

Sensible Innovations, LLC's AWARE Mobile Application Terms of Service and Use

Last Revised April 15, 2020

AWARE MOBILE APPLICATION TERMS OF SERVICE AND USE:

In order to use this mobile application (“**App**”) and the services, information, and/or other works that we provide (“**Services**”), you MUST agree to these Terms of Service and Use (“**Terms**”). These Terms form a legally binding agreement (“**Agreement**”) between you (“**you**” or “**User**”) and Sensible Innovations, LLC (“**Sensible Innovations**”) with respect to your use of the App and/or the Services. THEREFORE, READ THESE TERMS CAREFULLY AND IN THEIR ENTIRETY BEFORE USING THE APP OR ANY SERVICES.

You agree that accessing or using the Services (whether on a mobile device, pc, tablet, telephone, or otherwise) or using the App and/or clicking on “I Agree” hereafter constitutes your agreement to these Terms. IF YOU DO NOT AGREE TO THE TERMS, THEN YOU SHALL NOT USE THE APP AND/OR SERVICES.

Sensible Innovations reserves the right to change, add or remove portions of the Terms at any time, which shall become effective immediately upon posting. It is your responsibility to review the revised Terms prior to continuing to use the App or the Services, and by continuing to use the App or the Services, you agree to any changes. The month and year of the most recent revision of the Terms can be found above, immediately after the title of these Terms.

Sensible Innovations may change, suspend or discontinue any aspect of the Services at any time for any reason, including the availability of any Services feature, database, or content. Sensible Innovations may also impose limits on certain features and services or restrict your access to parts or all of the App or the Services without notice or liability of any kind.

1. **Use of the App.** Sensible Innovations grants you a non-exclusive, non-transferable license to use and to access the App and the Services subject to the Terms herein. You may use the Services, the App, and any information, images, wayfinding data, audio data and/or other works that you see, hear or otherwise experience on the App (the “**Content**”) solely for your non-commercial, personal purposes, and/or to learn about Sensible Innovations and the products and services offered by Sensible Innovations and its vendors, partners, licensors, licensees, agents, and contractors (collectively hereinafter, “**Affiliates**”). No right, title or interest in any Content is transferred to you, whether as a result of downloading such Content or otherwise. Sensible Innovations reserves complete title and full intellectual property rights in all Services and Content. By using the Services, App, and/or Content you represent and warrant that:

- (i) You are 16 years old or older;
- (ii) If you register or provide information, you are using your actual identity and that any information you provide to us is accurate and complete; AND

(iii) Using the Services, App, and/or Content will not violate any local, state, national, or international laws or regulations that apply to you.

You also understand and agree that any actual or attempted unauthorized use of the Services, App, and/or Content may result in criminal and/or civil prosecution. In order to protect the Services, App, and/or Content's users, our customers and our systems, we reserve the right to view, monitor, and record activity on the App without notice or permission from you or any third party, and to permit law enforcement organizations to do the same. Any information collected by Sensible Innovations may be provided to law enforcement organizations in connection with investigation or prosecution of unlawful activity involving the Services, App, and/or Content. We may also comply with any court orders or subpoenas involving requests for such information.

2. **Safety Rules for Use.** When using the Content or the Services of the App, you understand and agree to abide by the Safety Rules. You understand and agree that the App, Content, and the Services are provided for informational purposes only. The Safety Rules are as follows:

(i) Do not use this mobile application while driving, operating other machinery, or otherwise travelling.

(ii) Use common sense and good judgment when deciding to use this mobile application.

(iii) Do not rely on any directions in this mobile application to be completely accurate. Care has been taken in creating this application, but venues exercise ultimate control over beacon placement and information for beacons, and actual conditions may change or be inaccurate without notice.

(iv) Be aware and pay attention. Changing or temporary conditions may make a route unsafe.

(v) Be vigilant. Do not use these directions to replace your usual means of navigation. **All safety and mobility techniques ordinarily recommended by mobility specialists must be maintained. Our information is not a substitute for orientation and mobility with your usual mobility aid, such as a sighted guide, cane, guide dog, or other means.**

(vi) Be responsible. **You are responsible for your own personal safety and mobility.** We hope that you find our routes and information useful and helpful, but your mobility must be your sole personal responsibility. **This application shall never be your primary or sole source of mobility assistance.**

3. **Restrictions on Use.** Except as expressly authorized by the Terms, you shall not:

(i) Use, alter, copy, modify, distribute, redistribute, display, sublicense, rent, publish, sell, assign, lease, market, transfer, transmit, or derive another work

from the App, any Content, or Services, except as expressly permitted by the Terms;

(ii) Delete, obscure, or in any manner alter any warning, notice (including but not limited to any copyright or other proprietary rights notice), link, or other text or image that appears in the Content or on the App;

(iii) Use the Services or App in any way, which in Sensible Innovations' sole judgment, degrades the reliability, speed, or operation of the Services, App, or any underlying hardware or software thereof; or

(iv) Use the App, Services, and/or Content, or authorize or aid anyone else to, for any purpose that is unlawful, unethical, or otherwise prohibited by these Terms or any applicable federal, state, local, or international law or regulation.

4. **Data Collection and Privacy Policy.** When you use the App and any related Services, you will be assigned an App Token, which will allow Sensible Innovations to identify when and where your App accesses specific Bluetooth beacons ("**App Token Data**"). This App Token Data will be collected and remain the sole and exclusive property of Sensible Innovations. You hereby grant Sensible Innovations exclusive ownership and use of said App Token Data, including the exclusive right to monetize that App Token Data in any way Sensible Innovations chooses.

In addition, Sensible Innovations collects location information to facilitate the navigation features of the App. We may collect two kinds of location information through your use of the Services. To identify venues near you and to appropriately enable the Services, we may gather location information through your mobile phone or device's geolocation, GPS, or similar capabilities. Furthermore, as part of the Services, we may collect information about your location within participating venues through your mobile phone or other device's Bluetooth or similar capabilities in combination with technology implemented by and with our partners. We refer to the location information collected through your mobile device's applicable geolocation, GPS, Bluetooth or similar capabilities simply as "**Location Information.**" We will only gather these kinds of Location Information if you agree to share them with us by opting in, either during your initial app download, login, or later, to receive the Services, pursuant to this Agreement between Sensible Innovations and you, by enabling these capabilities on your mobile device or other device capable of accessing such Services. Once you have opted into receive the Services and consented to our gathering of Location Information, the Services will continue to collect Location Information until you log off (they will continue to gather Location Information if they are running in the background) or use your phone's or other device's setting to disable your mobile device's applicable geolocation, GPS, Bluetooth or similar capabilities for the Services. When you use any location-based features within the Services, such as turn-by-turn navigation and local search, various location-related and usage information may be collected or sent to Affiliates like Apple or Google, including the real-time geographic location of your Device, in order to process your request and help improve the Services or third party services. Such location and usage data is collected in a form that does not personally identify you. By using Services using Location Information, you agree and consent to Sensible Innovations' and its Affiliates' transmission,

collection, maintenance, processing, and use of this information, to provide and improve the Location Information features and services.

The App makes use of speech recognition software provided by Apple's iOS operating system or Google's Android operating system, depending on the software you use on your mobile device, as noted in Sensible Innovation's separate Privacy Policy. Any use of the speech recognition software within the App constitutes your agreement to and acknowledgement of both the Terms of Service and Privacy Policy for such Apple or Google software. All relevant information can be found at <https://www.apple.com/legal/> and <https://policies.google.com/terms>. In particular, you acknowledge, consent, and agree that Sensible Innovations, Apple, and Google may collect the Speech Data as part of the Services and that such information shall only be used by Sensible Innovations, Apple, Google, Affiliates, or third parties acting under the direction of Sensible Innovations, Apple, Google, or Affiliates to tune, enhance and improve the speech recognition and other components of the Services, and other related services and products. "**Speech Data**" means the audio files, associated transcriptions and log files provided by you hereunder or generated in connection with the Services.

Please review our separate **Privacy Policy** for more information about the information that may be collected by the App. By using the App, you consent to Sensible Innovations using electronic records to store information related to the Terms or your use of the Services, in accordance with our **Privacy Policy**.

Some portions of the App are restricted ("**Restricted Areas**") and not intended for general use. Unauthorized use of, or access to, Restricted Areas is prohibited. Actual or attempted unauthorized use of or access to Restricted Areas may result in criminal and/or civil prosecution. Access to Restricted Areas may be monitored, analyzed, and recorded, and any information obtained regarding actual or suspected unauthorized access may be given to law enforcement to investigate and prosecute. **IF YOU ARE AN AUTHORIZED USER OF ANY RESTRICTED AREA, YOU SHALL NOT SHARE YOUR PASSWORD WITH ANYONE.** Your authorization to access the Restricted Areas is limited to those specific Restricted Areas for which you are granted access by Sensible Innovations; access to any other Restricted Areas will be deemed unauthorized access.

5. Submissions and Materials Posted by You. If you submit or make available any materials, images, routes, favorites, text, video, audio, information, works or any other content (collectively, "**User Materials**") on or through the App, you thereby grant Sensible Innovations a worldwide, royalty-free, perpetual, irrevocable, nonexclusive right and license (including the right to sublicense) to display, distribute, publish, reproduce, disseminate, transmit, use, create derivative works from, or act upon such User Materials, through the App or Sensible Innovations' website or other Services, without any additional approval or consideration of any kind, using any format, media, or technology now known or later developed or invented. Sensible Innovations reserves the right to remove any materials, including without limitation any User Materials, from the App, at any time for any reason.

6. User Information and Termination Rights. We reserve the right to terminate your right to use the App, Services, and/or Content at any time, with or without cause, and

may use technological and legal means to prevent such access. Without limiting the foregoing, we may also terminate your rights under these Terms in the event that you breach any term or condition of these Terms.

You acknowledge and agree that we may access, store and disclose your account information, including but not limited to App Token Data and any User Materials if required to do so by law or in a good faith belief that such access, storage or disclosure is reasonably necessary to:

- (i) Comply with legal requirements;
- (ii) Protect the rights, property or safety of Sensible Innovations, our users and customers, or the public;
- (iii) Respond to any claims with respect to User Materials; or
- (iv) Enforce these Terms.

7. **Copyright.** The App and the Content are protected by U.S. and/or foreign copyright laws, and belong to Sensible Innovations or its partners, Affiliates, contributors, or other third parties. The copyrights in the Content are owned by Sensible Innovations or other copyright owners who have authorized their use on the App. You may download and reprint Content for non-commercial, non-public, personal use only. (If you are browsing this App as an employee, contractor, agent, or member of any business or organization, you may download and reprint Content only for educational or other non-commercial purposes within your business or organization, except as otherwise permitted in writing by Sensible Innovations).

8. **Trademarks.** You are prohibited from using any of the marks or logos appearing on the App without permission from the trademark owner, except as permitted by applicable law.

9. **Patents.** The App includes patented and patentable technologies, and you are prohibited from misappropriating any of the patented or patentable technologies in the App without written permission from Sensible Innovations. To the extent that you develop any patentable technologies using the App or Services, then you hereby agree that Sensible Innovations shall own all patent and other intellectual property rights from such an invention.

10. **Links to Third Party Websites.** Links and references on the App to third party websites, applications, logos, or information, if any, are provided solely as a convenience to you. If you use these links, you will leave the App. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by Sensible Innovations or Affiliates, of the third party, the third party website or application, or the information contained therein. Neither Sensible Innovations, nor its Affiliates are responsible or liable for any such website, availability, or the content thereon. If you use the links to the websites or applications of Sensible Innovations' Affiliates or service providers, you will leave the App, and will be subject to the terms of use and privacy policy applicable to those websites or applications.

11. **Notice for Claims of Intellectual Property Violations and Agent for Notice.** If you believe that any material on the App infringes or otherwise violates your intellectual property rights, please provide a written notice (the “**Notice**”) to Sensible Innovations at the address found below, with the following information:

(i) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property right;

(ii) A detailed and specific description of the work or other intellectual property that you claim is being infringed or violated;

(iii) A description of where the material that you claim is infringing is located on the App, with sufficient specificity to allow us to find it;

(iv) Your address, telephone number, and email address;

(v) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;

(vi) A statement by you, made under penalty of perjury, that the information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on behalf of the owner.

Sensible Innovations’ Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Sensible Innovations, c/o Intellectual Property Agent, 7000 Piper Glen Drive, Suite D, Springfield, IL 62711

By email:

info@sensible-innovations.com

Please note that attachments cannot and will not be accepted. The Notice prescribed above must be contained in the body of the email, if that is the chosen method of communication of Notice. Any Notice submitted electronically with an attachment will not be received or processed. Any other notices regarding violations of these Terms may be directed to the same Agent listed above. All other general feedback, comments, concerns, and complaints should be directed to the contact information found at sensible-innovations.com.

12. **Downloading Files.** Sensible Innovations does not guarantee or warrant that files available for downloading or use through the App, Content, and/or Services will be free of defects, errors, or infection by software viruses or other harmful computer code, files or programs.

13. **Software.** Any software available for download or use via the App and/or Services, aside from the AWARE App, is the copyrighted work of Sensible Innovations and/or

its licensors. Use of such software may be governed by its own terms of use or the terms of the end user license agreement that accompanies or is included with such software. Downloading, installing, and/or using any such software indicates your acceptance of the terms of the end user license agreement or any other applicable agreement and terms of use.

14. **Disclaimer of Warranties.** You understand and agree that the Content and App are for informational purposes only. No representation is made or warranty given as to their accuracy or usability. Neither Sensible Innovations, nor its Affiliates assumes any responsibility for any accidents, disorientation, or delay resulting from such use. YOU HEREBY ACKNOWLEDGE THAT USE OF THE APP, SERVICES, AND CONTENT IS AT YOUR SOLE RISK. SENSIBLE INNOVATIONS AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER SENSIBLE INNOVATIONS NOR ITS AFFILIATES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY THEREFOR. SENSIBLE INNOVATIONS AND ITS AFFILIATES DO NOT WARRANT THAT THE APP, SERVICES, AND/OR CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE APP, SERVICES AND/OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APP, SERVICES, AND/OR CONTENT WILL BE CORRECTED. FURTHERMORE, NEITHER SENSIBLE INNOVATIONS NOR ITS AFFILIATES WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE APP, SERVICES, AND CONTENT IN TERMS OF THEIR CORRECTNESS, PRIVACY, ACCURACY, RELIABILITY, OR OTHERWISE. THE APP, SERVICES, AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SENSIBLE INNOVATIONS, ITS AFFILIATES, OR ANY AUTHORIZED REPRESENTATIVE THEREOF SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IF YOU HAVE ANY QUESTIONS ABOUT THIS EXCLUSION, THEN YOU SHOULD CONSULT AN ATTORNEY IN YOUR JURISDICTION PRIOR TO ACCEPTING THE TERMS OF SERVICE HEREIN.

15. **Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL SENSIBLE INNOVATIONS OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES ARISING OUT OF:

(i) THE USE OF OR INABILITY TO USE THE APP, SERVICES, AND CONTENT;

(ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, PRIVACY VIOLATIONS, OR OTHER INACCURACIES IN THE APP, SERVICES, AND CONTENT; OR

(iii) ANY OTHER MATTER RELATING TO THE APP, SERVICES, OR CONTENT, EVEN IF SENSIBLE INNOVATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THE APP, SERVICES, OR CONTENT, OR WITH THE TERMS HEREIN, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE APP, SERVICES, AND CONTENT. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, SENSIBLE INNOVATIONS' AND ITS AFFILIATES' LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW. UNDER NO CIRCUMSTANCES SHALL SENSIBLE INNOVATIONS OR ITS AFFILIATES BE LIABLE FOR DAMAGES IN EXCESS OF TEN U.S. DOLLARS.

16. **User Indemnification.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP SENSIBLE INNOVATIONS AND ITS AFFILIATES INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, AND EXPENSES RESULTING FROM ANY ACT, DEFAULT, OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU SET FORTH HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP SENSIBLE INNOVATIONS AND ITS AFFILIATES INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, AND EXPENSES FOR OR IN RESPECT OF WHICH SENSIBLE INNOVATIONS OR AFFILIATES WILL OR MAY BECOME LIABLE BY REASON OF, OR RELATED OR INCIDENTAL TO, ANY ACT, DEFAULT, OR OMISSION BY YOU UNDER THESE TERMS INCLUDING WITHOUT LIMITATION RESULTING FROM OR IN RELATION TO ANY BREACH, NON-OBSERVANCE, ACT, OR OMISSION WHETHER NEGLIGENT OR OTHERWISE, PURSUANT TO THESE TERMS BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD SENSIBLE INNNOVATIONS, ITS DIRECTORS, OFFICERS, EMPLOYEES, ASSIGNS, AND AFFILIATES HARMLESS FOR ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY USE OF THE APP, ITS CONTENT, AND/OR SERVICES.

17. **Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE AGAINST SENSIBLE INNOVATIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE APP, CONTENT, OR SERVICES MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

17. **General Terms.** These Terms shall be governed by and construed in accordance with the laws of the United States and the State of Illinois, as applied to agreements executed by Illinois residents and performed solely within the State of Illinois, except for those laws relating to conflicts of laws. THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF, AND WAIVE ANY VENUE OBJECTIONS AGAINST, THE FEDERAL, STATE, AND MUNICIPAL COURTS IN SPRINGFIELD, SANGAMON COUNTY, ILLINOIS in any

litigation arising out of this Agreement. Sensible Innovations shall be entitled to recover its reasonable attorneys' fees incurred in enforcing or defending any claim made pursuant to the Terms herein or any other use of the App or Services. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein. No waiver by Sensible Innovations or its Affiliates of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. You represent and warrant that you have full power and authority to agree to the Terms and that the Terms are binding upon you. Any amendment to the Terms of this Agreement must be made in writing. All headings herein are merely for convenience and shall not be given any legal significance. This Agreement shall inure to the benefit of Sensible Innovations' successors, assigns, licensees, and sub-licensees.