

End User Agreement

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In addition to the service provider software, the term Software includes any other programs, tools, internet-based services, components and any updates (for example, Software maintenance, service information, help content, bug fixes, or maintenance releases etc.) of the Software that Developer provides or makes available to you.

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5. **REGISTRATION.** You must register to use the Software and (i) provide true,

accurate, current and complete information as prompted in the sign-up process (the "Registration Data"), and (ii) maintain and promptly update the Registration Data to keep it accurate, current and complete. If you provide any Registration Data that is inaccurate, not current or incomplete, or Developer has reasonable grounds to suspect is inaccurate, not current or incomplete, Developer may, in its sole discretion, suspend or terminate your account and refuse any and all current or future access to and use of the Software or Services (or any portion thereof).

6. PRIVACY. For details about Developer's privacy policies, please refer to the Privacy Statement policy link provided by Developer. You agree to be bound by the applicable Developer privacy policy, as it may be amended from time to time in accordance with its terms.

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BY APPLICABLE LAW, DEVELOPER, ITS SUPPLIERS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, THE LOSS, CORRUPTION OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS OR INVESTMENT, USE OF THE SOFTWARE WITH HARDWARE OR OTHER SOFTWARE THAT DOES NOT MEET DEVELOPER'S SYSTEMS REQUIREMENTS OR THE LIKE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF DEVELOPER, ITS SUPPLIERS, SERVICE PROVIDERS, OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IF ANY PART OF THIS AGREEMENT IS DEEMED UNLAWFUL OR UNENFORCEABLE THEN THE REMAINING LAWFUL AND ENFORCEABLE SECTIONS SHALL REMAIN IN FULL FORCE AND AFFECT.

9. CONSENT TO CONDUCT BUSINESS ELECTRONICALLY (CONSENT).

(a) Consent to Electronic Communications. Developer may be required by law to send Communications to you that may pertain to the Software, the use of information you may submit to Developer, and the services you choose. Additionally, certain of the Third Party Services you choose may require Communications with the third parties who administer these programs. You agree that Developer, on behalf of itself, and others who administer such services (as applicable), may send Communications to you by email and/or may make Communications available to you by posting them at one or more websites. You consent to receive these Communications electronically. The term Communications means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with the Software and the Online Services and Third Party Services.

(b) Consenting to Do Business Electronically. The decision whether to do business electronically is yours, and you should consider whether you have operational computer equipment and browser software updated to the latest revisions to provide designed functionality and usefulness.

(c) Changes to Your Email Address. You agree to notify us promptly of any change in your email address.

10. AMENDMENT. Developer shall have the right, to change or add to the terms of its Agreement at any time, (provided that it is not Developer's intent to change, delete, discontinue, or impose conditions on any feature or aspect of Software and Services (including but not limited to Internet based services, pricing, technical support options, and other product-related policies) upon notice by any means Developer determines in its discretion to be reasonable, including posting information concerning any such change, addition, deletion, discontinuance or conditions in Software or on any Developer sponsored web site. Any use of the Software by you after Developer's publication of any such changes shall constitute your acceptance of this

Agreement as modified.

11. **TERMINATION.** Your rights under this Agreement may be terminated or suspended by Developer immediately and without notice if you fail to comply with any term or condition of this Agreement or you no longer consent to receive Electronic Communications in accordance with Section 9. Upon termination you must immediately cease using the Software and Services. Any termination of this Agreement shall not affect Developer's rights hereunder.

12. **MISCELLANEOUS.** Except as expressly set forth in this Agreement, this Agreement is a complete statement of the agreement between you and Developer and sets forth the entire liability of Developer, its Suppliers, and service providers, and your exclusive remedy with respect to the Software, and its use. The Suppliers, agents, employees, distributors, and dealers of Developer are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on Developer. Any waiver of the terms herein by Developer must be in a writing signed by an authorized officer of Developer and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. This Agreement will be governed by Massachusetts law as applied to agreements entered into and to be performed entirely within the Commonwealth of Massachusetts, without regard to its choice of law or conflicts of law principles that would require the application of law of a different jurisdiction, and applicable federal law. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. As used in this Agreement, the word including means including but not limited to. This Agreement does not limit any rights that Developer may have under trade secret, copyright, patent or other laws.