

PRINCIPLE for Mac

End User License Agreement

*****PLEASE READ CAREFULLY*****

Last Modified: JUNE 15, 2018

This End User License Agreement (the “*Agreement*”) is a binding agreement between you (“*End User*”, “*you*” or “*your*”) and Hooper Software LLC (“*Company*”, “*we*”, “*us*” or “*our*”). This Agreement governs the relationship between you and us, and your use of the Company’s PRINCIPLE for Mac software application (“*Software*”). Throughout this Agreement, End User and Company may each be referred to as a “*Party*” or collectively, the “*Parties*”.

If you are using the Software on behalf of your employer or other entity (an “*Organization*”) for whose benefit you utilize the Software or who owns or otherwise controls the means through which you utilize or access the Software, then the terms “End User”, “you”, and “your” shall apply collectively to you as an individual and to the Organization. If you use, or purchase a license to, the Software on behalf of an Organization, you hereby acknowledge, warrant, and covenant that you have the authority to 1) purchase a license to the Software on behalf of the Organization; 2) bind the Organization to the terms of this Agreement.

BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE YOU: (A) AFFIRM THAT YOU HAVE ALL OF THE NECESSARY PERMISSIONS AND AUTHORIZATIONS TO ACCESS AND USE THE SOFTWARE; (B) IF YOU ARE USING THE SOFTWARE PURSUANT TO A LICENSE PURCHASED BY AN ORGANIZATION, THAT YOU ARE AUTHORIZED BY THAT ORGANIZATION TO ACCESS AND USE THE SOFTWARE (C) ACKNOWLEDGE THAT YOU HAVE READ AND THAT YOU UNDERSTAND THIS AGREEMENT; (D) REPRESENT THAT YOU ARE OF SOUND MIND AND OF LEGAL AGE (18 YEARS OF AGE OR OLDER) TO ENTER INTO A BINDING AGREEMENT; AND (E) ACCEPT AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE THE SOFTWARE. IF YOU HAVE ALREADY DOWNLOADED THE SOFTWARE, DELETE IT FROM YOUR COMPUTING DEVICE.

CHANGES TO THIS AGREEMENT

We reserve the exclusive right to make changes to this Agreement from time to time. Your continued access to and use of the Software constitutes your agreement to be bound by, and your acceptance of, the terms and conditions posted at such time. You acknowledge and agree that you accept this Agreement (and any amendments thereto) each time you load, access, or use the Software. Therefore, we encourage you to review this Agreement regularly.

If, within thirty (30) days of us posting changes or amendments to this Agreement, you decide that you do not agree to the updated terms, you may withdraw your acceptance to the amended terms by providing us with written notice of your withdrawal to the email address provided in Section 25 herein. Upon providing us with the written notice of the withdrawal of your acceptance, you are no longer authorized to access or use the Software and you must delete it from your computer (a “*Computing Device*”).

1. **License Grant**. Subject to the terms of this Agreement and, if applicable, those terms provided in the License Agreement, Company grants you a limited, non-exclusive, perpetual, revocable, and non-transferable license to:
 - (a) download, install, and use the Software on one (1) Computing Device per single user license that you have purchased and have been granted. If you have multiple Computing Devices on which you desire to utilize the Software, you agree to purchase to a license to the Software for each Computing Device;
 - (b) access, view, and use on such Computing Device the End User Provided Materials (as defined in Section 5) made available in or otherwise accessible through the Software, strictly in accordance with this Agreement, and any other terms and conditions applicable to such End User Provided Materials as set forth in Section 5;
 - (c) install and use the trial version of the Software on any number of Computing Devices for a trial period of fourteen (14) unique days of actual use for the purpose of trying and evaluating this Software; and
 - (d) receive updates and new features that become available during the one (1) year period from the date on which you purchased the license to the Software.
2. **License Restrictions**. You shall not:
 - (a) copy the Software, except as expressly permitted by this license;

- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or any of its parts;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any of its parts;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or any features or functionality of the Software, to any third party for any reason, including by making the Software available on a network where it is capable of being accessed by any third party who is not expressly granted a license to the Software by Company;
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copyright protection, rights management or security features in or protecting the Software;
- (g) use the trial version on the Computing System where the trial version was previously installed or where the trial period expired;
- (h) install or use the Software on a greater number of Computing Systems than the number of active licenses that you have purchased and have been granted;
- (i) allow multiple Computing Devices to run the Software using a single license;
- (j) allow the number of activations to exceed the number of licenses purchased; or
- (k) be entitled to any compensation from the Company.

3. **Use of the Software; Account Security.**

- (a) COMPANY IS NOT A PROVIDER OF HARDWARE OR EQUIPMENT. ACCORDINGLY, COMPANY IS NOT RESPONSIBLE FOR ANY HARDWARE OR EQUIPMENT THAT YOU MAY UTILIZE IN CONNECTION WITH THE SOFTWARE.

(b) You are responsible and liable for all uses of the Software it licenses pursuant to this Agreement, including any unauthorized uses due to loss, theft or unauthorized distribution of the Software. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for all actions and failures to take required actions with respect to the Software by its authorized users or by any other person to whom you provide access to or use of the Software and/or documentation, whether such access or use is permitted by or in violation of this Agreement.

(c) The Software is intended as a tool to assist in designing animated and interactive user interfaces for web, mobile, and desktop, and may only be downloaded from our website (www.principleformac.com).

(d) You must lawfully acquire the Software from us otherwise you do not have a right to use the Software.

(e) To utilize the Software, you may be required to register your license key with the Company. The Company may further require you to set up a unique user profile and create a unique, individual user account (an “*Account*”) to which the Software is registered.

(f) If available and applicable, to create your Account and generally use the Software, you may be asked to provide us with at least the following information (along with any fields or data marked as mandatory as part of the Account creation process):

- (i) your first and last name;
- (ii) your primary email address;
- (iii) your primary telephone number;
- (iv) your physical and mailing address(s);
- (v) your credit card information
- (vi) if applicable, the organization you work for, or are affiliated with, and in connection with which you are utilizing the Software; and
- (vii) if applicable, your role or title in the organization.

(g) You may be able to download, access, and utilize the Software on a provisional or limited basis, for a limited time, without creating an Account or registering your copy of the Software.

(h) If you purchase the Software on behalf of an individual third person, such party must accept the terms of this Agreement before using the Software.

(i) We reserve the right, at any time to require you to purchase a license key, create an Account and/or register your copy of the Software to continue your use of the Software.

(j) We expressly reserve the right to block a license key from future use where the number of activations or users exceed the number of licenses purchased. Furthermore, we have the right to disable your copy of the Software, your Account, or your license key at any time if, in our sole opinion, you have violated any provision of this Agreement or if your continued use of the Software may cause harm to Company or to any other third party.

(k) You are responsible for keeping your Account and password information secure. You agree to notify us immediately of any unauthorized access to or use of your Account, license key, user name, information, or password or any other breach of security. You also agree to exit from your Account at the end of each session. You should use particular caution when accessing your Account so as not to provide third parties with Account license key credentials.

(l) You acknowledge and agree that certain functionality and features of the Software may be dependent upon factors outside of our control, including but not limited to your Computing Device, the operation of third party provided hardware and network services.

(m) Some of the software's features rely on third party communications networks and technology, accordingly, the software may experience occasional failures or delays in the delivery or receipt of properly sent information or data.

(n) We reserve the right to change, suspend, disable, or delete any features or functionality of the Software at any time and without notice.

4. **Intellectual Property.**

(a) All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) that are part of the Software that are otherwise owned by Company shall always remain the exclusive property of Company (or of its suppliers or licensors, if and when applicable). Nothing in this Agreement grants you (or any Organization) a license to Company’s Intellectual Property Rights.

(b) You agree that this is Agreement conveys a limited license to use Company’s Intellectual Property Rights, solely as part of the Software (and not independently of it), and only for the effective Term of the license granted to you hereunder. Accordingly, your use of any of Company’s Intellectual Property Rights independently of the Software or outside the scope of this Agreement shall be considered an infringement of the Company’s Intellectual Property Rights. This shall not limit, however, any claim the Company may have for a breach of contract in the event you breach a term or condition of this Agreement. You shall use the highest standard of care to safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access. Except as expressly granted in this Agreement, Company reserves and shall retain all rights, title, and interest in the Software, including all copyrights and copyrightable subject matter, trademarks and trademarkable subject matter, patents and patentable subject matter, trade secrets, and other intellectual property rights, registered, unregistered, granted, applied-for, or both now in existence or that may be created, relating to the thereto.

(c) You (or the Organization, if and as applicable) shall retain ownership of all Intellectual Property Rights in and to the work products that you create through or with the assistance of the Software.

5. **End User Provided Materials**. You acknowledge and agree that Company is not responsible for the accuracy, completeness, correctness, timeliness, validity, copyright compliance, legality, decency, formatting, quality, availability, or any other aspect of materials, information of data uploaded or input into the Software by you directly, or that is collected through the operation of the Software (collectively, the “**End User Provided Materials**”). COMPANY DOES NOT ASSUME AND EXPRESSLY DISCLAIMS ANY

AND ALL LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY END USER PROVIDED MATERIALS.

6. **Compliance Measures.**

(a) You acknowledge and agree that Company and its subsidiaries may collect and use technical and related information in order to improve Company's products or to provides services or technologies. Company will comply with applicable data privacy laws, data breach laws and industry standards in the United States of America. Company and any subcontractors to whom your data is provided shall maintain a commercially reasonable data security program, which shall include reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of data in the possession of Company or its subcontractors, and which shall be (i) no less rigorous than those maintained by Company for its own information of a similar nature, and (ii) no less rigorous than typical security standards in the industry.

(b) The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under Section 2. You shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection or security features. Any violation of this Section 6(b) by you shall be considered a breach of this Agreement.

(c) You acknowledge and agrees that Software is "seeded" with code and/or content features as a way to ensure compliance with this Agreement and Company's Intellectual Property Rights; such compliance mechanisms will not negatively impact your usability of the Software.

7. **Updates.**

(a) Company may, from time to time, in its sole discretion, develop and provide upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "*Updates*"). Updates may also modify or delete in their entirety certain features and functionality.

(b) Company does not guarantee that Updates will be made or provided, and Company has sole discretion as to the type, scope, or timing of Updates, or whether or not to issue them. Accordingly, you agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality, and expressly disclaims any liability for not doing so.

(c) You further agree that all Updates will be deemed Software, and related documentation will be deemed Updates. All Updates shall be deemed Software, and Updates shall be subject to all terms and conditions of this Agreement.

(d) Your purchased license to the Software grants you the right to receive Updates (if and when Company makes them available) at no additional cost for one (1) year from the date of your license purchase. Thereafter, the Company shall have no obligations to provide any further Updates to you, and you must purchase a new license to receive future Updates.

8. **Third Party Materials.** The Software may display, incorporate the use of, include or make available third-party content (including data, information, applications, and other products, services, and/or materials), software, or services (“*Third Party Materials*”). You acknowledge and agree that Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. COMPANY DOES NOT ASSUME AND WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY THIRD-PARTY MATERIALS. Third Party Materials and links are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions.

9. **Term and Termination.**

(a) The term of Agreement (the “*Term*”) commences when you download the Software and will continue in effect until terminated by you or by Company as set forth in this Section 9. This Agreement will also be terminated by termination of the License Agreement.

(b) You may terminate this Agreement by deleting the Software and all copies from your Computing Device.

(c) Company may terminate this Agreement without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:
all rights granted to you under this Agreement will be terminated; and
you must cease all use of the Software and delete all copies of the Software from your Computing Device.

(e) Termination will not limit any of Company's rights or remedies at law or in equity.

10. **Warranties.**

(a) Company represents and warrants that it has the proper rights and authority to grant the license to you to utilize the Software.

(b) You represent, warrant, and covenant that:

(i) you shall at all times comply with applicable laws, regulations, and government directives in your use of the Software;

(ii) if you are accessing or using the Software on behalf of an Organization, you have obtained all required permissions and authorizations that may be necessary from the Organization in order to use the Software and End User Provided Materials;

(iii) all End User Provided Materials that you input or upload to the Software are either owned by you, or have been lawfully obtained by you, and that you have all of the necessary authorizations from the appropriate parties to possess, view, access, and upload such End User Provided Materials (and, if applicable, to share them with other End Users); and

(iv) your use of the Software does not and will not conflict with, or infringe upon, the rights of the Company, the Organization (if applicable), or any third party.

11. **Disclaimer of Warranties.**

(a) EXCEPT FOR THE WARRANTIES PROVIDED IN SECTION 10(A), THE SOFTWARE IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, ORAL, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, SOFTWARES, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

(b) COMPANY DOES NOT MANUFACTURE OR PROVIDE ANY HARDWARE, DEVICES, OR EQUIPMENT OF ANY KIND. ACCORDINGLY, COMPANY MAKES NO REPRESENTATIONS AND DISCLAIMS ANY AND ALL WARRANTIES IN CONNECTION WITH ANY TYPE OF DEVICE OR EQUIPMENT WITH WHICH YOU MAY UTILIZE THE SOFTWARE.

(c) COMPANY MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES OF ANY KIND AS TO THE ACCURACY, COMPLETENESS, APPROPRIATENESS, RELIABILITY, TIMELINESS, USABILITY, AVAILABILITY, OR ANY OTHER QUALITY, OF ANY END USER PROVIDED MATERIALS IN UTILIZING THE SOFTWARE.

12. **Limitation of Liability.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF (OR INABILITY TO USE) THE SOFTWARE OR ANY ASSOCIATED SERVICES FOR PERSONAL INJURY, WRONGFUL DEATH, PERSONAL OR PROFESSIONAL NEGLIGENCE, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF GOODWILL, BREACH OF PRIVACY, UNAUTHORIZED ACCESS OF YOUR DATA BY THIRD PARTIES, LOSS OF DATA, BUSINESS INTERRUPTION, COMPUTING DEVICE FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES;

(b) UNDER NO CIRCUMSTANCES WILL COMPANY, OR ANY OF OUR AFFILIATES BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AND LOST BUSINESS OPPORTUNITIES), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER.

(c) IN NO EVENT SHALL COMPANY'S LIABILITY FOR ANY DAMAGES UNDER THIS AGREEMENT, IN THE AGGREGATE, EXCEED THE LESSER OF (1) THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENSE TO THE SOFTWARE; OR (2) FIVE HUNDRED DOLLARS (\$500.00). THIS SECTION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL DAMAGES HEREUNDER.

(d) THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **Additional Disclaimers and Limitations of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER THAT ARISE OUT OF, OR THAT ARE IN CONNECTION WITH AN END USER'S USE OF (OR INTERACTION WITH) THE SERVICES OF ANY THIRD PARTY, WHETHER THROUGH OR IN CONNECTION WITH THE SOFTWARE OR OTHERWISE.

14. **Indemnification.** You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to: i) your use or misuse of the Software; ii) your failure to comply with any applicable law, regulation, or government directive; iii) your breach of this Agreement; or iv) your agreement or relationship with an Organization (if applicable) or any third party. Furthermore, you agree that the Company assumes no responsibility for the information or content you submit or make available through this Software or the content that is made available to you by third parties.

15. **Severability.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

16. **Arbitration.**

(a) **Binding Arbitration.** In the event of a dispute, claim or controversy between the Parties that arises out of or relates to the breach, termination, enforcement, interpretation or validity of any provision of this Agreement (and including, without limitation, statutory, common law, or equitable claims), the Parties agree to resolve all such matters by means of binding arbitration. The parties acknowledge that this Agreement evidences a Transaction for Payment Services involving interstate commerce. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Agreement.

(b) **Arbitrators.** Either Party may institute an arbitration proceeding before the American Arbitration Association (“AAA”) or JAMS. The arbitration will be conducted before a single, neutral arbitrator, and each arbitration shall be commenced as an individual arbitration event, and not as a class arbitration. The arbitrator will be selected and agreed to by the Parties, but in the event that the Parties are unable to agree upon the arbitrator, the AAA or JAMS (as applicable) shall appoint an arbitrator with sufficient understanding of the business and technology issues relevant to resolving the dispute. The arbitrator shall have the sole power to rule on matters of jurisdiction, arbitrability, timeliness of claims, issue preclusion, and to grant permanent equitable relief (provided however, that Company may seek temporary equitable relief against you until such matter is resolved by the arbitrator).

(c) **Arbitration Rules.** For arbitration before the AAA, the Commercial Arbitration Rules will apply. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. This Section 16 shall govern in the event it conflicts with the applicable arbitration rules.

(d) **Arbitration Award.** The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal, and may be entered in any court having jurisdiction over the Parties for purposes of enforcement.

(e) **Arbitration Venue.** The Parties agree to bring any arbitration proceedings in Atlanta, Georgia, USA, and the Parties agree to use this location for arbitration.

(f) **Payment of Arbitration Fees and Costs.** Each Party hereto shall be responsible for its own attorney's fees, costs, and expenses.

(g) **Class Action Waiver.** Except as otherwise provided in this Section 16, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and we specifically agree to do so following initiation of the arbitration. You acknowledge and agree that even if you bring any claim or seek resolution of any dispute in court, this Class Action Waiver will continue to apply to you.

(h) **Jury Waiver.** You understand and agree that by accepting this Agreement, you agree to waive your right to a jury trial in a court of law.

(i) **Survival.** This Section 16 shall survive the termination of this Agreement.

17. **Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule.

18. **Limitation of Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

19. **Entire Agreement.** This Agreement contains the entire agreement between you and Company with respect to the Software and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Software.

20. **Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.
21. **No Employment or Agency Relationship.** No provision of this Agreement, or any part of relationship between you and Company, is intended to create nor shall they be deemed or construed to create any relationship between you and Company other than that of an end user of the Software and services provided.
22. **Equitable Relief.** You acknowledge and agree that your breach of this Agreement would cause Company irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which Company may be entitled, you acknowledge and agree that we may seek injunctive relief to prevent the actual, threatened or continued breach of this Agreement.
23. **Headings.** The headings in this Agreement are for reference only and shall not limit the scope of, or otherwise affect, the interpretation of this Agreement.
24. **Geographic Restrictions.** The Company is based in the United States of America and provided for access and use primarily by persons located in the United States, and is maintains compliance with U.S. laws and regulations. If you purchase the Software and/or use it from outside the United States of America, you are solely and exclusively responsible for compliance with local laws.
25. **Comments, Concerns and Notifications.** The Software is operated by Hooper Software LLC. All feedback, comments, requests for technical support and other communications relating to the Software should be directed to: support@principleformac.com