

ORANGEAPPS SCHOOL MANAGEMENT PLATFORM USER TERMS AND CONDITIONS

This user agreement (“Agreement”) is a contract between the user and OrangeApps, Inc. that governs your use of your school account and the platform’s services. By using this account, you agree to comply with all of the terms and conditions in this user agreement, so please read all of the terms and conditions carefully.

We may amend this Agreement by posting a revised version on to the school platform. The revised version will be effective at the time we post it. If we change the Agreement in a way that changes your rights or increases your responsibilities, we will provide you with 30 days’ prior notice by posting notice to the platform.

To confirm your understanding and acceptance of the Agreement, please click “Agree”.

1. DEFINITION

The School Management System is the platform the User agrees to utilize. It includes any material provided or developed by OrangeApps Inc. in the course of performance of the Service, including the delivery of any support or Consulting Services to the SCHOOL. Commonly used capitalized terms are defined in the Glossary at the end of the document.

2. USER GUIDELINES

2.1 Grant of Rights

Subject to the terms and conditions of this Agreement, OrangeApps Inc. grants the User a non-exclusive, non-transferable and world-wide right to use the Service (including its implementation and configuration), Cloud Materials and Documentation solely for User’s and its Affiliates’ internal business operations. Permitted uses and restrictions of the School Management System also apply to Cloud Materials and Documentation.

2.2 Affirmation of Use

The User shall be responsible for safeguarding any passwords in order to enter the platform, and guarantees that no unauthorized third parties shall gain access to them. The User declares that all information provided by them in order to enter the Platform, before and during use, is true, complete and accurate and warrants keeping this information updated.

2.3 Acceptable Use Policy

For the duration and after the term of this agreement with respect to the School Management System, the User will not:

- (a) modify, reproduce, duplicate, copy, distribute, sell, resell, or exploit the Platform in any way for commercial ends or equivalent purposes,
 - (b) disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
 - (c) transmit any content or data that is unlawful or infringes any intellectual property rights,
- or
- (d) circumvent or endanger its operation

or security. 2.4 User-Generated Content

Users have the ability to post, upload, and/or contribute content to the School Management System (which may include, for example, pictures, text, messages, information, documents, and/or other types of content) (“User Content”). For the avoidance of doubt, “User Content” includes any such content posted to the OrangeApps School Management Platform.

The User agrees that, with respect to any User Content posted, (1) you have the right to post such User Content, and (2) such User Content does not violate the Agreements, applicable law, or the intellectual property of others

The User is solely responsible for all User Content that you post. OrangeApps Inc. is not responsible for User Content nor does it endorse any opinion contained in any User Content.

2.5 User Responsibilities

OrangeApps Inc. respects intellectual property rights and all the Users of the platform and expects the User to do the same. Below are established ground rules to follow when posting User Content to the School Management System, the User Content must not include material that

- is offensive, abusive, defamatory, pornographic, threatening, or obscene;
- is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to violations of intellectual property rights, privacy rights, or proprietary rights of OrangeApps Inc. or a third party;
- includes malicious content such as malware, Trojan horses, or viruses, or otherwise interferes with any user’s access to the System;
- is intended to or does harass or bully other users;
- conflicts with the Agreement

Please be mindful of your use of the School Management System and of the content being shared. The School Management System includes social and interactive features, including the ability to post various forms of User Content.

Your password protects your user account, and you are solely responsible for keeping your password confidential and secure. The User must understand that you are responsible for all use of your username and password on the School Management System. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by third parties, please notify OrangeApps Inc. immediately and change your password as soon as possible.

2.6 Third Party Web Services

The School Management System may include integrations with web services made available by third parties (for future innovations) that are accessed through the Management System and subject to terms and conditions with those third parties. These third party web services are not part of the School Management System and the Agreement does not apply to them.

2.7 Suspension and Termination of Service

OrangeApps may suspend the User from using the School Management System if continued use may result in exploiting sensitive data or harm its users. OrangeApps will promptly notify the School/University of the suspension. OrangeApps will limit the suspension in time and scope as reasonably possible under the circumstances.

3. OrangeApps Responsibilities

3.1 Provisioning

OrangeApps provides access to the School Management System as described in the Agreement.

3.2 User Support and Maintenance

OrangeApps Inc. will provide technical and customer support to the User and the School during the period of the Agreement at the Support Level referenced in the contract and as previously agreed upon.

3.3 Security

OrangeApps uses reasonable security technologies in providing the School Management System. As a data processor, OrangeApps will implement technical and organizational

measures referenced in the contract to secure personal data processed in the School Management System in accordance with applicable data protection law.

3.4 Modifications

The School Management System and OrangeApps Policies may be modified by OrangeApps. OrangeApps must inform School/University of modifications by email, the support details, release notes, of the School Management System. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the School Management System, which the School/University may use in the future.

3.5 Analyses

OrangeApps or their Affiliates may use anonymous information relating to use of the School Management System and Consulting Services to prepare analyses. Analyses do not contain personal data nor Customer Confidential Information. Examples of analyses include: optimizing systems and technical resources and support, research and development of Cloud and Management System, verification of security and data integrity, internal demand planning, with other Schools/Universities. OrangeApps may provide non- anonymous benchmarking services with the School's prior written consent.

4. Disclaimer

Except as expressly provided in the Agreement, neither OrangeApps nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. The School agrees that it is not relying on delivery of future functionality, public comments or advertising of OrangeApps or product roadmaps in obtaining subscriptions for any Cloud Service.

5. Limitation of Liability

5.1 Unlimited Liability

Neither party will exclude or limit its liability for damages resulting from:

1. (a) the parties' obligations
2. (b) unauthorized use or disclosure of Confidential Information,
3. (c) either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,

4. (d) death or bodily injury arising from either party's gross negligence or willful misconduct, or
5. (e) any failure by Customer to pay any fees due under the Agreement.

5.2 Liability Cap

Subject to Sections 9.1 and 9.3, the maximum aggregate liability of either party (or its parent, or respective Affiliates or subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the annual subscription fees paid for the applicable Service directly causing the damage for that twelve month period. Any "twelve month period" commences on the Subscription Term start date or any of its yearly anniversaries.

5.3 Exclusion of Damages

OrangeApps Inc. will not be liable for any incidental, consequential, special, indirect, or punitive damages, loss of good will or business profits, work stoppage or for exemplary, and OrangeApps will not be liable for any damages caused by any Service provided for no fee. in connection with any claim of any nature arising under this Agreement, even if OrangeApps has been given advance notice of such possible damages.

6. Intellectual Property Rights

6.1 OrangeApps Ownership.

OrangeApps, their Affiliates or licensors own all intellectual property rights in and related to the School Management System, Cloud Data, Integration, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to OrangeApps, their Affiliates, and licensors.

6.2 User Ownership

The School retains all rights in and related to the School Data.

6.3 Non-Assertion of Rights

The User covenants, on behalf of itself and its successors and assigns, not to assert against OrangeApps, their Affiliates or licensors, any rights, or any claims of any rights, in any Service, Cloud Data, Integration, or Consulting Services.

7. Confidentiality

7.1 Use of Confidential Information

(a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11. Customer will not disclose the Agreement or the pricing to any third party.

(b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.

(c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

7.2 Exceptions

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

(a) is independently developed by the receiving party without reference to the disclosing

party's Confidential Information,

(b) is generally available to the public without breach of the Agreement by the receiving party,

(c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or

(d) the disclosing party agrees in writing is free of confidentiality restrictions.

8. MISCELLANEOUS

8.1 Severability

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

8.2 No Waiver

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

8.3 Electronic Signature

Electronic signatures that comply with applicable law are deemed original signatures.

8.4 Regulatory Matters

OrangeApps Confidential Information is subject to export control laws of various countries, including the laws of the Philippines with the other Asian Countries and the United States. The School will not submit OrangeApps Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export OrangeApps Confidential Information to countries, persons or entities if prohibited by export laws.

8.5 Notices

All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department. Notices by OrangeApps relating to the operation or support of the School Management System and those under Sections 3.4 and 5.1 may be in the form of an electronic notice to the School's authorized representative or administrator identified in the Contract.

8.6 Assignment

Without OrangeApps' prior written consent, the School may not assign or transfer the Agreement (or any of its rights or obligations) to any party. OrangeApps may assign the Agreement to OrangeApps' Affiliates.

8.7 Subcontracting

OrangeApps may subcontract parts of the Service or Consulting Services to third parties in the future. OrangeApps is responsible for breaches of the Agreement caused by its subcontractors.

8.8 Relationship of the Parties

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

8.9 Force Majeure

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

8.10 Governing Law

The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the Philippines, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in the Philippines. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

8.11 Entire Agreement

The Agreement constitutes the complete and exclusive statement of the agreement between OrangeApps and the School in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if OrangeApps accepts or does not otherwise reject the Contract.

9. Term and Termination

The terms and conditions in this Agreement will remain in effect throughout the Term stated in the initial contract, unless earlier terminated as set forth herein. Upon termination, the User loses the right to access or use the School Management System.

Glossary

1.1 "Affiliate" of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

1.2 "Agreement" means a Contract and documents incorporated into a Contract.

1.3 "Authorized User" means any individual to whom the School grants access credentials to use the Service that is an employee, agent, contractor or representative of

(a) The School/University,

(b) The School's Affiliates, and/or

(c) The School's and its Affiliates' Business Partners.

1.4 "Business Partner" means a legal entity that requires use of the School Management System in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.

1.5 "Service" means any distinct, subscription-based, hosted, supported and operated on- demand solution provided by OrangeApps under the Contract provided.

1.6 "Cloud Data" mean any materials provided or developed by OrangeApps (independently or with the School's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to the School. Cloud Data do not include the Customer Data, Customer Confidential Information or the Cloud Service.

1.7 "Confidential Information" means

(a) with respect to the School: (i) the School Data, (ii) marketing and business requirements, (iii) School implementation plans, and/or (iv) School's financial information, and

(b) with respect to OrangeApps: (i) the Cloud Service, Documentation, Cloud Materials and analyses

under Section 3.5, and (ii) information regarding OrangeApps research and development, product offerings, pricing and availability.

(c) Confidential Information of either OrangeApps or the School also includes information which the

disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

1.8 “Consulting Services” means professional services, such as implementation, integration, configuration, custom development and training, performed by OrangeApps’ employees or subcontractors as described in any Contract and which are governed by the Supplement for Consulting Services or similar agreement.

1.9 “School Data” means any content, accounts, data and information that Authorized Users enter into the school management system of the Service or that the School derives from its use of and stores in the Cloud. The School Data and its derivatives will not include OrangeApps Confidential Information.

1.10 “Documentation” means OrangeApps then current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Service which is made available to the School with the Service.

1.11 “Contract” means the legal document agreed for the School Management System that references the GTC.

1.12 “OrangeApps Policies” means the operational guidelines and policies applied by OrangeApps to provide and support the Service as incorporated in the Contract.

1.13 “Subscription Term” means the term of the School Management System subscription identified in the applicable Contract, including all renewals.

1.14 “Supplement” means the supplemental terms and conditions that apply to the Service and that are incorporated in the Contract.