



Dr. Mikel J. Harry Six Sigma Management Institute Terms of Service

In consideration of the Parties entering into a training and/or business relationship, or having discussions to further a prospective training or business relationship, in the course of which the Dr. Mikel J. Harry Six Sigma Management Institute, herein referred to as "SSMI," may disclose or divulge Intellectual Property that SSMI has duly licensed from Dr. Mikel J. Harry Ltd., as well as SSMI Company Confidential Information and SSMI Company Secrets, to the Student, the Parties agree as follows:

Definitions. For purposes of this Agreement, the terms "SSMI Intellectual Property," "SSMI Confidential Information" and "SSMI Company Secrets" shall be herein referred to as "SSMIP." SSMIP includes, without limitation, all documented information, numerical data, written text, computer graphics, artwork, sketches, drawings, videos, instructional technologies, improvement processes, improvement methods, optimization methods, training products, educational products, mathematical formulas, statistical equations, performance metrics, patterns, plans, renderings, compilations, algorithms, computer programs, computer files, computer databases, computer simulations, white papers, analytical tools, classroom visuals, workbooks, training manuals, training videos and instructional aides, as well as any of SSMI's marketing information, data, graphics, videos, recordings, pricing, surveys, costs, lists, statements, and/or computer files that SSMI determines to be SSMIP. At the time of, or prior to, the disclosure of SSMIP by SSMI to the Student, the Student agrees that SSMI may make any and all reasonable efforts SSMI deems necessary to safeguard and protect any and all SSMIP. The Student agrees that any piece, element, component, block, section or portion of SSMIP that SSMI uses to create and deliver online, live and/or blended training and certification courses and programs is the sole and exclusive property of Dr. Mikel J. Harry, Ltd. The student also agrees that any product of human intellect that is made known by the Student during the provision of SSMI training to the student, or any physical or virtual meeting between SSMI and the Student that occurs after acceptance of this agreement, regardless of the type or form that intellectual product takes, becomes the intellectual property of Dr. Mikel J. Harry, Ltd. unless otherwise agreed to by the Parties.

Transmission. The Student agrees not to reverse-engineer, duplicate and/or disclose to any person, directly or indirectly, any SSMIP, at any time or in any manner, including the creation of any type or form of facsimile or mimicking of SSMIP, regardless of its intended use or dispositioning (personal, philanthropic, commercial, institutional or governmental), except as authorized in writing by SSMI. The disclosure, duplication and/or dissemination of any SSMIP by any director, officer, employee, trustee, agent, attorney, consultant, representative or fiduciary of the Student's employer or business entity must be authorized in writing by SSMI prior to its use, reproduction and/or transmission. The student agrees that the intellectual property rights or ownership of SSMIP will not be transferred, in any way or form, to the Student or the student's employer by SSMI at any time or under any conditions without the written consent of SSMI.

Usage. SSMI acknowledges that the Student may apply the Student's learnings resulting from an SSMI educational, training and/or certification program of study to the benefit of the Student or the Student's employer. The Student agrees that SSMI and Dr. Mikel J. Harry, Ltd. shall be held harmless for any and all damages or claims that might result from the Student's application of SSMIP, regardless of the time, conditions, circumstances or constraints under which the application was made.

Exceptions. The obligations under this Agreement shall not prevent the Student from disclosing SSMI information and data because of any applicable law or by order of any court or government agency, provided that it gives prompt notice to SSMI as may be reasonable under the circumstances. The non-disclosure and non-duplication obligations under this Agreement shall not apply to any SSMIP the Student can demonstrate by physical or written evidence was already in the Student's possession at the time of disclosure and was not acquired directly or indirectly from SSMI.

Ownership. All SSMIP is rightfully owned by Dr. Mikel J. Harry, Ltd. and duly licensed to SSMI for commercial and noncommercial purposes. All SSMIP provided to the Student, shall remain the property of Dr. Mikel J. Harry, Ltd. The Student agrees that any type or form of SSMIP used by the student will only occur in accordance to the terms and conditions of this agreement. The Student agrees that all instructional materials issued to the Student for training and/or educational purposes will not be transferred or sold to another party for any reason or at any time whatsoever. In the event the Student breaches the terms and conditions of this agreement, the student agrees that SSMI has the irrevocable right to recall any or all of the instructional and/or supporting materials, as well as any other SSMIP issued to the Student by SSMI prior to, during or after the educational, training and/or certification program of study in which the Student was duly enrolled, regardless of whether or not the Student completed the program of study.

Rights and Licenses. This Agreement and the furnishing of SSMIP to the Student, to include SSMI products as provided for herein, shall not be construed as establishing, either expressly or by implication, any grant or obligation to the Student of any other rights or licenses with respect to such SSMIP or any other relationship between the Parties, not expressly and explicitly described in this Agreement.

Injunctive Relief. The Parties acknowledge that the disclosure, duplication, reconstruction and/or mimicking of any type or form of SSMIP by the Student will cause SSMI to suffer irreparable damage, which damage cannot be wholly compensated for in damages. Accordingly, in the event of any unauthorized disclosure or duplication of said SSMI information, data, products and/or services by the Student, SSMI shall be entitled to an injunction restraining the Student from disclosing or using any type or form of SSMIP. Nothing herein shall be construed as prohibiting SSMI from pursuing, in addition thereto, any other remedy available at law or in equity, for such breach or threatened breach of this Agreement, including the recovery of damages. SSMI rights and remedies, pursuant to this paragraph, shall survive the termination of this Agreement. In the event any action or proceeding is instituted to enforce this Agreement, or to recover damages for any breach hereof, SSMI shall be entitled to recover from the Student, in addition to costs of suit, a reasonable sum as attorney fees.

Legal Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona as applied to agreements entered into and to be performed entirely within the State of Arizona. Any dispute or claim relating to the subject matter of this Agreement shall be instituted in the courts of the State of Arizona. The Student hereby consents to the exercise of both personal and subject matter jurisdiction, by any court of the State of Arizona, over all disputes arising under or in connection with this Agreement and over the parties to this Agreement. SSMI agrees that delivery to the Student, at either its address set forth above or at any known place of its business, of a copy of a Complaint filed in an action by SSMI before a court of the State of Arizona and a Summons issued in such action, shall constitute service of process upon the Student, as though the same had been served by the Sheriff or other person duly appointed or authorized by law to serve process.

General. This Agreement constitutes the entire Agreement between SSMI and the Student relating to matters in the Agreement and supersedes all prior simultaneous representations, discussions, negotiations and agreements, whether written or oral. This Agreement may be amended or modified only with the written consent of SSMI. Either SSMI's or the Student's waiver of any breach of any provision of this Agreement shall not operate as a waiver of any other or subsequent breach. If any provision of this Agreement is determined to be invalid or enforceable for any reason, the remaining provisions shall continue in full force and effect. In the event of Force Majeure related to any type or form of online or classroom training event, to include all types and forms of meetings, the student agrees to hold SSMI harmless for any monetary consequences that the student might incur or otherwise arise from the occurrence of such an event.

Successors. This Agreement shall inure to the benefit of, be binding upon and be enforceable by SSMI and Student, as well as their respective heirs, administrators, executors, legal representatives, successors and assigns.