

# TERMS & CONDITIONS: ROADMAP TO ABA PARENT TRAINING

## TERMS

By purchasing the Roadmap to ABA package (the "Product"), you (the "Purchaser") agree to be bound by the following Terms & Conditions (the "Agreement"). Please read the following carefully. If you have any questions, you may contact Paradigm Behavior ("Paradigm") by emailing [christinaconner@paradigmbehavior.com](mailto:christinaconner@paradigmbehavior.com).

## CONDITIONS

- I. The Product is intended solely for individual use by the Purchaser. The Purchaser may print and distribute materials to any Client for which they are currently engaged in providing Services, provided that the Purchaser takes all necessary steps and imposes all necessary conditions to ensure that any client using the Product does not violate any terms of this Agreement.

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.

- 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 License 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.
- III. 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.
- 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 through this Agreement.

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.

- V. 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.
- VI. THE PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT NEITHER PARADIGM, NOR ITS 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 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.
- VI. 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 Purchaser computer programs.
- VII. 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.
- IX. 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.
- X. 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.