

OrangePasses Terms of Service Agreement

Last modified: August 21, 2023

This Service Agreement (“Agreement”) is between RMT Tech LLC (“OrangePasses”) and _____, (“Users”). The parties agree as follows:

If you open an OrangePasses account on behalf of a school, district, or other entity, then “you” includes you and that entity referred to as the “Local Education Agency” or “LEA” or “Customer” and you warrant that you are an authorized representative of the entity with the authority to agree to this Agreement. In this case, you must agree to this Agreement on that entity’s behalf.

By accessing or using the OrangePasses site and its services, you signify that you have read, understood, and agree to be bound by this Terms of Service Agreement (“Agreement”) and to the collection and use of your information as set forth in the OrangePasses Privacy Policy. OrangePasses (“OrangePasses”, “we,” “us”, or “provider”) reserves the right to make unilateral modifications to these terms and will provide notice of these changes as described below. This Agreement applies to all visitors, users, and others who access the Service (collectively “Users”).

IMPORTANT! If you are not of legal age to form a binding contract (in many places, this is 18 years old), then you must get your parent or guardian to read these terms and agree to them for you, before you use OrangePasses or provide any information to us. Please review this agreement with your parent or guardian so that you both understand how OrangePasses works and what restrictions apply to your use of our websites and services.

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

1. Use of Our Service: OrangePasses aims to simplify school management by providing a user-friendly and organized system for handling passes digitally, which could enhance efficiency and organization within educational institutions. The platform streamlines the process of creating and managing digital passes, potentially offering features like customization, tracking, and easy integration with the school's management system.

1.1 Eligibility: This is a contract between you and OrangePasses. You must agree to these terms before using the Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with OrangePasses, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 13 without consent from their legal guardian is strictly prohibited and in violation of this Agreement. The Service is not available to any Users previously removed from the Service by OrangePasses. The LEA is responsible for making sure that users under the age of 18 have obtained consent from their parent or guardian to use the Service. Unless the LEA provides OrangePasses with written notice that a particular parent, guardian or student has objected to the foregoing, such consent will be deemed granted in all cases. It is the duty of the LEA to inform users about their rights related to translation and interpretation. It is the duty of the LEA to secure authorization for all users to receive communications via OrangePasses. The Service is not available to any User previously removed from the Service by OrangePasses.

1.2 Service: In accordance with the terms of this Agreement, the LEA and its users are granted a limited, non-exclusive, non-transferable, revocable authorization to use the OrangePasses Service. We reserve all rights not expressly granted herein. The LEA has the duty to let users know that the messages in OrangePasses are not private and that authorized users need to monitor the platform for safety and security purposes. We may terminate all authorizations granted to you at any time for any reason. Service is provided on a free-trial or payment basis, as discussed between the LEA and OrangePasses LLC.

1.3 Accounts: Your OrangePasses account gives you access to the Services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you open a OrangePasses account on behalf of a school, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf. By connecting to OrangePasses with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service. This includes profile images from single sign on login options.

You may never use another User’s account without their or our permission. When creating your account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify

OrangePasses immediately of any breach of security or unauthorized use of your account. OrangePasses will not be liable for any losses caused by any unauthorized use of your account.

We support single sign on from a number of providers including Google. Google will ask for your permission to share your email and profile and if you are creating conferences with students also calendar access (to view/edit a calendar). OrangePasses complies with the Google API Services User Data Policy, including the Limited Use requirements. You can learn more at [Google API Services User Data Policy](#). At any point you can choose to modify these settings within Google by visiting this [Google support link](#).

You may control your User profile and how you interact with the Service by changing the settings in your settings page. By providing OrangePasses your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. You agree to never use another User's account without their permission or unless necessary for the health and safety of a user or due to legal purposes. By providing OrangePasses another persons' email address or phone number, you affirm that you have that person's written consent to this Agreement. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

1.4 Rules of the Service Agreement: You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the OrangePasses servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that OrangePasses grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from our Sites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein. (xiii) using the Service for the promotion or dissemination of hate speech or pornography. We may, at our own discretion and without prior notice (a) change any function or component of the Service in any way; (b) stop providing one or more features of the Service; (c) create and impose usage limits for the Service; or (d) suspend your or other Users' access to the service for any reason or no reason. You are solely responsible for your interactions with other OrangePasses Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. OrangePasses shall have no liability for your interactions with other Users, or for your or any other User's action or inaction.

2. User Content: Some areas of the Service allow Users to post, communicate, provide, or otherwise make available content such as profile information, comments, questions, and other information, content or multimedia ("User Content"). We claim no ownership rights over User Content created by you. The User Content you create remains yours; however, by providing or sharing User Content through the Service, you agree to allow us and others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. OrangePasses has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service. You agree not to post, create, or to transmit to us User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information

or content that you do not have a right to make available under any law or any contractual or fiduciary relationship or which violates any privacy right, right of publicity or any other right of any person; (viii) contains any information or content that you know is not correct and current or (ix) violates any school or other applicable policy, including those related to cheating or ethics. You represent and warrant that you have obtained all necessary permissions to use, post and/or share User Content and any User Content that you post does not and will not violate third- party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. To the extent that your User Content contains music, you hereby represent that you are the owner of, or otherwise have, all the copyright rights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Content and have the power to grant the license granted below. OrangePasses reserves the right, but is not obligated, to reject and/or remove any User Content that OrangePasses believes, in its sole discretion, violates any of these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

- A. You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- B. You have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties.
- C. Your User Content and OrangePasses's use thereof as contemplated by this Agreement and as permitted by the features of the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- D. OrangePasses may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

OrangePasses takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available over the Service. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that OrangePasses shall not be liable for any damages you allege to incur or actually incur as a result of or relating to any User Content.

3. Mobile Software: We make available software to access the Service via a mobile device on any browser connected to the internet. You may use mobile data in connection with the Service, and may incur additional charges from your wireless or cellular provider for these services. You are solely responsible for any of these charges if they occur.

4. Our Proprietary Rights: The Service and all materials it contains besides User Data are the property of OrangePasses. You cannot copy or distribute any of these materials through any medium. You agree and understand that all data on our Service could be moved or deleted at any time without any notice for any reason. If you provide a suggestion or comment to OrangePasses, whether requested or voluntary, you agree that your input is gratuitous and will not place OrangePasses under any obligation. We are free to use the idea for any purpose without providing any compensation of any form to you. The use of your institution's logo may be used in a marketing context when OrangePasses shares publicly districts actively using OrangePasses.

5. No Professional Advice: You acknowledge that OrangePasses will not provide you with any professional advice. If any information is provided, this information is for informational purposes only and should not be construed as professional advice. You should seek independent professional advice from someone qualified in the applicable area rather than acting on any information provided by or contained in the Service.

6. Messaging: By consenting to receive messages, you agree that you are solely liable for any costs involved with receiving messages through any contact methods you provide (including but not limited to charges from wireless or phone providers). You also have been authorized by a school or contact to use our messaging service. YOU REPRESENT AND WARRANT TO US THAT EACH PERSON OR ENTITY YOU MESSAGE HAS CONSENTED TO RECEIVE MESSAGES FROM YOU AND TO RECEIVE MESSAGES FROM OrangePasses AND OTHER MEMBERS OF YOUR CLASS OR SCHOOL. You have been alerted that translation is AI generated, if there are issues with translation or language preference please contact your systems administrator or login through the portal to update. OrangePasses will make its best effort to provide Services but makes no guarantee that translation services are accurate or that all languages are available for all services. Customer acknowledges and agrees that OrangePasses makes no claim, warranty or guarantee as to the viability or functionality of OrangePasses's Services or Platform. Individuals entitled to interpretation services shall be informed of such rights prior to utilizing OrangePasses. The LEAs shall take necessary steps to ensure that such users are aware of these rights.

Customer acknowledges and agrees that OrangePasses contracts with independent parties and contractors for Interpretation and Translation services and that OrangePasses makes no warranties and assumes no liability of any kind, including, but not limited to, the quality of performance or the actions of such independent providers and their employees, agents and independent contractors ("Contractors and Subcontractors"). OrangePasses reserves the right to provide services through a combination of sources. The specific source for each service can be made available through OrangePasses Customer Support. By providing any of your own contact information to the Service, you agree to receive messages through the contact methods associated with that information. This includes messages from Users of your school or district, and also messages from OrangePasses and the Service.

Any teacher at a student's school and all district level administrators can contact that student and their family. You may only message a person or entity if you have their consent to receive messages from you of that format, be it through text, email or call. IF YOU INPUT A PERSON'S INFORMATION INTO THE SYSTEM, YOU WARRANT THAT THEY HAVE CONSENTED TO RECEIVE MESSAGES FROM OrangePasses AND ALSO RECEIVE MESSAGES FROM ANY OTHER USERS WHO CAN ACCESS THEIR INFORMATION THROUGH THE SERVICE. Users who have access to user information include any teachers and staff at your school and any administrators and staff at the district level, as well as authorized employees of OrangePasses who are responsible for ensuring proper operation and appropriate usage of the platform. In addition, you warrant that any person you message using the Service or whose personal information you input into the Service has agreed to be bound by this Agreement with regards to their use of the Service. Furthermore, you must swiftly honor any opt-out requests you receive from any User.

7. Privacy: We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in the United States.

8. Security: You acknowledge that you provide personal information at your own risk. We care deeply about your personal privacy and the security of User Data, and compile with our Student Data Privacy Agreement. However, we cannot guarantee that our security will not be breached and that your data will not be accessed by malicious third parties. You acknowledge that you provide your personal information at your own risk.

9. Third-Party Links and Information: Any links to third party services, whether part of a User's Data or part of the Service itself, are not endorsed by OrangePasses. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and OrangePasses's Privacy Policy do not apply to your use of such sites. You expressly relieve OrangePasses from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users.

10. Indemnity: You agree to defend, indemnify and hold harmless OrangePasses, its affiliates and its and their employees, contractors, owners and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) Your violation of any term of this Agreement and the consequences of that violation; (b) your use of the Service and any data received or transmitted by you; (c) any User Data uploaded by your or any other account; (d) your violation of any third-party's rights or applicable law and the consequences of that violation; (e) your willful misconduct on the Service; or (f) any other party's access and use of the Service through your account.

11. No Warranty: EXCEPT WHERE OTHERWISE STATED IN THIS AGREEMENT, THIS SERVICE IS PROVIDED ON AN "AS IS" BASIS AND IS PROVIDED WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND,

INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES OF MERCHANTABILITY. NO ADVICE OR INFORMATION OBTAINED BY YOU IN ANY WAY FROM THE SERVICE OR OrangePasses WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, OrangePasses AND ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS AND LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OR CORRUPTION OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE. OrangePasses DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE OrangePasses SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND OrangePasses WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OrangePasses, ITS EMPLOYEES OR OWNERS BE LIABLE FOR ANY DAMAGES ARISING OUT OF USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL OrangePasses BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM FROM ANY HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE UNAUTHORIZED ACCESS TO THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OrangePasses DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF ANY CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL OrangePasses, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO OrangePasses HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED 10

LIABILITY IS BASED ON CONTRACT, TORT, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF OrangePasses HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. Copyright Infringement Claims: If you believe that materials available on the OrangePasses site infringe your copyright, you may send to OrangePasses a written notice by email requesting that we remove such material or block access to it. Notices must be sent by email to copyright@reachmyteach.com.

14. Jurisdictional Issues: The Service is controlled or operated (or both) from the United States, and is not intended to subject OrangePasses to any non-U.S. jurisdiction or law. The Service may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Service is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Service's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

15. Arbitration: Any controversy or claim between any User and OrangePasses shall, at our request, be determined by arbitration.

16. Class Action/Jury Trial Waiver: WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND OrangePasses ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

17. Term and Termination

17.1 TERM: The term of this agreement shall be for a period of 1 year and will automatically renew for a period of 12 months if either party does not notify the other of intent not to renew.

17.2 NOTICE: Either party may terminate this agreement by providing written notification to the other party at least 90 days prior to the end of the initial term or any subsequent auto renewal period.

17.3 TERMINATION FOR CAUSE: In the event of a material breach of this agreement, either party may provide notice to the offending party of alleged breach. The offending party shall have 30 days (cure period) to correct the issue to the mutual agreement of both parties.

18. Payment:

18.1 REMITTALS: All payment for Services performed by OrangePasses and invoiced to the Customer shall be remitted to OrangePasses's billing address, 36 Runnells Road Portland, ME 04106 via check or ACH within 60 days from invoice creation date, as noted on the OrangePasses invoice. A 2% late fee will be assessed on invoices which have not been paid within 60 days of the invoice creation date. An additional 2% late fee will be added on for each additional 60 day period for invoices which have not been paid.

18.2 PRICE UPDATES: OrangePasses will provide thirty (30) days notice for any increase to Services pricing and/or fees.

19. Support: OrangePasses will provide phone, email, and helpdesk technical support for the Services detailed in this Agreement at no additional cost to Customer.

20. General:

20.1 Assignment. This Agreement and all rights granted by it may not be transferred or assigned by you without OrangePasses's consent. However, these rights may be assigned and transferred by OrangePasses without restriction.

20.2 Changes to this Agreement. OrangePasses may, in its sole discretion, modify or update this Agreement. OrangePasses reserves the right to determine form of notifications regarding changes to this Agreement. In the event that you or your network provider applies automatic filtering to incoming messages and notifications, OrangePasses is not responsible for any notifications you miss due to these filters.

20.3 Severability. The holding of any provision of this Agreement as invalid or unenforceable by a court of competent jurisdiction shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

20.4 Entire Agreement/Severability. This Agreement, together with any amendments and any additional agreements you may enter into with OrangePasses in connection with the Service, shall constitute the entire agreement between you and OrangePasses concerning the Service. If any provision of this Agreement is deemed invalid by a court of

competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

20.5 Interpretation. For purposes of interpreting this Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph; (c) the words “include” and “including” will not be construed as terms of limitation, and will therefore mean “including but not limited to” and “including without limitation”; and (d) the captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

20.6 No Partnership or Joint Venture. This Agreement shall not be interpreted to create a partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and OrangePasses.

20.7 Reservation of Rights. OrangePasses reserves all rights not expressly granted under this Agreement.

20.8 Contact. Please contact us at contact@OrangePasses.com with any questions regarding this Agreement.

20.9 Intellectual Property: Customer acknowledges that OrangePasses has the sole and exclusive right to use, sell, license, convey, etc. the Work, including any developed software applications, derivative works and similar technology and applications to other not-for-profit and for-profit companies and organizations and that nothing herein precludes OrangePasses from using, selling, licensing, conveying, etc. the Work hereunder or derivative work or any other work developed by OrangePasses in any manner whatsoever.

Signatures:

Authorized Representative of LEA

Date

Authorized Representative of Provider

Date