



OMNIFORM

Digital Platforms



OMNIFORM

- 1) SOFTWARE LICENSE AGREEMENT USE OF SOFTWARE INDICATES YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT, IF YOU DO NOT AGREE TO ALL THESE TERMS DO NOT INSTALL OR USE THE SOFTWARE.
- 1.1) THIS IS A LEGAL AGREEMENT GOVERNING USE OF THE SOFTWARE PROGRAM PROVIDED TO YOU ("LICENSEE") BY OMNI-FORM DIGITAL PLATFORMS ("LICENSOR"). THE TERM "SOFTWARE" ALSO INCLUDES RELATED DOCUMENTATION (WHETHER IN PRINT OR ELECTRONIC FORM) AND ANY UPDATES OR UPGRADES OF THE SOFTWARE PROVIDED BY OMNI-FORM DIGITAL PLATFORMS, BUT DOES NOT INCLUDE CERTAIN SOFTWARE LICENSED BY THIRD PARTY LICENSORS AND MADE AVAILABLE TO YOU BY OMNI-FORM DIGITAL PLATFORMS UNDER THE TERMS OF SUCH THIRD PARTY LICENSOR'S LICENSE (INCLUDING SOFTWARE LICENSED UNDER THE GENERAL PUBLIC LICENSE (GPL)).
- 1.2) THIS SOFTWARE IS LICENSED TO LICENSEE FOR INTERNAL USE ONLY. LICENSEE SHALL NOT (AND SHALL NOT ALLOW ANY THIRD PARTY TO): (I) DECOMPILE, DISASSEMBLE, REVERSE ENGINEER OR ATTEMPT TO RECONSTRUCT, IDENTIFY OR DISCOVER ANY SOURCE CODE, UNDERLYING IDEAS, UNDERLYING USER INTERFACE TECHNIQUES OR ALGORITHMS OF THE SOFTWARE BY ANY MEANS WHATEVER OR ATTEMPT TO CIRCUMVENT ANY USER LIMITS, OR OTHER LICENSE, TIMING OR USE RESTRICTIONS THAT ARE BUILT INTO THE SOFTWARE.
- 1.3) OWNERSHIP OF THE SOFTWARE OMNI-FORM DIGITAL PLATFORMS RETAINS ALL RIGHT, TITLE, AND INTEREST IN THE SOFTWARE (INCLUDING ALL COPIES AND INFORMATION), AND ALL WORLDWIDE INTELLECTUAL PROPERTY RIGHTS THEREIN. OMNI-FORM DIGITAL PLATFORMS RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO LICENSEE. THIS LICENSE IS NOT A SALE OF THE ORIGINAL SOFTWARE OR OF ANY COPY.
- 2) TERMINATION. OMNI-FORM DIGITAL PLATFORMS MAY TERMINATE THIS AGREEMENT IMMEDIATELY IF LICENSEE BREACHES ANY PROVISION. UPON NOTICE OF TERMINATION BY OMNI-FORM DIGITAL PLATFORMS, ALL RIGHTS GRANTED TO LICENSEE UNDER THIS AGREEMENT WILL IMMEDIATELY TERMINATE, AND LICENSEE SHALL CEASE USING THE SOFTWARE AND RETURN OR DESTROY ALL COPIES (AND PARTIAL COPIES) OF THE SOFTWARE AND DOCUMENTATION.
- 2.1) EITHER PARTY CAN FOR WHATSOEVER REASON TERMINATE THIS AGREEMENT WITH IMMEDIATE EFFECT.
- 2.2) ALL OUTSTANDING COST WILL BE RECOVERED FROM LICENSEE DURING THIS PERIOD INCLUDING BUT NOT LIMITED TO ANY HARDWARE OMNI-FORM DIGITAL PLATFORMS HAS PLACED IN THE CARE OF THE LICENSEE.
- 3) LIMITED WARRANTY AND DISCLAIMER. OMNI-FORM DIGITAL PLATFORMS ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR A BREACH OF THE PRECEDING LIMITED WARRANTY SHALL BE A RETURN OF THE LICENSE FEE.
- 3.1) IN SUCH CASES THAT THE LICENSEE DEEMS THAT AN ERROR OR DEVIATION IS PRESENT WITH REGARDS TO THE SOFTWARE, THE LICENSEE SHOULD CONTACT OMNI-FORM DIGITAL PLATFORMS IN ORDER FOR AN ASSESSMENT AND OR FIX TO BE APPLIED.



OMNIFORM

3.2) EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES OR CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ARE MADE BY OMNI-FORM DIGITAL PLATFORMS WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION AND HARDWARE, AND OMNI-FORM DIGITAL PLATFORMS EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT EXPRESSLY STATED HEREIN, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. OMNI-FORM DIGITAL PLATFORMS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE PROGRAM WILL BE CORRECTED. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. LIMITATION OF LIABILITY. IN NO EVENT SHALL OMNI-FORM DIGITAL PLATFORMS OR THEIR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF OMNI-FORM DIGITAL PLATFORMS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL OMNI-FORM DIGITAL PLATFORMS BE LIABLE FOR ANY DIRECT DAMAGES ARISING OUT OF LICENSEE'S USE OF THE SOFTWARE. IN NO EVENT WILL OMNI-FORM DIGITAL PLATFORMS OR ITS LICENSORS BE LIABLE TO LICENSEE FOR DAMAGES IN AN AMOUNT GREATER THAN THE FEES PAID FOR THE USE OF THE SOFTWARE.

4) INTELLECTUAL PROPERTY RIGHT INFRINGEMENT. IF A CLAIM ALLEGING INFRINGEMENT OF AN INTELLECTUAL PROPERTY RIGHT ARISES CONCERNING THE SOFTWARE (INCLUDING BUT NOT LIMITED TO PATENT, TRADE SECRET, COPYRIGHT OR TRADEMARK RIGHTS), OMNI-FORM DIGITAL PLATFORMS IN ITS SOLE DISCRETION MAY ELECT TO DEFEND OR SETTLE SUCH CLAIM, AND/ OR TERMINATE THIS AGREEMENT AND ALL RIGHTS TO USE THE SOFTWARE, AND REQUIRE THE RETURN OR DESTRUCTION OF THE SOFTWARE, WITH A REFUND OF THE FEES PAID FOR USE OF THE SOFTWARE.

5) MISCELLANEOUS. THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN LICENSEE AND OMNI-FORM DIGITAL PLATFORMS WITH RESPECT TO THE LICENSE TO THE SOFTWARE, AND SUPERSEDES ANY PREVIOUS ORAL OR WRITTEN COMMUNICATIONS OR DOCUMENTS (INCLUDING, IF YOU ARE OBTAINING AN UPDATE, ANY AGREEMENT THAT MAY HAVE BEEN INCLUDED WITH THE INITIAL VERSION OF THE SOFTWARE). THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE REPUBLIC OF SOUTH AFRICA. IF ANY PROVISION, OR PORTION THEREOF, OF THIS AGREEMENT IS FOUND TO BE INVALID OR UNENFORCEABLE, IT WILL BE ENFORCED TO THE EXTENT PERMISSIBLE AND THE REMAINDER OF THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. FAILURE TO PROSECUTE A PARTY'S RIGHTS WITH RESPECT TO A DEFAULT HEREUNDER WILL NOT CONSTITUTE A WAIVER OF THE RIGHT TO ENFORCE RIGHTS WITH RESPECT TO THE SAME OR ANY OTHER BREACH.

COST PER LINKED EMPLOYEE WILL BE SET FORTH IN ATTACHMENT DOC-C1, OMNI-FORM DIGITAL PLATFORMS ALSO REVERSES THE RIGHT TO INCREASE THE AGREED UPON RATE AS SET OUT IN DOC-C1 WITH 30 DAYS PRIOR NOTICE. IF TRAINING EXCEEDS 2 WORKING DAYS OR ANOTHER TRAINING SESSION OUTSIDE OF INITIAL TRAINING SESSION IS BOOKED. THIS COST WILL BE CHARGED AS SET OUT IN DOC-C1.

6) DURATION OF AGREEMENT. WILL BE DEEMED AS ONGOING IN THE EVENT THAT NO LETTER OF TERMINATION IS RECEIVED. LETTER OF TERMINATION RECEIPT MUST BE CONFIRMED BY OMNI-FORM DIGITAL PLATFORMS.

7. MAINTENANCE SUPPORT LICENSOR WILL PROVIDE TO LICENSEE THE FOLLOWING SUPPORT WITH RESPECT TO THE SOFTWARE:

7.1) DISTANCE SUPPORT VIA EMAIL OR TELEPHONICALLY

8) INFORMATION SHARING

8.1) THE LICENSEE CAN UPLOAD PERSONAL INFORMATION AND DOCUMENTATION.



O M N I F O R M

8.2) INFORMATION MAY BE SHARED WITH 3RDPARTIES IN ORDER TO FACILITATE SCREENING OF LICENSEE'S DOCUMENTATION

8.3) LICENSEE AGREES THAT INFORMATION CAN BE SHARED WITH 3RD PARTIES TO FACILITATE TRAINING

8.4) LICENSEE AGREES THAT INFORMATION CAN BE SHARED WITH 3RD PARTIES TO FACILITATE JOB APPLICATIONS

8.5) LICENSEE AGREES TO BEING SUBJECTED TO SCREENING IN ACCORDANCE WITH POTENTIAL EMPLOYERS' REQUIREMENTS. THIS INCLUDES BUT IS NOT LIMITED TO CRIMINAL BACKGROUND CHECKS AS WELL AS FINANCIAL AND EDUCATIONAL BACKGROUND CHECKS.

8.6) LICENSEE AGREES THAT ANY FALSIFICATION ON PROVIDED INFORMATION CAN LEAD TO IMMEDIATE TERMINATION OF EMPLOYMENT FACILITATED BY LICENSOR.

8.7) THE LICENSEE FURTHER UNDERTAKES IMMEDIATELY AFTER THE TERMINATION OF HIS/HER SERVICES TO HAND OVER TO THE LICENSOR ALL DOCUMENTATION AND DATA IN HIS /HER POSSESSION BELONGING TO THE (LICENSOR/3RD PARTIES), WHETHER IN HARD COPY, CONTAINED ON COMPUTER DISC OR ANY OTHER RECORDING MEDIUM, INCLUDING DOCUMENTS MADE BY HIM /HER IN THE COURSE OF HIS/HER EMPLOYMENT. THE AFOREMENTIONED IMPLIES THAT ANY COPY, ABSTRACT, OR ANY PRECIS OF ANY DOCUMENT BELONGING TO THE (LICENSOR/3RD PARTIES) MADE BY THE LICENSEE OR ANY OTHER PERSON SHALL ITSELF BELONG TO THE (LICENSOR/3RD PARTIES).

8.8) THE LICENSOR IS NOT AN EMPLOYER OR TRAINER AND MERELY FACILITATES THE RELATIONSHIP BETWEEN THE LICENSEE AND ANY OTHER 3RD PARTY, IN THE EVENT OF SUCH A RELATIONSHIP EXISTING THE LICENSOR DOES NOT CLAIM TO MEDIATE OR PLAY IN FURTHER ROLE IN THE ABOVE MENTIONED RELATIONSHIP.