PRC-Saltillo iOS Software Application License Agreement

Prentke Romich Company, doing business as PRC-Saltillo, as licensor (collectively, "PRC-Saltillo," "we," "us" or "our")

AND

Any person, company or organization ("you" or "User"), as licensee pursuant to the terms of this license agreement ("Agreement") that implements or uses in any way, a PRC-Saltillo iOS software application such as TouchChat®, LAMP Words for Life®, Dialogue® AAC, or Unity® AAC (each, an "Application") on an iOS device ("Device").

You agree to be bound by the terms of this Agreement when you download, install, copy, execute or in any other way implement, manage, or make use of the Application. If you do not agree to the terms of this Agreement, you shall have no right to make use of it.

Both PRC-Saltillo and you acknowledge that this Agreement is between you and PRC-Saltillo, and there is no other party to this agreement including any third-party application host such as Apple, Inc. ("Apple"). PRC-Saltillo is solely responsible for the content of the Application.

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The Application is owned by PRC-Saltillo and is protected by all applicable property and intellectual property laws including copyright protection. Except for the license explicitly granted by this Agreement to you, PRC-Saltillo retains all right, title and interest in and to the Application and all Intellectual Property associated with it, including all patents, copyrights, trademarks, tradenames, trade secrets, and all other proprietary rights in or related to the Application. PRC-Saltillo retains the exclusive right to control the use, copying, licensing, and/or distribution of the Application, including the right to restrict others from use, copying, licensing, and/or distributing the Application. See prc-saltillo.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, PRC-Saltillo, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

Product License

General License Grant: PRC-Saltillo grants you, as a User, a limited, non-exclusive, non-transferable license to use the Application subject to the terms and conditions set forth in this Agreement. As used herein, a User is a Communicator or a Communication Partner.

License Types:

Communicator: As used herein, a Communicator is any person making use of the software who is not a Communication Partner, including, but not limited to, individuals using the Application, to communicate and/or for accessibility purposes. For a Communicator, the Application may be installed and activated on up to ten (10) devices concurrently, but only for use by you or your Communication Partner.

Communication Partners or Agents: As used herein, a Communication Partner is an individual or entity who uses the software solely to support its use by an AAC communicator, or any professional AAC consultant, advisor, or Information Technology personnel within an AAC service provider or institution.

Communication Partners may:

a) install and activate the Application on up to ten (10) devices concurrently for AAC assessment purposes and/or educational training conducted by you, provided that these devices are primarily being used by You

b) share the license with one other Communicator; the Communicator and Communication Partner may allocate the licenses according to need

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a) Except under the terms expressly listed above, or unless granted express permission through separate license by PRC-Saltillo, you may not use or permit others to use, the Software other than under the terms expressly listed in this Agreement

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c) PRC-Saltillo owns all legal rights, title and interest in and to the Application, including all related Intellectual Property Rights as defined in this Agreement

d) Ownership rights of the Application shall not be transferred; if you transfer the Application to any other person in violation of these terms, you will be responsible for any breach of these license terms by a subsequent User

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f) You may not remove any of PRC-Saltillo's trademarks, trade names, logos, patent or copyright notices, or markings from any part of the Application

g) You may not transfer, rent, or lease the Application to another party other than as provided elsewhere in this Agreement nor use the Application on any Device that you do not own or control

h) You may not develop, sell, distribute, or accept reimbursement for any medical speech generating Device which includes the software on it (unless so authorized as a reseller under the terms of a separate written agreement with PRC-Saltillo)

This Agreement governs any Application updates or upgrades provided by PRC-Saltillo that replace and/or supplement the original Application, unless such 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.

Privacy and Consent to Use of Information

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.

To facilitate product support, product development and improvement as well as other services to you, you agree that PRC-Saltillo or other third parties authorized by PRC-Saltillo 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, and online and Application usage metrics, statistics, or analytics.

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Termination

You acknowledge that PRC-Saltillo has 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 of the terms of this Agreement. On termination, you must destroy all copies of the Application and any information or data you have downloaded from the Application.

Additional Disclaimers of Warranties

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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 Sates 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.

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.

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-Saltillo at:

PRC-Saltillo
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Wooster, OH 44691
Attn: Customer Service
E-mail: info@aacapps.com

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.

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.

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 waiver of 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.

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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.