

NOTE: Since PunchMyTimeCard (PMTc) is cloud based SaaS product and we are selling licenses only, we do not require any an **End User License Agreement**, or **EULA**. As we all know that the EULA is a legal agreement that **grants users a license** to install and use software on their computer. Moreover, EULA is required for software programs that users can purchase and then install locally, on the server, a laptop, work computer, or mobile device. Since, we are not selling our software programs to our customers and they can't install locally, we do not need a EULA. However, we need to provide a Terms and Conditions for your SaaS product and its mobile apps. Therefore, please review our Term & Conditions Agreement Document below.

TERMS OF SERVICE

The following terms and conditions (the "Agreement") govern all use of the PunchMyTimeCard(PMTC) application ("Application"). The Application is owned and operated by SOFTWARE GOLDSMITH, INC. ("Company"). The Application is subject to your (the "User") acceptance without modification of all of the terms and conditions contained herein. BY USING OR ACCESSING ANY PART OF THE APPLICATION, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. Company reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of this Agreement at any time. It is User's responsibility to check this Agreement periodically for changes. User's continued use of the Application following the posting of any changes to this Agreement constitutes acceptance of those changes. This Agreement is void where prohibited by law, and the right to access and use the Application is revoked in such jurisdictions.

1. AGE RESTRICTION.

User hereby certifies to Company that if User is an individual (i.e., not a corporation), User is at least 18 years of age. If User is less than 18 years of age, they are only authorized to use this Application with permission of a parent or guardian. Use of the Application by User less than 18 years of age is an acknowledgement of these terms and that the User is using this Application with their parent's / guardian's permission. User also certifies that it is legally permitted to use the Application.

2. SCOPE.

The Application allows users to quickly connect and share location with emergency services, such as the police, fire and medical personnel ("Emergency Services"). The Application will also allow users to quickly connect and share location with chosen contacts ("Personal Contacts").

3. LICENSE.

Subject to the terms and conditions of this Agreement, User shall have a non-exclusive, non-transferrable, non-sublicensable to access the application from User's smartphone device, solely for the purposes for which the Application is provided. This license is personal to User and User will not use the Application on behalf of any third party.

4. LOCATION BASED SERVICES.

For its mobile apps like MobiPMTc and PunchClock, company may collect location-based information when User uses the Application to communicate with Emergency Services and other Personal Contacts. User agrees that Company has the right to use such information to provide User with Application services - and improve the Application. Depending on the functionalities available on User's mobile device, User may benefit from advanced options to manage the location-based information.

5. APPLICATION CONTENT.

User agrees that the Application contains information and other content specifically provided by Company or its partners and that such content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Except as expressly authorized by Company in writing, User shall not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such content. However, Company hereby grants User a limited, revocable, non-sublicensable license to reproduce and display such content (excluding any software code); provided, that User retains all copyright and other proprietary notices contained therein. Reproducing, copying or distributing any such content, including any materials or design elements on the Application, for any other purpose is strictly prohibited without the express prior written permission of Company.

6. RESTRICTIONS.

User shall not, nor permit anyone else to, directly or indirectly: (i) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying algorithms of all or any part of the Application (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law); (ii) modify or create derivatives of any part of the Application; (iii) rent, lease, or use the Application for timesharing or service bureau purposes; or (iv) remove or obscure any proprietary notices on the Application. As between the parties, Company shall own all title, ownership rights, and intellectual property rights in and to the Application, and any copies or portions thereof. User shall not (i) submit false information to the Application or (ii) use the Application for any purpose that is unlawful or prohibited by this Agreement.

7. INDEMNIFICATION.

User is responsible for all of its activity in connection with the Application. User shall defend, indemnify, and hold harmless Company, its affiliates and each of its employees, contractors, directors, suppliers and representatives, and its affiliates' employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from (i) User's access to or use of the of the Application, (ii) User's violation of any law or regulation, or (vi) User's violation of this Agreement.

8. WARRANTY DISCLAIMER.

THE APPLICATION IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. COMPANY MAKES NO WARRANTY THAT (I) THE APPLICATION IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (II) THE RESULTS OF USING THE APPLICATION WILL MEET USER'S REQUIREMENTS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY EMERGENCY SERVICES

PROVIDERS (POLICE, PARAMEDICS, ETC.) OR THE STABILITY, CONNECTIVITY, OR EFFECTIVENESS OF ANY WIRELESS OR CELLULAR NETWORK DURING ANY EMERGENCY SITUATION. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL COMPANY, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE APPLICATION: (I) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF FORESEEABLE, (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$100.00 (U.S.). COMPANY SHALL NOT BE RESPONSIBLE FOR, LIABLE WITH RESPECT TO, THE ACTS OR OMISSIONS OR ANY EMERGENCY SERVICES PROVIDERS (POLICE, PARAMEDICS, ETC.) OR THE FAILURE OF ANY WIRELESS OR CELLULAR NETWORK DURING ANY EMERGENCY SITUATION. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERMINATION.

Except during the occurrence of an Emergency Situation, Company may terminate User's access to the Application at any time, with or without cause. User will be provided with termination notice by account notification and SMS message(s). Company may in its discretion also provide other (additional) forms of termination notice. Upon termination, User will no longer access (or attempt to access) the Application. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers and limitations of liability.

11. PRIVACY.

Company's current Privacy Policy is incorporated by this reference. Company strongly encourages User to read it thoroughly.

12. MISCELLANEOUS.

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by User except with Company's prior written consent. Company may transfer, assign or delegate this Agreement and its rights and obligations without consent. This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina, as if made within North Carolina between two residents thereof, and the parties submit to the exclusive jurisdiction and venue of the state and Federal courts located in Raleigh, North

Carolina. Notwithstanding the foregoing sentence, (but without limiting either party's right to seek injunctive or other equitable relief immediately, at any time, in any court of competent jurisdiction), any disputes arising with respect to this Agreement shall be settled by binding arbitration. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. The arbitrator shall be selected by joint agreement of the parties. In the event the parties cannot agree on an arbitrator within thirty (30) days of the initiating party providing the other party with written notice that it plans to seek arbitration, the parties shall each select an arbitrator affiliated with AAA, which arbitrators shall jointly select a third such arbitrator to resolve the dispute. The arbitrator selected by the parties shall be experienced in resolving software and technology disputes, and the arbitration shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction. However, no action at law shall be taken by either party previous to an unsuccessful resolution by arbitration. These provisions shall survive the termination of this agreement, regardless, of the cause of such termination. The arbitration proceeding shall take place in Raleigh, North Carolina, using the English language. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and User does not have any authority of any kind to bind Company in any respect whatsoever.