

OmniByte Technology Terms of Use, Software License, and Privacy Policy

Introduction

OmniByte Technology, Inc., a North Dakota corporation ("OmniByte") has created mobile and web application software ("Apps") for commercial and residential field service organizations and their technicians who use these applications. The Apps utilize and provide access to a host of Internet delivered services provided by OmniByte for managing and optimizing the field service information gathering and reporting process (the "Services").

Throughout these OmniByte Terms of Use, Software License, and Privacy Policy (the "Agreement"), the terms "we", "us", and "our" refer to OmniByte. The terms "you" and "User" refer to any business organization that has licensed the software and provided the software to its field technicians or its employees to use in commercial and residential service delivery and operationally. By registering to use the Service, or by downloading or using OmniByte applications, you agree to and are bound by the terms and conditions in this Agreement.

If you do not accept this Agreement, you are not authorized to use the Services or the OmniByte applications. We may modify this Agreement at any time and such modification will be effective upon posting the modification to the OmniByte applications. We will endeavor to notify you of any such changes via email or via notification when using the Services. Your continued use of the OmniByte applications and Services after changes are posted constitutes your acceptance of this Agreement as modified.

Use of the Services

The Services include material, such as software, source code, text, graphics, images, video, audio, data and other material (collectively referred to as the "Content"). The Content may be owned by us or by others, including Users of the Services, or other third parties ("Third-Party Content"). OmniByte makes no claim of ownership in connection with Third-Party Content and makes either licensed use or fair use of such Third-Party Content for the editorial, news reporting, or other transformative purposes of the Services. The Content is protected by intellectual property laws under United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, patent and other laws. You have no rights in or to the Content, and you may not use the Content, except as permitted under this Agreement.

OmniByte Technology, the OmniByte Technology Logo, OmniByte applications, and their respective Logos, other products or service names or slogans displayed on OmniByte Apps, and the "look and feel" of the OmniByte App(s) are the trademarks

and trade dress of OmniByte, Inc. and may not be used or copied, in whole or in part, without our prior written consent. Other trademarks referenced, depicted, or otherwise used in connection with the Services (the "Third-Party Trademarks") belong to their respective owners or licensees and OmniByte is not affiliated with, sponsored by, or otherwise associated with such entities unless such a relationship is explicitly identified in the Services. The Third-Party Trademarks may not be used to disparage any applicable third-party, or their products or services, or in any manner in which, in our reasonable judgment, may damage any goodwill in the Third-Party Trademarks.

The Services may include links to, and content and data from, third-party websites ("External Sites"). These links, content, and data are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. Your use of any such links, content, and External Sites is at your own risk, and OmniByte is not responsible for any loss or damage which arises from, relates to, or is due to your use of or reliance on any content, data, products or services offered on External Sites. In addition, the Services contain content posted, stored, or displayed at the direction of Users of the Services, for which we cannot accept any responsibility or liability.

The Services are for commercial and residential field service organization and their operations use only and may not be used in connection with any commercial endeavors except those that are specifically approved by us. The following activities are expressly prohibited: (i) collecting usernames and/or email addresses of other Users by electronic or other means for the purpose of sending unsolicited email or other communications, (ii) any use of the Services, which in our sole judgment, degrades the reliability, speed, or operation of the Services or any underlying hardware or software thereof, and (iii) any use of the Services which is unlawful or in violation of this Agreement. By installing any App(s), you grant OmniByte the right to send the identifiers for your device to third parties for the use of advertising.

Use of the Services is subject, in our sole discretion, to termination at any time and for any reason whatsoever.

User Content

The Services may now or in the future permit the submission of Content at the direction of Users of the Services ("User Content") and the hosting, sharing, and/or publishing of such User Content. You understand whether or not such User Content is published, we do not guarantee any confidentiality with respect to any submissions.

You shall be solely responsible for User Content you submit and the consequences of our posting or publishing such User Content. OmniByte does not control, endorse, or verify User Content or any opinion, recommendation, or advice expressed therein and expressly disclaims any and all liability with regard to such User Content.

In connection with any User Content you submit, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by the Services and this Agreement; and (ii) you have the express consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Content in the manner contemplated by the Services and this Agreement. By submitting the User Content to us, you hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, translate and perform all or any portion of the User Content in connection with our operation of the Services and our (and our successors') business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels now known or hereafter devised, for any Purpose. You also hereby grant each User of the Services a non-exclusive license to access your User Content through the Services, if you have permitted such access through your account settings, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Content as permitted through the functionality of the Services and under this Agreement. We may maintain copies of any User Content for purposes of backup, security, or maintenance, or as required by law.

In connection with User Content, you further agree you will not: (i) post, submit, or publish material which is copyrighted, protected by patent, trademark, trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant us all of the license rights granted herein; (ii) post, submit, or publish falsehoods or misrepresentations which could damage us or any third-party; (iii) post, submit, or publish material which is unlawful, obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, fraudulent, abusive, hateful, inflammatory, racially or ethnically offensive, or encourages conduct which would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post, submit, or publish advertisements or solicitations of business; (v) impersonate another person, (vi) post, submit or publish private information of any third parties, including but not limited to phone numbers, addresses, email addresses, financial information, or other personally identifiable information, (vii) post, submit, upload or transmit viruses, malware, corrupted data, computer code or programs, or other destructive files, or (viii) post, submit or publish any material which is objectionable to OmniByte in any way, in its sole discretion, or which interferes with other Users' ability to use the Services, or may expose OmniByte, its affiliates, partners, and its Users to harm or liability.

We do not permit copyright infringing activities or infringement of intellectual property rights through the Services, and we will remove all Content and User Content if properly notified that such Content or User Content infringes on another's intellectual property rights. We may remove any Content and User Content without prior notice. We may also terminate your access to the Services if you are determined to be a repeat infringer. A repeat infringer is anyone who has been notified of infringing activity more than once and/or has had any User Content removed from the Services more than twice. We also reserve the right to decide, in our sole discretion, whether Content or User Content is appropriate and complies with this Agreement, or constitutes pornographic, obscene or defamatory material, or is excessive in length. We may remove such User Content and/or terminate your access to the Services for uploading such material in violation of this Agreement at any time without prior notice and at our sole discretion.

Notices and Procedures for Making Claims of Copyright Infringement

If you are a copyright owner or an agent thereof and believe any User Content or other Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right which is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at site;
- (iii) Identification of the material which is claimed to be infringing or to be the subject of infringing activity and is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- (iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- (v) A statement you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement which the information in the notification is accurate, and under penalty of perjury, you are authorized to act on behalf of the owner of an exclusive right who is allegedly infringed.

Our designated Copyright Agent to receive notifications of claimed infringement and other notices relating to User Content and/or violation of this Agreement (e.g., violations of criminal laws) is:

Copyright Agent
OmniByte Technology, Inc.
2801 37th Avenue South,
Fargo, ND 58104

For clarity, only DMCA notices and notices relating to complaints in connection with User Content or violations of this Agreement should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be addressed to our standard support contacts as identified through the Services.

Software License

Your use of the OmniByte Apps is subject to this Agreement as well as the Google Play Terms of Service, the Microsoft's Windows Store Terms of Use, or Apple App Store Terms and Conditions and the Usage Rules set forth therein. You are hereby granted a non-exclusive, non-transferable license to use the OmniByte Apps on any authorized device you lawfully own or control, for the sole purpose of accessing and using the Services under this Agreement.

Any use of OmniByte Apps beyond the scope of the foregoing license is strictly prohibited.

Indemnity

You agree to defend, indemnify, and hold us harmless from and against any and all liabilities, claims, actions demands, or expenses, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement, your violation of the law or rights of any third-party, or your access to, use or misuse of OmniByte Apps, the Content (including User Content) or the Services. We reserve the right, but are not obligated, to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

Disclaimer of Warranty and Limitation of Liability

WE, OUR AFFILIATES, OUR PARTNERS, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS, MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT (INCLUDING THE USER CONTENT), INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, OR RELIABILITY.

NEITHER WE NOR OUR AFFILIATES OR PARTNERS SHALL BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY, OR COMPLETENESS OF ANY INFORMATION

CONVEYED TO USERS OF THE SERVICES OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE YOUR USE OF THE SERVICES, THE OMMNIBYTE APP, AND THE CONTENT (INCLUDING USER CONTENT) IS AT YOUR OWN RISK.

WE MAKE NO WARRANTY THE SERVICES OR THE OMMNIBYTE APP WILL OPERATE ERROR FREE OR THE OMMNIBYTE APP, SERVICES, THEIR SERVER(S), OR THE CONTENT (INCLUDING THE USER CONTENT) ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE OMMNIBYTE APP OR SERVICES OR THE CONTENT (INCLUDING USER CONTENT) RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS.

OMNIBYTE APPS, SERVICES AND CONTENT (INCLUDING USER CONTENT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE HEREBY DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE OMMNIBYTE APP, SERVICES OR THE CONTENT (INCLUDING USER CONTENT), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF A WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. IN SUCH STATES, OUR LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

General

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

This Agreement is governed by the internal substantive laws of the State of North Dakota, without respect to its conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the City of Fargo in the State of North Dakota. If any provision of this Agreement is found to be

invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect. Failure by us to act on or enforce any provision of the Agreement shall not be construed as a waiver of provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you, this Agreement constitutes the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

OmniByte Technology Privacy Policy

Our Policy

This Privacy Policy sets forth our policies with respect to information including personally identifiable data ("Personal Data") and other information which is collected from you when using the Services. This Privacy Policy is a part of the OmniByte Terms of Use and each of the terms defined therein shall apply to this Privacy Policy. By consenting to the OmniByte Terms of Use, or by using the OmniByte App or the Services, you consent to and accept this Privacy Policy and allow collection and use of your Personal Data in accordance with this Privacy Policy.

Information We Collect

When you interact with us through your use of the Services, we may collect Personal Data and other information from you, as further described below:

Personal Data You Provide Through the Services: We collect Personal Data from you when you voluntarily choose to provide such information such as when you contact us with inquiries, respond to one of our surveys, register for access to the Services, use certain Services, or authorize us to access data from third-party platforms. By voluntarily providing us with Personal Data, including through your use of the Services, you are consenting to our use of it in accordance with this Privacy Policy. If you provide Personal Data through the Services, you acknowledge and agree such Personal Data may be transferred from your current location to our offices and servers or those of our affiliates or contractors located in the United States and other countries.

Other Information:

Non-Identifiable Data: When you utilize the Services, we may receive certain personally non-identifiable information about your use of the Services. Such information, which may be collected passively using various technologies, or via your use of the Services, cannot presently be used to specifically identify you. We may store such information ourselves or it may be included in databases owned and maintained by our affiliates, agents or service providers. We may use such information and pool it with other information to track, for example, the total number of visitors to the Services, the number of visitors to each page of the Services, and the domain names of our visitors' Internet service providers. It is important to note no Personal Data is available or used in this process.

Aggregated Personal Data: In an ongoing effort to better understand and serve the users of the Services, we may conduct research on our end users' demographics, interests and behavior based on the Personal Data and other information provided to us. This research may be compiled and analyzed on an aggregate basis, and we may

share this aggregated data with our affiliates, agents and business partners. This aggregate information does not identify you personally. We may also disclose aggregated user statistics in order to describe the Services to current and prospective business partners, and to other third parties for other lawful purposes.

Third-Party Information

Our Services may rely on third-party platforms—such as Facebook or Twitter—in order to provide both authentication and social networking features. When you initially login to the Services using a third-party platform, you are asked to grant us permission to access certain data from such service (“Third-Party Information”). We use Third-Party Information in order to provide the Services both to you and other Users. We may share Third-Party Information with Users of the Services in order to provide certain features or functionality. The Third-Party Information we collect and use is limited to information you have explicitly authorized us to access.

Our Use of Your Personal Data and Other Information

We will use the Personal Data you provide in a manner which is consistent with this Privacy Policy. Additionally, if you provide Personal Data to us for a certain reason, we may use the Personal Data in connection with the reason for which it was provided. For instance, if you contact us by email, we will use the Personal Data you provide to answer your question or resolve your problem. Also, if you provide Personal Data in order to obtain access to the Services, we will use your Personal Data to provide access to such Services and to monitor your use of such Services. We may also use your Personal Data and other personally non-identifiable information collected through the Services to help us improve the content and functionality of the Services, to better understand our Users and to improve the Services. We may use this information to contact you in the future to tell you about services we believe will be of interest to you.

We will communicate with you through email and notices posted via the OmniByte app. These communications may include a series of welcome emails which help inform you about various features of the Services, and may include promotional messages regarding products which OmniByte believes may be of interest to you. Please be aware you will always receive certain emails from us related to the proper functioning of your account. We may send you promotional information unless you have opted out of receiving such information. If you wish to opt-out of receiving promotional emails, please click the "unsubscribe" link at the bottom of the email.

Our Disclosure of Your Personal Data and Other Information

In addition to the foregoing, there are certain other circumstances in which we may share your Personal Data with certain third parties without further notice to you, including as set forth below:

Business Transfers: As we develop our business, we might sell or buy businesses or assets. In the event of a sale, merger, reorganization, dissolution or similar event relating to all or a portion of our business, assets or the Services, Personal Data may be part of the transferred assets.

Service Providers, Agents and Related Third Parties: We sometimes hire other companies to perform certain business-related functions. Examples include mailing information, maintaining databases and processing payments. When we employ another company to perform a function of this nature, we may need to provide them with access to certain Personal Data. However, we only provide them with the information they need to perform their specific function.

Legal Requirements: We may also disclose your Personal Data if required to do so by law or in the good faith belief such action is necessary to (i) comply with a legal obligation, (ii) protect and defend our rights or property, (iii) act in urgent circumstances to protect the personal safety, rights, and property of Users of the Services or the public, or (iv) protect against legal liability.

Exclusions

This Privacy Policy shall not apply to any unsolicited information you provide to us through the Services or through any other means. This includes, but is not limited to, information posted to any public areas of the Services, such as bulletin boards, any ideas for new products or modifications to existing services, and other unsolicited submissions (collectively, "Unsolicited Information"), including all User Content by its nature is accessible or intended to be accessible to other users of the Services. All such Unsolicited Information shall be deemed to be non-confidential and we shall be free to reproduce, use, disclose, and distribute such Unsolicited Information to others without limitation or attribution. Please also note any Personal Data or other information you provide, including by authorizing us to access third-party services, such as Facebook or Twitter, to be displayed in your publicly available online profile will be displayed for others to see and thus will not be subject to the terms of this Privacy Policy. We cannot and will not be responsible for what third parties do with any Personal Data or other information you voluntarily choose to make publicly available. As such, we advise you exercise great care in determining what information you choose to make publicly available through the Services.

Links to Other Websites

This Privacy Policy applies only to the Services. The Services may frame or contain references or links to other websites not operated or controlled by us (the "Third-Party Sites"). The policies and procedures we described here do not apply to the Third-Party Sites. The links from the Services do not imply our review or endorsement of the Third-

Party Sites or their privacy policies. We suggest contacting the providers of such Third-Party Sites directly for information on their privacy policies and use and disclosure of information.

Security

We take reasonable steps to protect the Personal Data provided via the Services from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. These steps include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store Personal Data. However, no Internet or email transmission is ever fully secure or error free. In particular, email sent to or from the Services may not be secure. Therefore, you should therefore take special care in deciding what information you send to us via email. Please keep this in mind when disclosing any Personal Data to us via the Internet.

Data Integrity

We process Personal Data only for the purposes for which it was collected and in accordance with this Policy or any applicable service-specific privacy notice. We review our data collection, storage and processing practices to ensure we only collect, store and process the Personal Data needed to provide or improve our Services. We take reasonable steps to ensure the Personal Data we process is accurate, complete, and current, but we depend on our Users to update or correct their Personal Data whenever necessary.

Enforcement

We regularly review our compliance with this Policy. Please feel free to direct any questions or concerns regarding this Policy or our treatment of Personal Data by contacting us through our website or the Services. When we receive formal written complaints, it is our policy to contact the complainant regarding his or her concerns.

Changes to Our Privacy Policy

The Services may change from time to time. As a result, at times it may be necessary for us to make changes to this Privacy Policy. Accordingly, we reserve the right to update or modify this Privacy Policy at any time and from time to time without prior notice. Please review this policy periodically, and especially before you provide any Personal Data. This Privacy Policy was last updated on the date indicated above. Your continued use of the Services after any changes or revisions to this Privacy Policy shall indicate your agreement with the terms of such revised Privacy Policy.

Access to Information

We strive to keep your Personal Data accurately recorded. Through the Services, we provide you with the ability to update your profile and revise Personal Data previously submitted through the Services.

Contacting Us

If you have any additional questions or concerns about this Policy or our information practices, please feel free to contact us at any time through the contact mechanisms of the Services.