

TERMS AND CONDITIONS

By purchasing the Fidelity Checklist package (the “Product”), you (the “Purchaser”) agree to be bound by the following Terms & Conditions (the “Agreement”). Any user of the Product must also agree to the terms of this Agreement. Please read the following carefully. If you have any questions, you may contact Paradigm Behavior (“Paradigm”) by emailing christinaconner@paradigmbehavior.com. For the purposes of this Agreement, the term “Services” shall mean applied behavior analysis therapy, special education, or any other therapies commonly used to treat behavioral issues. The term “Client” shall mean any parent or family member to which the Purchaser is currently providing Services.

I. The Product is intended solely for individual use in accordance with the provided instructions by the Purchaser on a computer or mobile device that the Purchaser owns and controls. The Purchaser has not acquired a sitewide license and additional copies of the Product must be purchased for each individual user. The Purchaser may not rent, lease, lend, sell, redistribute, publish, or sublicense the Product or any part thereof. The Purchaser must take all necessary steps and impose all necessary conditions to ensure that no use of the Product violates any term of this Agreement.

II. The Purchaser will not distribute, sell, license, or sub-license the Product to a third party without the signed written consent of Paradigm. Purchaser shall not assign any rights of the Agreement without the signed written consent of Paradigm. The Purchaser will provide technological and security measures to ensure that the Product will be kept secure from unauthorized use, whether by Purchaser, Purchaser’s employees, or a third party. The Purchaser shall use the Product only for the purposes defined in this Agreement. Any use of the Product outside of the intended purposes shall be considered a violation of this Agreement.

III. The Purchaser shall not attempt, solicit, authorize or permit:

- (a) reverse-engineering, disassembly, or derivation of the source code of the Product;
- (b) modifying, adapting, translating, or improving the Product;
- (c) creating a derivative work based on the Product;
- (d) violation of HIPAA or of any other laws, rules, or regulations pertaining to access and use of the Product;
- (e) removing, altering, or obscuring this Agreement or any notice of copyright, trademark, patent or any other notice indicating proprietary rights;
- (f) installing the Product or making the Product available on more than one computer or mobile device at a time;
- (g) making the Product available on a network over which the Product can be accessed via more than one computer or mobile device at a time;
- (h) using the Product or any feature, aspect, or part thereof to provide a product or service that is competitive with the Product or any other

product or service provided by Paradigm; or

(i) using any intellectual property that is related to or part of the Product to create any software, mobile application, or files of any kind.

IV. All Intellectual Property Rights over and with respect to the Product are owned and shall continue to be owned by Paradigm. The Purchaser does not acquire any rights of ownership in the Product or any part thereof through this Agreement.

V. The Parties acknowledge and agree that any unauthorized use or disclosure of Confidential Information in violation of this Agreement may cause Paradigm irreparable harm for which it would have no adequate remedy at law. If it appears that the Purchaser has disclosed (or has threatened to disclose) Confidential Information, Paradigm shall be entitled to seek injunctive relief to restrain the Purchaser from disclosing, in whole or in part, the Confidential Information, in addition to any other remedies that may be available in law or equity. In any legal proceeding, the prevailing Party shall be entitled to recover its costs and fees (including reasonable attorneys' fees) from the other Party.

VI. Violation of this Agreement causes immediate termination of the Purchaser's license to possess and use the Product. Paradigm reserves the right to terminate or temporarily suspend the Purchaser's license to possess and use the Product for violation of the letter or the spirit of this Agreement. Purchaser agrees to destroy the Product and all copies of the Product immediately upon termination of the Purchaser's license to possess and use the product and to certify in writing to Paradigm that the Product and all copies of the Product are destroyed. Purchaser agrees that Paradigm will not be liable to the Purchaser or to any third party for any damage or loss due to the termination or suspension of Purchaser's license to possess and use the Product.

VII. To the fullest extent permitted by law, no express or implied warranty, term, condition, or undertaking is given or assumed by Paradigm, including any implied warranty of merchantability or fitness for a particular purpose.

VIII. THE PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT NEITHER PARADIGM, NOR ITS OWNERS, BOARD MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS WILL BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, OR ANY USE OF THE PRODUCT BY THE PURCHASER OR ITS OWNERS, BOARD MEMBERS, OFFICERS, EMPLOYEES OR AGENTS, AND PURCHASER HEREBY RELEASES PARADIGM TO THE FULLEST EXTENT PERMITTED BY LAW FOR ANY SUCH LIABILITY, LOSS, DAMAGE OR CLAIM.

TO THE EXTENT PERMITTED BY LAW, PARADIGM WILL IN NO WAY BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE, HOWEVER CAUSED, INCLUDING DAMAGE CAUSED BY PARADIGM'S NEGLIGENCE, WHICH MAY BE DIRECTLY OR INDIRECTLY SUFFERED IN CONNECTION WITH ANY USE OF THE PRODUCT, EXCEPT TO THE EXTENT SUCH DAMAGE IS CAUSED BY PARADIGM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IX. Notwithstanding anything contained in this Agreement, in no event shall Paradigm be liable for any claims, damages or loss which may arise from the modification, combination, operation, or use of the Product with other computer programs.

X. This Agreement will be construed by and governed in accordance with the laws of the State of Texas. With regard to any dispute arising hereunder, the Parties submit to the exclusive jurisdiction of the courts of Harris County.

XI. Both the Purchaser and Paradigm recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provision(s) of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be stricken from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remaining provisions will be unaffected.

XII. This Agreement contains the entire agreement between the Purchaser and Paradigm and supersedes any previous understanding, commitments, or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.