

Introduction. Your employer whether a company, firm or organization where you are working on a full time basis, on contract, or through a third party agency ("**Employer**") has subscribed to the Omnipresence platform either directly with Omnipresence Technologies, Inc. ("Omnipresence") or indirectly via an authorized reseller. These Terms Of Service ("**User Terms**") do not change any terms of a business agreement with your Employer or between your Employer and a reseller, as applicable, but is a binding agreement between you ("**End User**" or "**you**") and Omnipresence. These User Terms govern your use of the Omnipresence Mobile or Web Applications including all related documentation (the "**App**") according to the terms of your Employer's Omnipresence SaaS license ("**License**"). The App is licensed, not sold, to you.

YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE USER TERMS; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THESE USER TERMS. IF YOU DO NOT AGREE TO THESE USER TERMS, DO NOT USE THE APP AND CONTACT YOUR EMPLOYER.

1. License Grant. Subject to the terms of these User Terms and to your Employer's License, Omnipresence grants you a limited, non-exclusive, and nontransferable license to:

(a) download, install, and use the App for your use on a single mobile device or desktop owned or otherwise controlled by you or your Employer ("**Device**") strictly in accordance with the App's documentation; and

(b) access, stream, download, and use on such Device the Content and Services (as defined in Section 3) made available in or otherwise accessible through the App, strictly in accordance with these User Terms and the Terms of Use applicable to such Content and Services as set forth in Section 3.

2. Reservation of Rights. You acknowledge and agree that the App is provided under license, and not sold, to you. You do not acquire any ownership interest in the App under these User Terms, or any other rights thereto other than to use the App in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these User Terms. Omnipresence and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the App, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these User Terms.

3. Content and Services. The App may provide you with access to the Hosted Services (as defined in your Employer's License) and products and services accessible thereon, and certain features, functionality, and content accessible on or through the App may be hosted on Omnipresence (collectively, "**Content and Services**"). Your access to and use of such Content and Services are governed by the License. Your access to and use of such Content and Services requires your Employer to execute such a License and to register you with Omnipresence, and their failure to do so may restrict you from accessing or using certain of the App's features and functionality. Any violation of such License will also be deemed a violation of these User Terms.

4. Updates. Omnipresence may from time to time in its sole discretion develop and provide App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Omnipresence has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality other than what is provided by your Employer's License. You shall promptly download and install all Updates as required by your Employer and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of these User Terms.

5. Collection and Use of Your Information. You acknowledge that when you download, install, or use the App, Omnipresence may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the App. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the App or certain of its features or functionality. All information we collect through or in connection with this App is subject to the Privacy Policy.

6. Prohibited Uses. You must not use the Content and Services in any way that violates the Acceptable Use Policy in your Employer's License. This policy includes may cover:

- (a) General usage rules
- (b) Unlawful Content
- (c) Graphic material
- (d) Factual accuracy
- (e) Marketing and spam
- (f) Monitoring
- (g) Hyperlinks
- (h) Harmful software

You should contact your Employer's appropriate representatives to request more information about the prohibited uses.

7. Content. The App may display, include, or make available content from your Employer or third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to such content for customer engagement purposes ("Customer Engagement Materials"). You acknowledge and agree that Omnipresence is not responsible for any Customer Engagement Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof.

Omnipresence does not assume and will not have any liability or responsibility to you or any other person or entity for any Customer Engagement Materials. Customer Engagement Materials and links thereto are provided solely as a functionality to you, and you access and use them entirely at your own risk and subject to your Employer's and any applicable third parties' terms and conditions.

8. Term and Termination. The term of User Terms commences when you download and install the App or have this done for you by your Employer and will continue in effect until terminated by your Employer or Omnipresence as set forth in this section. In addition, these User Terms will terminate immediately and automatically without any notice if you violate any of the terms and conditions of these User Terms. Upon termination all rights granted to you under this User Terms will also terminate; you must cease all use of the App and delete all copies of the App from your Device or have this done for you by your Employer. Termination will not limit any of Omnipresence's rights or remedies at law or in equity.

9. Disclaimer of Warranties, Limitations of Liability, Indemnification, Governing Law and other rights are according to the provisions of your Employer's License. You should contact your Employer's appropriate representatives to request more information about these terms.

10. Severability. If any provision of these User Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these User Terms will continue in full force and effect.

11. Entire User Terms. These User Terms and your Employer's License constitute the entire agreement between you and Omnipresence with respect to the App and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the App.