

TouchChat HD- AAC w/ WordPower 2.49.0 License Agreement

License Agreement

This License Agreement (“Agreement”) is a legal agreement between the person, company or organization (“you” or “user”) that has downloaded the TouchChat mobile software application (“Application”) and Prentke Romich Company, doing business as PRC-Salttillo, (collectively, “PRC-Salttillo”, “we,” “us” or “our”). This Agreement governs your use of the Application you have chosen to download for use on your mobile device (“Device”). By downloading or using the Application, you agree to be bound by this Agreement. If you do not agree to the terms of this Agreement, you should not install, or shall immediately un-install, the Application, and you shall have no right to use it.

Both we and you acknowledge that this Agreement is between us and you, and that Apple, Inc. (“Apple”) is not a party to this Agreement. We are solely responsible for the content of the Application.

The Application does not require sign-in, log-in, or any information to operate. The Application only collects information that is voluntarily provided if you choose to create an account. If you choose to create an account, the information provided should be that of the Device owner. Accounts can be created or accessed at <https://accounts.prc-salttillo.com>.

PRC-Salttillo does not collect any data containing your Protected Health Information. Protected Health Information is defined as any information about health status, provision of health care, or payment for health care. The only data sharing options for users of the Application are through the use of additional optional on-line subscription services provided by PRC-Salttillo to be used in conjunction with the Application, such as Realize and iShare.

We are committed to protecting your privacy and security. For more information, you should review our Privacy Policy located at <https://www.prc-salttillo.com/privacy-policy>. Our Privacy Policy is incorporated into this Agreement by this reference.

1. Product License

A. The Application is provided to you under license. Your use of the Application, and any information or data downloaded by or in connection with the Application, is subject to and limited by the license terms set forth below.

B. We grant you a limited, non-exclusive, non-transferable license to use the Application subject to the terms and conditions set forth in this Agreement. You may: (a) install the Application on any Device that you own or control; (b) use the Application for personal, educational purposes only; (c) make one copy of the Application for back-up, archival

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This Agreement will also govern any software upgrades provided by PRC-Salttillo that replace and/or supplement the original Application, unless such upgrades are accompanied by a separate license, in which case the terms of that license will govern. Apple has no obligation to provide you with any updates, maintenance or support services for the Application.

C. You may not use, or permit others to use, the Application except under the terms expressly listed above. A separate license must be purchased for each end user. Without limiting the generality of the foregoing, you shall not, and shall not permit anyone else to: (i) use the Application on any Device that you do not own or control; (ii) use the Application for service bureau, time-sharing or other similar purposes; (iii) modify, translate, reverse engineer, decompile, attempt to derive the source code of, disassemble (except to the extent that this restriction is expressly prohibited by law), modify or create derivative works based upon the Software; (iv) copy the Application (except as permitted above), any updates or any part thereof; (v) rent, lease, sell, offer to sell, distribute, or otherwise transfer rights to the Application; (vi) install the Application on any device not manufactured by us and sell that device as part of a communications aid or solution (unless so authorized as a reseller under the terms of a separate written agreement with PRC-Salttillo); (vii) develop, sell or distribute applications that integrate with the Application or otherwise make use of the Data; (viii) remove any proprietary notices or labels on or relating to the Application; or (ix) use the Application in any manner that could impair any website that we may own or operate currently or in the future, including but not limited to the PRC-Salttillo website located at www.prc-salttillo.com ("Website") or in any way or interfere with any party's use and enjoyment of the Website.

D. All right, title and interest in and to the Application (including without limitation all intellectual property rights) shall remain in us. Without limiting the foregoing, the Application and all information or data downloaded by or in connection with it are protected by the copyright law of the United States and international copyright treaties, as well as other proprietary rights. All content included on this site such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software is the property of PRC-Salttillo, its Sponsors or its content suppliers. See www.prc-salttillo.com for complete trademark information.

In the event of any third-party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

2. Consent to Use of Information

To facilitate product support, product development and improvement as well as other services to you, you agree that PRC-Salttillo or other third parties authorized by PRC-Salttillo may use cookies, web beacons and other analytic technologies to collect, use, store and transmit non-personally identifiable technical and related information regarding your Device, including unique device I.D., IP address, geo-location, device make and model, operating system, software and applications, including application usage data. In addition, such parties may collect, store, use and transmit non-personally identifiable session data, browser identifiers, carrier information as well as online and Application usage metrics, statistics or analytics.

3. Termination

You acknowledge that we have the right to restrict access to, terminate and/or otherwise modify the Application for any reason, including but not limited to a breach of any provision the terms of use our Website or this Agreement. On termination, you must destroy all copies of the Application and any information or data downloaded from the application to your Device.

4. Additional Disclaimers of Warranties

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5. Additional Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES, SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THE APPLICATION; OR (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM USE OF THE APPLICATION, OR ANY DEFECT THEREIN. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH THE APPLICATION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE APPLICATION. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE APPLICATION, OR WITH ANY PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THE APPLICATION.

6. Export and Other Laws

You may not use the Application in contravention of any federal, state or other applicable laws. Without limiting the foregoing, the Application may be subject to United States export control laws, and you agree to comply strictly with all such laws which are now or hereafter in effect. In particular, but without limitation, you may not export or re-export the Application: (a) into any United States embargoed countries or (b) to anyone on the United

States Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce Denied Person's List or Entity List. By using the Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear or chemical or biological weapons.

7. Third Party Beneficiaries

Apple is a third-party beneficiary to this Agreement. Upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of this Agreement with respect to the Application.

8. Product Questions, Comments, Claims and Contact Information.

We, and not Apple, are responsible for addressing any questions, comments or claims relating to the Application and/or your use of the Application, including but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. If you have any comments or questions, please contact PRC-Salttillo at:

PRC-Salttillo

1022 Heyl Road

Wooster, OH 44691

Attn: Customer Service

E-mail: info@touchchatapp.com

9. Indemnification

You agree to indemnify, hold harmless and, at our option, defend us and our affiliates, and our and their officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney's fees and expenses) arising from your improper use of the Application, your violation of this Agreement, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

10. Governing Law and Choice of Forum

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to your use of this Application or this Agreement shall be filed only in the state or federal courts located in or having jurisdiction over Wayne County in the State of Ohio and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

11. Waiver of Breach.

Our failure to require performance of any provision or part of any provision shall not affect our right to require or enforce performance at any time thereafter, nor shall a waiver of a breach of any provision of this Agreement by any user operate or be construed as a waiver of any subsequent breach by you or any other user.

12. Symbol Applications/Software

Use of any applications that contain or provide access to 3rd party symbol sets (specifically TobiiDynavox PCS® symbol library and the News2You SymbolStix® symbol library, hereinafter SYMBOLS) or any part thereof, is governed by the following provisions in addition to the rest of the terms and conditions of this Agreement.

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13. Attorneys' Fees.

In any action or proceeding brought to enforce any provision of this Agreement, the successful party shall, to the extent permitted by applicable law, be entitled to recover reasonable attorneys' fees in addition to any other available remedy.