

# **Privacy Policy And Mutual NonDisclosure**

This document is a Privacy Policy which you are required to accept one time before using the Life Safety Inspector application "App". To accept this agreement, click Accept at the bottom of this page. You will be prompted to accept the Privacy Policy again whenever it changes. "OnSite", "we", "us", "our" refers to OnSite Software, "you" and "your" refer to the user of the application including the employer of the user. Your use of this App is subject to the following terms and conditions.

## **Privacy Policy**

The App stores your customer and related information subject to the Mutual NonDisclosure of Confidential and Proprietary Information contained herein. We collect and log usage of the app, IP addresses, device type and model and carrier information identified to the user to help support your use of the App and to improve the App. The App stores information on your computer or device, such as your prior log in information to help in your use of the App. You may delete this information by clearing data on your browser or application settings on your device. Your information and use of the app is transmitted to our servers in encrypted using modern commercial methods (HTTPS). The App makes use of the camera, microphone and GPS information from your device. This information is only used in the app subject to the Mutual NonDisclosure of Confidential and Proprietary Information contained herein. The App does not access, store or make use of your contact information or phone book, financial information, any other app on your device, credit card numbers or government identification numbers.

## **Mutual NonDisclosure of Confidential and Proprietary Information**

Use of the App may expose you and OnSite to confidential and proprietary information of the other party. OnSite's use of your confidential and proprietary information is only in supporting your use of the App through help desk calls, chats and e-mails. You and OnSite agree to keep confidential and proprietary information securely and not divulge any information to 3<sup>rd</sup> parties without the prior written consent of the other party. This part of the agreement extends beyond any termination of this agreement.

For purposes of this Agreement, your Confidential and Proprietary Information includes, but is not limited to customer lists, employee lists, schedules, customer pricing, customer equipment lists, equipment history and status. OnSite's Confidential and Proprietary Information shall include (without limitation): all trade secrets of OnSite and any of its customers, partners or suppliers; the names, addresses, contact information and special requirements or preferences of any of OnSite's customers, partners and suppliers; know-how related to OnSite's business and services; OnSite's contractual relationships and business activities with its customers and suppliers; all information regarding OnSite's services, business and marketing, its pricing, its methods of contract administration and other business methods; all information regarding OnSite's internal affairs, reports, research and financial information, and its personnel matters; all customer lists and prospective customer lists; and any information obtained from the App. Confidential and Proprietary information does not include any information that is generally known by the public or generally available from a published source. Our collection and use of your personal information is subject to our Privacy Policy contained herein.

After your use of the App ends or your user credentials are terminated (regardless of the manner or cause of such termination), for as long as permitted by applicable law, you and we will not directly or indirectly disclose, reveal, publish, communicate, divulge or describe any Confidential and Proprietary Information to any 3<sup>rd</sup> party person or entity, without the prior written consent of OnSite, and you and we will not use any such Confidential and Proprietary Information for your own benefit or for any purposes other than those allowed in this agreement.