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THE DECISION WHEEL APPLICATION PRODUCTS ARE CURRENTLY: **DIAL A UNIVARIATE DESIGN; DIAL A MULTIVARIATE DESIGN; DIAL A STATISTIC; DIAL A RELATIONSHIP; DIAL A NON-PARAMETRIC STATISTIC; DIAL A QUALITATIVE RESEARCH DESIGN; DIAL A VALIDITY COEFFICIENT; AND DIAL A RELIABILITY COEFFICIENT.**

THE USE OF DECISION WHEEL APPLICATION PRODUCTS ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

THESE TERMS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLIED MEASUREMENT ASSOCIATES THAT GOVERN YOUR USE OF THE DECISION WHEEL APPLICATION PRODUCTS AND SERVICES OFFERED THROUGH APPLE, INC. IF YOU AGREE TO THESE TERMS OF USAGE AND SERVICE, CLICK "I AGREE." IF YOU DO NOT AGREE TO THESE TERMS OF USAGE AND SERVICE, CLICK "I DO NOT AGREE," AND DO NOT USE THE DECISION WHEELS APPLICATION PRODUCTS. YOU MUST ACCEPT AND ABIDE BY THESE TERMS OF USAGE AND SERVICE AS PRESENTED TO YOU: CHANGES, ADDITIONS, OR DELETIONS ARE NOT ACCEPTABLE, AND APPLIED MEASUREMENT ASSOCIATES MAY REFUSE ACCESS TO ITS APPLICATION PRODUCTS FOR NONCOMPLIANCE WITH ANY PART OF THESE TERMS OF USAGE AND SERVICE.

**1. ACCESS.** DECISION WHEEL APPLICATION PRODUCTS ARE PROVIDED AS INFORMATION MATERIAL, AND ARE AVAILABLE ONLY TO INDIVIDUALS FOR THEIR SOLE USE WHO HAVE PAID THE CURRENT FEE(S). ANY UNAUTHORIZED DISTRIBUTION AND DUPLICATION IS STRICTLY FORBIDDEN.

**2. SYSTEM REQUIREMENTS.** DECISION WHEEL APPLICATION PRODUCTS ARE DESIGNED FOR USE ON IPHONE, IPAD, ITOUCH AND EVENTUALLY THE INTERNET AND MAY REQUIRE COMPATIBLE HARDWARE, SOFTWARE, AND INTERNET ACCESS WHICH IS THE SOLE RESPONSIBILITY OF THE INDIVIDUAL USER. HARDWARE, SOFTWARE, AND INTERNET ACCESS MAY REQUIRE OBTAINING UPDATES OR UPGRADES FROM TIME TO TIME WHICH YOU ACKNOWLEDGE AND AGREE THAT SUCH REQUIREMENTS, WHICH MAY BE CHANGED FROM TIME TO TIME, ARE YOUR RESPONSIBILITY.

**3. AGREEMENT.** YOUR USE OF DECISION WHEEL APPLICATION PRODUCTS IS SUBJECT TO THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONFIDENTIALITY, NON-DUPLICATION, AND NON-DISTRIBUTION PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT OR ANY INFORMATION PROVIDED AND YOUR UNDERSTANDING OF USAGE, THE TERMS OF THIS AGREEMENT SHALL GOVERN.

**4. YOUR INFORMATION.** YOU AGREE TO PROVIDE ACCURATE, CURRENT, AND COMPLETE INFORMATION REQUIRED TO PURCHASE DECISION WHEEL APPLICATION PRODUCTS AND AT OTHER POINTS AS MAY BE REQUIRED IN THE COURSE OF USING DECISION WHEEL APPLICATION PRODUCTS. YOU FURTHER AGREE TO MAINTAIN AND UPDATE YOUR USER INFORMATION AS REQUIRED TO KEEP IT ACCURATE, CURRENT, AND COMPLETE. NO USER INFORMATION WILL BE SOLD OR USED OTHER THAN TO MAINTAIN A BUSINESS RELATIONSHIP WITH THE USER.

**5. ACCOUNT AND PASSWORD.** WHEN PURCHASING DECISION WHEEL APPLICATION PRODUCTS, WE MUST PROCESS PAYMENT VIA AN ACCOUNT. YOU ARE SOLELY RESPONSIBLE FOR TRANSACTIONS PERTAINING TO THE AVAILABILITY OF YOUR FUNDS TO PURCHASE DECISION WHEEL PRODUCTS. YOU ARE ENTIRELY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR ON OR THROUGH YOUR PAYMENT TRANSACTION, AND YOU AGREE TO IMMEDIATELY NOTIFY APPLIED MEASUREMENT ASSOCIATES OF ANY UNAUTHORIZED USE OR ANY OTHER BREACH OF SECURITY. APPLIED MEASUREMENT ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY LOSSES ARISING OUT OF THE UNAUTHORIZED OR OTHER IMPROPER USE OF YOUR PAYMENT ACCOUNT.

**6. USAGE.** THE DECISION WHEEL APPLICATION PRODUCTS ARE AVAILABLE FOR USE ONE YEAR FROM DATE OF PURCHASE. UPDATES MAY BE PROVIDED FREE OF CHARGE DURING THE ONE YEAR PERIOD OF USAGE AND CAN BE INSTALLED VIA THE USUAL APPLICATION STORE NOTIFICATION. WHEN USAGE EXPIRES, YOU WILL BE GIVEN THE OPTION TO REPURCHASE THE PRODUCT. IN THE EVENT YOU DISCONTINUE USAGE AFTER EXPIRATION, YOU AGREE TO DESTROY ALL COPIES AND APPLICATIONS OF THE PRODUCT FROM YOUR HARDWARE, SOFTWARE, AND/OR INTERNET DEVICES.

## **7. INTELLECTUAL PROPERTY.**

**A. ACKNOWLEDGEMENT OF OWNERSHIP.** YOU AGREE THAT APPLIED MEASUREMENT ASSOCIATES IS THE SOLE OWNER OF THE DECISION WHEEL APPLICATION PRODUCTS. THE DECISION WHEEL APPLICATION PRODUCTS CONTAIN PROPRIETARY INFORMATION AND MATERIAL THAT IS SOLELY OWNED BY APPLIED MEASUREMENT ASSOCIATES AND IS PROTECTED BY APPLICABLE INTELLECTUAL PROPERTY AND OTHER LAWS, INCLUDING BUT NOT LIMITED TO COPYRIGHT, AND THAT YOU WILL NOT USE SUCH PROPRIETARY INFORMATION OR MATERIALS IN ANY WAY WHATSOEVER EXCEPT FOR YOUR INDIVIDUAL USE OF THE INTACT DECISION WHEEL APPLICATION PRODUCT. NO PORTION OF THE DECISION WHEEL APPLICATION PRODUCTS MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS.

**B. COPYRIGHTS.** ALL COPYRIGHTS IN AND TO DECISION WHEEL APPLICATION PRODUCTS ARE OWNED BY APPLIED MEASUREMENT ASSOCIATES.

**C. TRADEMARKS.** APPLIED MEASUREMENT ASSOCIATES AND ANY TRADEMARKS, SERVICE MARKS, GRAPHICS, AND LOGOS USED IN CONNECTION WITH DECISION WHEEL APPLICATION PRODUCTS ARE TRADEMARKS OR REGISTERED TRADEMARKS OF APPLIED MEASUREMENT ASSOCIATES IN THE U.S. AND/OR OTHER COUNTRIES. YOU ARE GRANTED NO RIGHT OR LICENSE WITH RESPECT TO ANY OF THE AFORESAID TRADEMARKS AND ANY USE OF SUCH TRADEMARKS.

## **8. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATIONS.**

**A.** APPLIED MEASUREMENT ASSOCIATES DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF ANY DECISION WHEEL APPLICATION PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME APPLIED MEASUREMENT ASSOCIATES MAY REQUIRE UPGRADES TO DECISION WHEEL APPLICATION PRODUCTS. IT MAY ALSO OCCUR THAT SOME DECISION WHEEL APPLICATION PRODUCTS WILL BE REMOVED FOR INDEFINITE PERIODS OF TIME, OR CEASE TO OFFER DECISION WHEEL APPLICATION PRODUCTS IN ITS ENTIRETY, AT ANY TIME, WITHOUT NOTICE TO YOU.

**B.** YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, DECISION WHEEL APPLICATION PRODUCTS IS AT YOUR SOLE RISK. DECISION WHEEL APPLICATION PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH IPHONE, IPAD, OR THE INTERNET ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

**C.** IN NO CASE SHALL APPLIED MEASUREMENT ASSOCIATES, ITS PRESIDENT, OFFICERS, EMPLOYEES, AFFILIATES, ASSOCIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF DECISION WHEEL APPLICATION PRODUCTS OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF DECISION WHEEL APPLICATION PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY PRODUCT OR SERVICE, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY PRODUCT OR SERVICE, POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE, EVEN IF ADVISED OF THEIR POSSIBILITY.

**D.** APPLIED MEASUREMENT ASSOCIATES DOES NOT REPRESENT OR GUARANTEE THAT DECISION WHEEL APPLICATION PRODUCTS WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND APPLIED MEASUREMENT ASSOCIATES DISCLAIMS ANY LIABILITY RELATING THERETO.

**9. INDEMNITY.** BY USING THE DECISION WHEELS APPLICATION PRODUCTS, YOU AGREE TO INDEMNIFY AND HOLD APPLIED MEASUREMENT ASSOCIATES, ITS PRESIDENT, OFFICERS, EMPLOYEES, AFFILIATES, ASSOCIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THESE TERMS OF AGREEMENT AND SERVICE OR YOUR OTHER IMPROPER, UNAUTHORIZED OR UNLAWFUL USE.

**10. NOTICES.** APPLIED MEASUREMENT ASSOCIATES MAY SEND YOU NOTICE WITH RESPECT TO DECISION WHEEL APPLICATION PRODUCTS VIA EMAIL ADDRESS IN YOUR CONTACT INFORMATION OR BY POSTING VIA A DECISION WHEEL APPLICATION PRODUCT UPDATE. SUCH NOTICES SHALL BECOME EFFECTIVE IMMEDIATELY.

**11. GOVERNING LAW.** YOU EXPRESSLY AGREE THAT THE LAWS OF THE STATE OF ALABAMA, EXCLUDING ITS CONFLICTS OF LAW RULES, GOVERN THESE TERMS OF AGREEMENT AND SERVICE AND YOUR USE OF DECISION WHEEL APPLICATION PRODUCTS, AND THAT THE EXCLUSIVE LEGAL JURISDICTION FOR ANY PROCEEDING RELATING IN ANY WAY TO YOUR USE OF DECISION WHEEL APPLICATION PRODUCTS WILL BE TUSCALOOSA COUNTY, ALABAMA. YOU HEREBY WAIVE THE RIGHT TO OBJECT TO THE FOREGOING CHOICE OF LAW, PERSONAL JURISDICTION OR VENUE.

**12. HOLD HARMLESS.** THESE TERMS OF AGREEMENT AND SERVICE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND APPLIED MEASUREMENT ASSOCIATES AND GOVERN YOUR USE OF ANY DECISION WHEEL APPLICATION PRODUCT, SUPERSEDING ANY PRIOR AGREEMENTS BETWEEN YOU AND APPLIED MEASUREMENT ASSOCIATES. IF ANY PART OF THESE TERMS OF AGREEMENT AND SERVICE IS HELD INVALID OR UNENFORCEABLE, THAT PORTION SHALL BE CONSTRUED IN A MANNER CONSISTENT WITH APPLICABLE LAW TO REFLECT, AS NEARLY AS POSSIBLE, THE ORIGINAL INTENTIONS OF THE PARTIES, AND THE REMAINING PORTIONS SHALL REMAIN IN FULL FORCE AND EFFECT. APPLIED MEASUREMENT ASSOCIATES FAILURE TO ENFORCE ANY RIGHT OR PROVISIONS IN THESE TERMS OF AGREEMENT AND SERVICE WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, OR ANY OTHER PROVISION OF THESE TERMS OF AGREEMENT AND SERVICE. APPLIED MEASUREMENT ASSOCIATES WILL NOT BE RESPONSIBLE FOR FAILURES TO FULFILL ANY OBLIGATIONS DUE TO CAUSES BEYOND ITS CONTROL.

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