



Icertis Certified Trainer (ICT)

Version 1.0

Training Services Terms of Use

Last Revised: September 10, 2023

THESE TRAINING SERVICES TERMS OF USE ARE INCORPORATED BY REFERENCE INTO THE ORDER FORM BY THE COMPANY IDENTIFIED AS THE PARTNER THEREIN AND ICERTIS, INC. PURSUANT TO WHICH THE PARTNER RECEIVED THE RIGHT TO RECEIVE TRAINING SUBJECT TO THESE SERVICE TERMS. BY SIGNING SUCH ORDER FORM, PARTNER AGREES TO BE BOUND BY THESE SERVICE TERMS. THESE SERVICE TERMS WILL, AND PARTNER'S WRITTEN CONSENT TO THEM WILL, FORM A MASTER AGREEMENT BETWEEN PARTNER AND ICERTIS AND GOVERN YOUR CURRENT AND ALL FUTURE ORDER FORMS RELATED TO THE ICERTIS CERTIFIED TRAINER PROGRAM. THESE SERVICE TERMS AND THE ORDER FORMS(S) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN PARTNER AND ICERTIS, EFFECTIVE AS OF THE EFFECTIVE DATE OF THE ORDER FORM (THIS "AGREEMENT").

Welcome to Icertis, Inc.'s ("Icertis", "we", "us", and "our") online training platform. Through the online training platform, you (the company or individual purchasing Training Services from us) (the "**Partner**") will be able to access our library of training courses (the "**Courses**"), Instructor-Led Classes (the "**Classes**", and "**VILT**"), and Subscription Plans (the "**Subscriptions**"). For the purposes of these Terms of Use, the Courses, Classes, VILT, Subscriptions, and Materials (as defined below) are deemed to be part of (the "**Training Services.**")

For the avoidance of doubt, use and provisioning of Icertis Software or non-training related Services (as defined in our relevant governing agreement) are subject to separate terms, such as our Software License Agreement or [Icertis Privacy Statement](#), and these Terms do not apply to use of or access to our Software or Services. From time to time, we may modify these Terms. Unless we specify otherwise, changes become effective upon posting the updated Terms, which will apply to all purchases made after they are posted.

We will use reasonable efforts to notify the Partner of the changes through communications via the Training Services, email, or other means.

TEACHING CLASSES

Once certified as an ICT, the instructor can deliver an Icertis-authorized curriculum to the audience as approved in writing by Icertis. An ICT shall deliver classes in a professional manner as a representative of Icertis, Inc. Each course delivered must be evaluated through ICI Academy's evaluation system. Failure to do so will result in the class being disqualified.

Under no circumstances is an ICT allowed to deliver course content (i) that was not developed by ICI Academy or (ii) without prior written consent from an authorized Icertis employee. This includes delivering “grey market” content or repurposed ICI Academy material for revenue-generating or non-revenue-generating purposes.

ICT status is currently only available to recognized partners of Icertis. It is the responsibility of the ICT to obtain instructor courseware materials from ICI Academy in advance of teaching courses for which they are authorized.

CLASS EVALUATIONS AND ROSTERS

As part of the ongoing measurement of class content, facilities, and instructor quality, it is required that each student in an Icertis-authorized class complete a class evaluation form, which measures the instructor’s performance in the following three categories (“Instructor Categories”): (i) The instructor's subject knowledge, (ii) The instructor's professional and presentation skills and (iii) The instructor encouraged participation and responded well to questions.

Instructors are expected to have students complete this online evaluation at the conclusion of the class before the students leave. In addition to the student’s scores and comments, instructors are also provided a notes section to comment on the facility, the students, Icertis-authorized courseware, or any other topic worth noting. It is incumbent on the instructor to ask the students to provide honest feedback so that ICI Academy and the instructor can better serve future events.

Instructors are considered to be in “good standing” as long as their scores average above 4.3 for all Instructor Categories. Instructors who trend below that average for more than three (3) consecutive courses will be placed on probationary status and will need to work with ICI Academy to correct the issue. This might include a co-teach with another instructor as identified by ICI Academy for a period or attendance in an ICI Academy Instructor Certification Workshop (ICW).

MAINTAINING ICT CREDENTIALS

Icertis expects instructors to teach on a regular basis to maintain a high level of quality and experience with the Icertis platform. As new versions and revisions of the software become available, it may be necessary to re-certify; this decision shall be made at the sole discretion of ICI Academy.

To maintain ICT certification, it is a requirement that at renewal time, the minimum teaching status and the certification requirements for each competency an ICT wishes to teach are met. These minimum teaching requirements could include courses from any competency. The teaching requirements for ICTs are measured at least 30 days in a 12-month period from an instructor's anniversary date (the date a candidate became an official ICT).

The ICT status requires annual renewal on an anniversary date (the date a candidate became an ICT).

Icertis audits the ICT(s) compliance with the above requirements and training plans to determine if ICT status should be renewed. Instructor Candidates can become ICTs at any point during the year. Your ICT status will automatically renew five days prior to expiration if you have met the renewal requirements.

The Instructor Certification Workshop (ICW) process is designed to test your technical knowledge of the platform and course contents and closely scrutinize presentation style. Several other key areas will also be explored, such as effective question handling, whiteboard skills, and learning styles, to name a few. Each ICW is hosted by a senior instructor who will constantly assess your performance throughout the course. This process allows ICT candidates to understand the technical detail and scope expected from ICI Academy. The ICW event is by invitation only.

If an instructor finds themselves in inactive status, they may contact ICI Academy ICIAcademySupport@icertis.com to develop a plan and seek Icertis's written approval for reactivation. This may include re-certifying on a course, co-teaches and/or mentoring, or possibly taking the relevant version of the exam. Reactivation will be handled on an individual case basis with ICI Academy. If an instructor's status remains inactive for a period of one year, they will no longer be considered an ICT. If the instructor wishes to reactivate their status as an ICT after that time, it will be up to ICI Academy to determine, at its sole discretion, whether the instructor is eligible for reinstatement in the ICT program. Reinstatement considerations can include current skill sets, past history, and business needs of Icertis. The instructor's reinstatement cannot be guaranteed.

DISQUALIFICATION

An ICT may be disqualified from the Certified Instructor Program if any of the following occur:

- Delivering a course not sanctioned by ICI Academy or through a training partner that is not an authorized Icertis partner as outlined in the Terms and Conditions section.
- Modifying the Icertis-authorized courseware or any breach of the copyright rules of said courseware.
- Using Icertis classes to promote, market, or sell a product or products seen as a direct conflict of interest.
- Delivering Icertis training without completing an evaluation.
- Loss of any required Certifications (an active ICT is required to hold an ICT status)
 - Note that ICI Academy reserves the right to dictate which version and year of the certifications are accepted at any time.
- Selling, distributing, or sharing exam certification content, under any circumstances, to any other party.
- Promoting or sanctioning the use of online certification preparation sites, unless specifically endorsed in writing by Icertis. Failing to comply with ICI Academy's classroom quality standards.
- Disclosing any information or materials related to Icertis products (including pricing, product roadmaps, license keys, strategic marketing, plans, and source code). This information will be considered Icertis confidential information, whether or not marked as such.
- An ICT risks disqualification from the Certified Instructor Program for not abiding by the rules of the Icertis Supplier Code of Conduct; [View Terms](#).

CHANGES AND UPDATES

Icertis may, at its sole discretion, change the ICT certification requirements, the name of the ICT program and certification(s), the contents of the ICT Program Guide, and its ICT logo at any time. Icertis will provide notification of such changes by posting them on the ICI Academy Portal, instructor community forums, or by e-mail. The instructor must notify ICI Academy at ICIAcademySupport@icertis.com of any change in their postal address, e-mail address, and employer status.

Materials. The Training Services may include supplementary materials that we may make available to ICT through the Training Services, including but not limited to Course descriptions, Training Services slides, and other written materials designed to supplement training (“*Materials*”). If any Materials are provided with the Training Services Instructor Candidate (“**IC**”) has purchased, then subject to these Terms, Icertis hereby grants the IC a

non-transferable, non-sublicensable, non-exclusive license to copy and use the Materials solely for IC's personal, non-commercial, educational use in connection with the applicable Training Services.

General Restrictions. ICT will not (and will not permit any third party to):

- (a) rent, lease, sell, provide access to, or sublicense the Training Services or Materials to a third party;
- (b) use the Training Services or Materials to provide any product or Training Services to a third party;
- (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Training Services;
- (d) copy or modify the Training Services or Materials, or create any derivative work from any of the foregoing.
- (e) remove or obscure any proprietary or other notices contained in the Training Services or Materials; or
- (f) publicly disseminate information regarding the performance of the Training Services or Materials.

No Confidential Information. ICT should not provide Icertis with any information that ICT considers confidential (including in any Feedback or User Content), and ICT agrees that Icertis is not subject to any confidentiality obligations or use restrictions related to information or materials that Partner may provide to Icertis in relation to the Training Services.