



# The Autism Helper.

## Terms of Use

## OVERVIEW

---

This website is operated by The Autism Helper, Inc. Throughout the site, the terms “we”, “us” and “our” refer to The Autism Helper, Inc. The Autism Helper, Inc. offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. and WordPress. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

## SECTION 1 | ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate

any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

## **SECTION 2 | GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **SECTION 3 | ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **SECTION 4 | MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **SECTION 5 | PRODUCTS OR SERVICES (if applicable)**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy. We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We

reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## **SECTION 6 | ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

## **SECTION 7 | OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **SECTION 8 | THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase

or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 9 | USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 10 | PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

## **SECTION 11 | ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## SECTION 12 | PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## SECTION 13 | DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall The Autism Helper, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## SECTION 14 | INDEMNIFICATION

You agree to indemnify, defend and hold harmless The Autism Helper and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors,

suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SECTION 15 | SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 16 | TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **SECTION 17 | ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **SECTION 18 | GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of United States.

## **SECTION 19 | CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## SECTION 20 | CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at [eleni@theautismhelper.com](mailto:eleni@theautismhelper.com).

### Limited Software License Agreement

---

This Software License Agreement is between The Autism Helper Inc, an Illinois company with its principal place of business at 827 S. Crescent, Park Ridge IL (“COMPANY”) and the end user of the software product (“Licensee”).

The parties agree to the following terms.

#### License

- 1. License Grant.** The license consists of the software for teachers working with students with autism that grant access to COMPANY’S curriculum (“Software”). A Limited Software License (“LSL”) will be Licensed as a Temporary License to Licensee. Upon the issuance of this Agreement, and as long as regular payments are being processed, COMPANY hereby grants to Licensee an exclusive, temporary, non-perpetual, nontransferable, sublicensable License to use the Licensed Software. Prior to Licensee sublicensing Software, Sublicensees must be approved by COMPANY. Any Sublicensee not approved by COMPANY must cease using the software immediately or COMPANY will have the option set forth in Paragraph 1.2 below.
- 2. Unauthorized Sublicensee or Unauthorized Location.** If an Unauthorized Sublicensee is found to be using the Software without COMPANY’s consent, Licensee will be given written notice of the violation. Licensee will then have three (3) business days to cure the violation and cease all processing of the Software with Unauthorized Sublicensee, unless otherwise communicated to Licensee in writing. If Licensee continues to allow Unauthorized Sublicensee to operate the Software, then Licensee is subject to a fine of \$5,000 total for each location or entity found on the same day included in each notice, out of compliance, starting on Day 4 of notice. This fine will be paid within 30 days. If additional Unauthorized Sublicensee’s are found on a later date, the Licensee will be fined an additional initial fee of \$5,000 on that date. COMPANY will not intentionally separate notices for separate days in order to purposefully increase the amount of the fine. If COMPANY discovers that Licensee is operating locations without approval, COMPANY will include all locations that they are aware of in the same notice. If the Unauthorized Sublicensee continues to operate with the Software, then an additional fine of \$1,000 for each day beginning on day 11, per location, will be imposed until the Unauthorized Sublicensee has ceased to use the software or becomes in compliance and approved, with a maximum fine amount of \$20,000 per location, not including the initial \$5,000 fee. The Unauthorized Sublicensee will not have access to the Software past 30 days of original notice violation. For example, if an Unauthorized Licensee is operating 5

stores with software that hasn't been authorized by COMPANY, Licensee will be subject to an initial fine of \$5,000 if notice is received on the same day, followed by \$1,000 per day beginning on day 11, for each location still operating without COMPANY approval. Maximum fine amount under this example will be 5 stores multiplied by \$19,000 or up to \$95,000. Access will be denied by COMPANY for Unauthorized Sublicensee on day 31 of violation. The additional fees are to be paid within 30 days of notice. COMPANY holds the right to refuse to fine Licensee or lower the fine fee. If Unauthorized Sublicensee is not remedied within the first 30 days of written notice, COMPANY has the right to render the Software inoperable. Software will be made available upon COMPANY's approval. Fines during this time are capped at \$100,000 for the total occurrence. COMPANY reserves the right to fully suspend access of the Software to Licensee after Day 30 of Licensee being notified, until the Unauthorized Use has been remedied by Licensee.

3. **Description of Limited Software License ("LSL").** In addition to these terms, there is the Permitted Uses, set forth in Paragraph 11, and Restricted Uses, set forth in Paragraph 12 below.
  1. Per the terms of this Agreement, Licensee is forbidden from copying the Software, unless expressly permitted, and from reverse-engineering, decompiling, or disassembling the software. Some restrictions may be limited by applicable law.
  2. Licensee is prohibited from transferring, sub-licensing without approval, or providing third parties with access to the software, unless the third parties are approved by COMPANY or acceptable merchants or sales agents of Licensee that would be selling to locations approved by COMPANY and/or acceptable locations, as set forth in Paragraph 1.3(d). Neither party may assign the rights and obligations of this Agreement to a third party or affiliate, without the express written approval of the other party to this Agreement, which shall not be unreasonably withheld. If allowing this would or could in any way be harmful to the other party of this Agreement, that party may deny such a request.
  3. License will be exclusive during the term, except for COMPANY having the rights to operate the Software.
  4. Licensee has the right to any modifications to the Software that are approved by COMPANY. COMPANY will approve all reasonable requests within a reasonable timeframe. COMPANY can also deny requests within a reasonable timeframe.
  5. Licensee will retain its License rights for the duration of this Limited Software License Agreement, even if COMPANY sells or transfers any or all its ownership rights to the Software, and such license will continue to be governed by the terms of this Agreement.
  6. One month prior to the expiration of the License, COMPANY will offer Licensee new terms for acquiring a License Renewal, using the same LSL rights and limitations as the initial License, unless both parties agree to new terms. Licensee can opt out of the License Renewal and then this Agreement is considered terminated once the Term of this Agreement ends.



7. If Licensee chooses to renew the LSL with COMPANY's new terms, COMPANY must renew Licensee's LSL prior to 30 days of the current LSL expiring.
8. COMPANY does not have the right to revoke any rights of the LSL during the Term of this Agreement, unless Licensee is in breach of this Agreement.
9. COMPANY will NOT work with any of Licensee's ISOs during the term of this Agreement.
10. No other fees, except for agreed-upon License Fees, development fees, and consequential fines, will be charged to Licensee in order to use the Software. For the remainder of the Term, COMPANY may not adjust this fee without Licensee's consent.
11. For any Software requests or modifications, a Work Order will be provided to Licensee prior to beginning any updates. The Work Order must be approved by Licensee before any work is to begin that Licensee would be required to pay for. Invoices will be presented to Licensee and the invoice price shall match the Work Order price, payment of which is due upon receipt.
12. Licensee will be given full access to any Software during the LSL Term. COMPANY will not intentionally disrupt Licensee's LSL, rights, or access to the Software. COMPANY will not allow any third-party to disrupt the Software or Licensee's access to the Software.

## Make Software Available.

Within 24 hours after the Software is made available by Developers, COMPANY will make the Software available to Licensee.

## Support Services

### 1. Initial Support.

1. Licensee shall be responsible for all its own technical support.
2. Though COMPANY will make its best effort to ensure the functionality of the Software is as expected and functioning properly, it is not responsible for the functionality of the Software.
3. Additional software costs incurred by COMPANY, due to updates requested by Licensee, will be paid by Licensee.

2. **Renewed Support.** COMPANY will provide basic Software Development Support that may be required in order to keep its Developers on retainer. Licensee will be responsible for paying a reasonable annual fee of no more than \$25,000 per year for basic Software Development Support to be offered, if required. Licensee may elect to renew COMPANY's support services at any time.

## Updates.

Licensee may choose to modify, update, or upgrade the software as necessary (collectively, "Updates") with the approval of COMPANY. COMPANY will facilitate these Updates but Licensee will bear sole responsibility of all costs charged by the Developers for any approved updates that do not originate from COMPANY. Licensee will be notified 24 hours prior to any and all updates that will occur once the LSL has been approved.

## **License Fees.**

Licensee will pay COMPANY a License Fee set forth in the pricing agreement. Additional changes outside of the project's scope requested by Licensee will be billed as Updates. COMPANY maintains the right to waive or impose License fees, including but not limited to monthly, compliance, processing, equipment, technology, development, high-risk, annual, audit, denial, download fees, or any other such fees deemed reasonable by COMPANY.

## **Taxes.**

Licensee will pay all Sales Tax charged by COMPANY during the term of the Agreement.

## **Interest on Late Payments.**

In the sole discretion of COMPANY, any amount not paid when due will bear interest from the due date until paid at a rate equal to 12% annually or 1% monthly.

## **Duration of Agreement.**

The initial term is for twelve 12 months, beginning on the Effective Date. The term may be renewed at the discretion of COMPANY for another 24 months once the initial term expires.

## **COMPANY Restricted Uses.**

COMPANY will be in Breach of this Agreement if it engages in the following:

1. Distribute, license (except for Licensing to Licensee), loan, or sell the Software or other content that is contained or displayed in the Software without notifying Licensee.
2. Modify, alter, or create any derivative works from the Software, without notifying Licensee.

## **Licensee Uses.**

1. The use of the Software must comply with COMPANY's policies, which requires Licensee to:
  1. Maintain the confidentiality of the software data.
  2. Prohibit the use of the data/software other than for its benefit.
2. Licensee may request updates and software checks if deemed appropriate and essential for the continuation of the business.

3. Licensee is permitted to obtain access to licensed data that is permitted under the terms of this Agreement and limited in scope.

## Licensee Restricted Uses.

1. Licensee will not, for as long as Software is Licensed, use this software for high-risk business without the explicit approval of COMPANY. High-risk locations are defined above under Paragraph 1.3, Description of Limited Software License.
2. Licensee further agrees it will not:
  1. Reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Software.
  2. Remove, alter, or obscure any copyright, trademark, or proprietary rights notice on or in the Software.

## Term.

The term shall be for a period of twelve (12) months, beginning on either the Effective Date set forth below, or at the time Licensee commences use of the Software, whichever is first. ("Term").

## Representations

### 1. Mutual Representations

1. **Authority and Capacity.** The parties have the authority and capacity to enter into this agreement.
2. **Execution and Delivery.** The parties have duly executed and delivered this agreement.
3. **Enforceability.** This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.
4. **No Conflicts.** Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.
  1. **Binding Agreements.** Any current binding agreements that could potentially affect Licensee from performing under this agreement needs to be made known to COMPANY and be approved prior to signing this agreement.
    1. Licensee must make COMPANY aware, by presenting any contract(s) via email to COMPANY prior to signing, of the obligations regarding any deal that could potentially affect COMPANY or Licensee and the rights and duties that both parties have pertaining to this Agreement, including, but not limited to, Software interference. Any failure under this paragraph constitutes a breach and allows COMPANY the option to give Licensee a 5-day written cure period prior to imposing the consequences described in this agreement.

2. All agreements and applications need to be approved by COMPANY to make sure there is not a conflict of interest.
  5. **No Breach.** Neither party's execution, delivery, or performance of its obligations under this Agreement will breach or result in a default under:
    1. its articles, bylaws, or any unanimous shareholders agreement,
    2. any Law to which it is subject,
    3. any judgment, order, or decree of any Governmental Authority to which it is subject, or
    4. any agreement to which it is a party or by which it is bound.
  6. **No Disputes or Proceedings.** There are no Legal Proceedings pending, threatened, or foreseeable against either party that would affect that party's ability to complete its obligations under this agreement.
  7. **No Bankruptcy.** Neither party has taken or authorized any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution, or winding up.
2. **COMPANY's Representations**
1. **Ownership of Intellectual Property.** COMPANY is the owner of all Intellectual Property rights included in the Software and has the exclusive right to grant the License for the Software.
  2. **Maintenance of Intellectual Property.** COMPANY will properly maintain all its Intellectual Property rights Licensed under the Software, including paying all applicable development and maintenance fees. Any nonpayment of fees by COMPANY to any Developers that would jeopardize the Software, or cause prolonged interruption to the Software, is a Breach of this Agreement and COMPANY will be responsible to damages caused to Licensee.
  3. **No Prior Grant or Transfer.** COMPANY has not granted and will not grant any License to any third party that would conflict with the Software under this agreement.
  4. **No Infringement.** To COMPANY's knowledge, the Software does not infringe the Intellectual Property rights or other rights of any third party.
  5. **No Third-Party Infringement.** To COMPANY's knowledge, no third party is infringing its Intellectual Property rights in the Software.
  6. **Not in Public Domain.** The Software is not in the public domain.

## No Warranty

1. **"As-Is".** The Licensed Software is provided "as is," with all faults, defects, bugs, and errors. COMPANY will make its best effort to render the Software functional but makes no guarantees.
2. **No Warranty.** Unless otherwise listed in this agreement, COMPANY does not make any warranty regarding the Licensed Software, except for maintaining its full rights to the Software and to License the Software to Licensee.

## Intellectual Property.

COMPANY retains exclusive interest in and ownership of its Intellectual Property rights in and to the Software and expressly reserves all rights not expressly granted under this agreement. COMPANY is the only Company authorized to continue to operate and use the software other than the Licensee during the term of this agreement.

## Audits.

COMPANY holds the right to impose reasonable requests to verify that the LSL is being used within the terms of this Agreement. Reasonable requests will not be cumbersome, but requests are to be honored as they are enforceable within the terms of this Agreement.

## Confidentiality Obligations.

The parties continue to be bound by the terms of the non-disclosure agreement between the parties, and, under these terms, Licensee is not required to give COMPANY any sensitive data, including technical knowledge.

## Termination

1. **Termination with Notice.** COMPANY may terminate this agreement with a 30-day cure period if Licensee fails to make agreed payments. The 30-day notice must be given to Licensee via email, text, and registered mail, at the email address, phone number, and address provided, informing Licensee that the LSL will be terminated in 30 days unless Licensee satisfies all payment obligations. Communication must also include any outstanding account balances.
2. **Early Termination.** Early termination will be granted if Licensee provides COMPANY with a written notice of early termination 60 days prior to termination; in this event, a fee of \$500 will be incurred by Licensee in addition to the agreed upon price listed in agreement, due on the day of or prior to the date of termination.
  1. Regardless of termination under this paragraph, the Parties are still obligated to refrain from interfering with the deals/locations that each party currently has processing.

## Effect of Termination or Expiration.

1. **Payment Obligations.** Even after termination or expiration of this agreement, each party will pay:
  1. any amount(s) it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and

2. any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.
2. **No Further Liability.** On termination or expiration of this agreement, neither party will be liable to the other party, except for liability that arose before the termination or expiration of this agreement.

## Breach/Refund.

1. In the event COMPANY breaches the Agreement and is unable to cure within 30 days, then Licensee possesses the exclusive remedy of entitlement to a refund of any remaining payments owed on the Software. To exercise this remedy, Licensee must release its right to use the Software, which is deemed a termination event under the License. COMPANY agrees that in this event, it will communicate to Licensee in writing regarding any Sale, Transfer, Licensing of Software, or any other action that would grant third-party rights to the Software, no less than 60 days PRIOR to any agreement being signed by COMPANY. The penalty for failure to comply will be \$250,000 PLUS the entire amount of money that is agreed to be paid to COMPANY by the party that wants to acquire the rights to the Software. Licensee must be given the exact terms of what the agreement will be as well as the option to meet those same. All penalties imposed on COMPANY from Licensee are null if Licensee provides an express, clear, written, with no room for interpretation, approval of any Sale, Transfer, Licensing of Software, or any other action that would grant a third-party right to the Software. This clause is a perpetual clause. Any breach of agreement at any point, will still incur a fine on the party that breached agreement.
2. If Licensee is in breach, it is subject to fines imposed within this Agreement, both during the term of this agreement and once it has expired.

## Return of Property.

On termination or expiration of this agreement, or on the other party's request, each party will return to the other party all of the information and other property, including Intellectual Property, both originals and copies, received from the other party.

## Indemnification

1. **Indemnification by Licensee.** Licensee (as an indemnifying party) shall indemnify COMPANY (as an indemnified party) against all losses and expenses in connection with any proceeding arising out of:
  1. Licensee's use of the Software,
  2. The use of the Software by the customers of Licensee, and
  3. Licensee's unauthorized customization, modification, or other alterations to the Software, including claims that its customization, modification, or other alterations infringe a third

party's Intellectual Property rights.

## **Mutual Indemnification.**

Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses in connection with any proceeding arising out of the indemnifying party's willful misconduct or gross negligence.

## **Nondisclosure.**

For a period of sixty (60) months from Effective Date, Licensee shall hold in trust and confidence, and not disclose to others or use for their own benefit or for the benefit of another, any Proprietary Information that is disclosed. Licensee shall disclose Proprietary Information received under this Agreement to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This paragraph shall survive and continue after any expiration or termination of this Agreement and shall bind Licensee, its employees, agents, representatives, successors, heirs and assigns. The undertakings and obligations of Licensee under this Agreement shall not apply to any Proprietary Information which: (a) is described in an issued patent anywhere in the world, is disclosed in a printed publication available to the public, or is otherwise in the public domain through no action or fault of Recipient; (b) is generally disclosed to third parties without restriction on such third parties, or is approved for release by written authorization; (c) if not designated "confidential" at the time of first disclosure hereunder, or is not later designated in writing within thirty (30) days from disclosure to be of a secret, confidential or proprietary nature; or (d) is shown within ten (10) days from disclosure, by underlying documentation to have been known by Licensee before receipt and/or to have been developed by Licensee completely independent of any disclosure.

## **Miscellaneous.**

1. **Integrated Agreement.** This Agreement constitutes the entire understanding of the parties and supersedes any other agreement between them, written or oral.
2. **Counterparts**
  1. **Signed in Counterparts.** This agreement may be signed in any number of counterparts.
  2. **All Counterparts Original.** Each counterpart is an original.
  3. **Counterparts Form One Document.** Together, all counterparts form one single document.
3. **Amendment.** This agreement can be amended only in writing and agreed upon by both parties.
4. **Assignment.** Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent, which shall not be unreasonably withheld.
5. **Governing Law and Consent to Jurisdiction and Venue**

1. **Governing Law.** This agreement, and any dispute arising, shall be governed by the laws of the State of Illinois.
  2. **Consent to Jurisdiction.** Each party hereby irrevocably consents to the exclusive jurisdiction and venue of Cook County, Illinois in connection with any matter arising out of this agreement or the transactions contemplated under this agreement.
6. **Waiver**
1. **Written Waivers.** A waiver or extension is only effective if it is in writing and signed by the party granting it.
  2. **No General Waivers.** A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.
  3. **No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other further exercise of such right or remedy.
7. **Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
8. **Marketing Communication.** Upon placing an order with The Autism Helper, the ordering party agrees to receive marketing communications from The Autism Helper.