

The service agreement you are viewing provides terms and conditions relevant to the products/services you are purchasing.

This is Service Agreement Version Number 1.2

1. INTRODUCTION. In this Service Agreement ("Agreement"), "you" and "your" refer to each customer ("Customer"), and "we", "us" and "our" refer collectively to Bright Ideas and Concepts. This Agreement explains our obligations to you, and your obligations to us in relation to the Bright Ideas and Concepts service(s) you purchase.

2. VARIOUS SERVICES. Sections in this Agreement apply to any and all Bright Ideas and Concepts services that you purchase. The terms and conditions set forth in the Schedules of this Agreement, if any, apply only to customers who have purchased the Bright Ideas and Concepts services referenced in those Schedules. In the event of any inconsistency between the terms of Sections in this Agreement and the terms of any Schedules, the terms of the Schedules shall control with regard to the applicable Bright Ideas and Concepts service. You acknowledge and agree that some or all of the services you purchase or receive from us may be provided by one or more vendors, contractors or affiliates selected by Bright Ideas and Concepts in its sole discretion.

3. FEES, PAYMENT AND TERM OF SERVICE. As consideration for the services you purchased, you agree to pay Bright Ideas and Concepts the applicable service(s) fees set forth on our Web site at the time of your selection, or, if applicable, upon receipt of your invoice from Bright Ideas and Concepts. All fees are due immediately and are non-refundable, except as otherwise expressly noted in one or more of the Schedules to this Agreement.

4. OWNERSHIP. Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Bright Ideas and Concepts services identified herein ("Bright Ideas and Concepts Intellectual Property Rights") are owned by Bright Ideas and Concepts or its licensors, and you agree to make no claim of interest in or ownership of any such Bright Ideas and Concepts Intellectual Property Rights. You acknowledge that no title to the Bright Ideas and Concepts Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Bright Ideas and Concepts or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by Bright Ideas and Concepts and all right, title and interest in and to each such Derivative Work shall automatically vest in Bright Ideas and Concepts. Bright Ideas and Concepts shall have no obligation to grant you any right in any such Derivative Work.

5. EXCLUSIVE REMEDY; TIME LIMITATION ON FILING ANY CLAIM. YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY BRIGHT IDEAS AND CONCEPTS SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL BRIGHT IDEAS AND CONCEPTS, ITS LICENSORS AND CONTRACTORS (INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES PROVIDING SERVICES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF BRIGHT IDEAS AND CONCEPTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN BRIGHT IDEAS AND CONCEPTS'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. Bright Ideas and Concepts and its licensors and contractors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god; (4) loss or liability resulting from the unauthorized use or misuse of your access, password or security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this agreement; (6) loss or liability resulting from interruption of your access to your Bright Ideas and Concepts professional development session; (7) loss or liability as a result of the application of our dispute policy; or (8) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in services Bright Ideas and Concepts uses to deliver services to you, or any other circumstance not under Bright Ideas and Concepts sole control. YOU AGREE THAT REGARDLESS OF ANY STATUTE

OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) MONTH AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.

6. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF OUR SERVICE(S) OR OUR LICENSORS' SERVICES IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. WE AND OUR LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER BRIGHT IDEAS AND CONCEPTS NOR OUR LICENSORS MAKE ANY WARRANTY THAT SERVICE(S) LICENSED HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE OR OUR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

7. INDEMNITY. You agree to release, indemnify, defend and hold harmless Bright Ideas and Concepts and any of our (or their) contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the Bright Ideas and Concepts services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the service(s) provided, (e) any information or data you supplied to Bright Ideas and Concepts, including, without limitation, any misrepresentation in your intentions to request or purchase of service(s), if applicable, or (f) any information, material, or services available provided by Bright Ideas and Concepts. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of the Bright Ideas and Concepts services, with counsel of our choice at our own expense. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

8. TERMINATION.

- a. By You. You may terminate this Agreement upon at least thirty (30) days written notice to Bright Ideas and Concepts for any reason.
- b. By Us. We may terminate this Agreement or any part of the Bright Ideas and Concepts services at any time in the event you breach any obligation hereunder, fail to respond within ten (10) calendar days to an inquiry from us concerning any breach of any obligation of this Agreement, if we determine in our sole discretion that you have violated any Bright Ideas and Concepts policies which are incorporated herein and made part of this Agreement by reference, or upon thirty (30) days prior written notice if we terminate or significantly alter a product or service offering.
- c. Effect of Termination. Unless otherwise specified in writing by Bright Ideas and Concepts, you will not receive any refund for payments already made by you as of the date of termination. If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs Bright Ideas and Concepts incurs. You agree to pay any and all costs incurred by Bright Ideas and Concepts in enforcing your compliance with this Section. Upon termination, you shall destroy any copy of the materials licensed to you hereunder and referenced herein. In addition to the terms set forth herein, certain Bright Ideas and Concepts services may have additional terms regarding termination, which are set forth in the applicable Schedule, if any.

9. REPRESENTATIONS AND WARRANTIES. You agree and warrant that: (i) neither your registration nor use of the any of the Bright Ideas and Concepts services nor the manner in which you intend to use such Bright Ideas and Concepts services will directly or indirectly infringe the legal rights of a third party, (ii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iii) you are of legal age to enter into this Agreement (or you are at least 13 years of age and have your parents' permission to apply for services hereunder); and (iv) you agree to comply with all applicable laws and regulations.

10. MODIFICATIONS TO AGREEMENT. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the service(s) on Bright Ideas and Concepts Web sites, or upon notification to you by e-mail or United States mail. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as expressly noted otherwise in one or more of the Schedules to this Agreement, but you will not incur any additional fees. By continuing to use Bright Ideas and Concepts services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any

Costa County, California, for any such disputes, you and we agree that exclusive jurisdiction and venue shall be in the courts of Contra Costa County, Martinez, California.

b. Reserved.

c. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement.

d. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

17. AGREEMENT TO BE BOUND. By applying for a Bright Ideas and Concepts service(s) through our online application process or otherwise, or by using the service(s) provided by Bright Ideas and Concepts under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference.

18. INDEPENDENT PARTIES. Neither party nor their employees, consultants, contractors or agents are agents, employees or joint ventures of the other party, and they do not have any authority to bind the other party by contract or otherwise to any obligation. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

19. WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Bright Ideas and Concepts. The remedies of Bright Ideas and Concepts under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

20. EXPORT RESTRICTIONS. You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your products incorporating or using any Bright Ideas and Concepts services in violation of the laws and regulations of any applicable jurisdiction.

21. FORCE MAJEURE. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; act of God; war; terrorism; armed conflict; labor strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any federal, state and local governments having or claiming jurisdiction over Bright Ideas and Concepts, or of any department, agency, commission, bureau, corporation or other instrumentality of any federal, state, or local government, or of any civil or military authority; or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control of the affected party, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Bright Ideas and Concepts may immediately terminate this Agreement.

22. HEADINGS. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

23. SURVIVAL. In the event this Agreement terminates as provided herein, Sections of this Agreement shall survive such expiration or termination.

24. UNEXPECTED CIRCUMSTANCES. In the event Bright Ideas and Concepts experiences unforeseeable interruptions or delays in service that affect providing service(s) to you, Bright Ideas and Concepts will reschedule to provide that service(s) at the earliest mutually convenient time and date. If at any time for any reason you fail to attend provided Bright Ideas and Concepts professional development service(s) that you paid for, you are eligible to attend that portion of that specific professional development service(s) when it is next available and offered by Bright Ideas and Concepts only, and if that specific professional development service(s) has not sold out, but Bright Ideas and Concepts cannot guarantee if or when that may occur.

25. CLASSROOM AND COURSE RELATED BEHAVIOR. You have responsibility for maintaining an appropriate learning environment. Instructors have the professional responsibility to treat participants with understanding, dignity and respect, to guide classroom discussion and to set reasonable limits on the manner in which students express opinions. Disruptive students in the academic setting hinder the educational process. "Disruption," as applied to the professional development setting, means behavior that a reasonable instructor would view as interfering with normal professional development functions. Examples include, but are not limited to: persistently speaking without being recognized or interrupting other speakers; behavior that distracts the class from the subject matter or discussion; or in extreme cases, physical threats, harassing behavior or personal insults, or refusal to comply with instructor direction. Any behavior that prevents the instructor from completing planned activities or interferes with other participants learning

experience may result in being asked to leave the classroom or professional development area and could result in exclusion from any further professional development.

26. CODE OF ETHICS AND PROFESSIONAL CONDUCT. You are expected to comply with and support the Project Management Institute (PMI)'s Code of Ethics and Professional Conduct. As practitioners of project management, we are committed to doing what is right and honorable. We set high standards for ourselves and we aspire to meet these standards in all aspects of our lives—at work, at home, and in service to our profession.