or recommendations to ISS regarding ISS's CERP Certification Training Program ("Feedback"), ISS is free to use and incorporate such Feedback in ISS's products, without payment of royalties or other consideration to you, so long as ISS does not infringe on your patents, copyrights or trademark rights in the Feedback. Nothing in this Agreement is intended to grant a license or waive any rights in either party's patents, copyrights or trademarks.

Section 7 - Term and Termination

Either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days' prior written notice to the other party. ISS may terminate this Agreement immediately, including termination and revocation of any Certifications and ISS Certification Signatures to which this Agreement relates, and termination of the ATP's use of the corresponding ISS Certification Logos, upon the occurrence of any one of the following events (each a "Cause"): (i) the ATP fails to comply with any of the terms of this Agreement, including, without limitation, the terms governing the use of the ISS Certification Signatures and Logos; (ii) the ATP misappropriates or discloses any trade secret or Confidential Information of ISS (including, but not limited to, any ISS Certification Exams or Confidential Information with respect to which you are under obligation of confidentiality), or otherwise infringe any other intellectual property right of ISS, or engage in any other activities prohibited by law; (iv) the ATP fails to comply with the applicable continuing certification requirements for the relevant certification; or (v) a government agency, regulatory agency or court finds that services the ATP provided concerning the ISS products to which the certification relates are defective in any way. In the event any of the above occurs, ISS may provide the ATP with written notice of termination of this Agreement. Immediately upon termination of this Agreement, the ATP shall immediately cease all use of any ISS Certification Signature and Logo corresponding to the Certification to which this Agreement relates. ISS's termination under this section shall not prejudice any rights ISS may have under this Agreement or in law, equity or otherwise. Sections 6, 7, 8, 9 and 14 shall survive termination of the Terms and Conditions for any reason.

Section 8 - Relationship of the Parties

The ATP acknowledges that nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between you and ISS or as granting a franchise. The ATP shall not advertise, promote, or suggest in any manner that the trainer or the ATP are employed by, affiliated with, or sponsored by ISS, except to state that you have successfully completed all requirements for your particular ATP standing, including having successfully passed any applicable Exam(s) and any obtained appropriate training.

Section 9 - ISS; Governing Law

IT IS AGREED THAT THESE TERMS AND CONDITIONS ARE GOVERNED BY THE LAWS OF THE STATE AND COUNTRY WHERE ISS IS A REGISTERED ENTITY - THE COUNTRY OF RESIDENCE, AND THE COURTS OF THE RESPECTIVE COUNTRIES WILL HAVE JURISDICTION OVER THE MATTER.

Section 10 - Data Protection

You agree and understand that it may be necessary for ISS to collect, process and use classroom attendance data in order to process Certifications and Exam scores and confirm compliance with ISS's policies and applicable laws. As part of certain ISS Certification Programs, ISS may pass your contact details to its customers or partners who may wish to contact you about training opportunities. Except for

the foregoing, ISS will protect your information and your student's information in accordance with the ISS Privacy Policy. If you wish to have access to the information that ISS holds concerning you or if you want to make changes to that information, contact ISS via email at csso@informationsecuritysummit.org.

Section 11 – General

You may not assign your rights or obligations under these Terms and Conditions. Any unauthorized assignment will be void. ISS will not be liable for performance or delays beyond its reasonable control. A waiver of any breach or default under these Terms and Conditions shall cause ISS to remove the offender from the Authorized Trainer List and fees paid will remain with ISS. These Terms and Conditions, including any additional terms referenced herein, constitute the entire agreement between ISS and you with regard to ISS Training and supersede all prior negotiations, agreements, and understandings with respect to the subject matter, and no addition to or deletion from or modification of any of the provisions hereto shall be binding upon ISS unless made in writing and signed by an authorized representative of ISS. Any term or condition on any other document submitted by you shall be of no force or effect whatsoever, and is specifically rejected. ISS reserves the right to change this Agreement at any time and without notice. Notices of changes to the Agreement will be given by ISS by posting the changes on the ISS Certification Public Web site and will be deemed given when posted. You will have a commercially reasonable time to implement such changes by ISS, not to exceed thirty (30) days.

Benefits of being an Authorized Trainer and Other Considerations

1. The ATP can set his/her own class fees and class schedule. A recommended fee is what it would cost to deliver a two-day training class in your area. All training fees collected by the trainer from the students will remain with the trainer, except where ISS may provide services in support of the training class. These fees will be negotiated by the ATP and ISS prior to each class.
2. The ATP will be responsible for marketing their own classes, registering students and collect the training fees, unless special arrangements are made with ISS to provide these services.
3. The ATP will be responsible for securing appropriate rooms, equipment and venues for their training classes, as well as supplying written support material, food or beverages to the students, unless special arrangements are made with ISS to provide these services.
4. The ATP and the all scheduled classes will appear on the ISS CERP website.
5. The ATP can add any appropriate slides to the training class slide deck.
6. The ATP will have access to the latest slide deck at all times, as long as the ATP remains in good standing with ISS, including keeping current with annual dues.

ATP Signature: _____ ISS Signature: _____

ATP Printed Name: _____ ISS Printed Name: Gary Sheehan

Date Signed: _____ Date Signed: _____

Instructions for Completing and Submitting to ISS for Approval:

1. Complete the application in section 1
2. Read, sign and date the agreement in section 2
3. Scan and email this application to: CSO@informationsecuritysummit.org.
4. Once your application is approved you will receive instructions for payment of the annual fee
5. Once the fee is received you will receive access to the training material