



ORINEX WORKSPACE - END USER LICENSE AGREEMENT

Version: 2026-09-08.2

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IMPORTANT - READ THIS AGREEMENT BEFORE INSTALLING OR USING THE SOFTWARE.

This End User License Agreement ("Agreement") is a legal agreement between ORINEX Systems LLC, a Rhode Island limited liability company ("ORINEX", "we", "us"), and the organization that acquires a license to the Software ("you", "your", "Customer").

This Agreement becomes binding when an Order identifying it is signed by authorized representatives of both parties. An installer or administrator may be required to acknowledge the Agreement during installation, but installation, acknowledgment, or use by technical personnel is not intended by itself to bind the Customer or substitute for an authorized signature.

1. DEFINITIONS

- 1.1** "Software" means the ORINEX Workspace application, including any updates ORINEX makes available to you.
- 1.2** "Order" means a product-specific order form or quotation signed by both parties that identifies this Agreement and states the applicable Software, License Term, tier, Licensed Domains, Licensed Installations, fees, contacts, and incorporated addenda. An Order does not include a master agreement or purchase contract separately ranked under Section 16.2(a).
- 1.3** "License Term" means the period for which you have purchased a license, as stated in your Order.
- 1.4** "Licensed Domain" means the Google Workspace domain or domains recorded on your license.
- 1.5** "Licensed Installations" means the installations of the Software you may have activated at one time. The license is granted to your organization, not to a machine or to an administrator, and no fee is charged per installation or per administrator. Unless your Order states a different number, the standard allowance is fifty (50) concurrent installations. That allowance is set well above what administering a Licensed Domain requires; it is a safeguard against uncontrolled redistribution rather than a metered quantity. Where your Order states a different number, that number governs. An installation is counted from the point it is activated until it is deactivated or released, so replacing a machine and releasing the one it replaced does not consume two. Your Order may separately address replacement machines, standby systems, disaster-recovery installations, test environments, and temporary installations used during migration. If the allowance is genuinely inadequate for your deployment, contact ORINEX and it will be raised at no charge.
- 1.6** "Customer Data" means data relating to your Google Workspace environment: data the Software reads from or writes to that environment, and local copies of that data held by the Software on your systems. It includes directory records, device records, file and sharing metadata, group membership, license assignments, calendar resources, and audit or activity events.

Customer Data does NOT include information the Software creates or holds in order to run itself, which is defined separately as Local Application Data in Section 1.15.
- 1.7** "License Data" means the information the Software supplies for license administration, as described in Section 7.2(a).
- 1.8** "Connection Metadata" means ordinary network, request, delivery, and security information automatically associated with a transaction involving the licensing provider or the notification service, including source IP address, request date and time, request path and method, response status, user agent, selected request and response headers, provider message identifier, server-acceptance response, delivery status, authentication



result, retry history, and security-log information.

- 1.9** "Support Data" means diagnostic files, logs, screenshots, database extracts, or other information you voluntarily provide to ORINEX in connection with a support request.
- 1.10** "Documentation" means the product documentation ORINEX makes available for the version of the Software you are licensed to use.
- 1.11** "Licensing Notice Event Data" means the limited event information the Software transmits to ORINEX's notification service when your configured mail path is unavailable or delivery fails. It is limited to an opaque customer or Order identifier, opaque license identifier, installation identifier, event type, first-detected timestamp, the License Term end date, fixed descriptive text supplied by ORINEX stating the condition and the steps that resolve it, an ORINEX contact address for the recipient to reply to, Software version, event-schema version, unique event identifier, replay-protection value, and delivery status. Not every field is sent for every event type; this Section states the maximum that may be sent, not a guaranteed payload.

Licensing Notice Event Data does not include Customer Data, information retrieved from your Google Workspace environment, the raw license key, the machine fingerprint, the hostname, or the configured or Licensed Domain. It contains no contact information of yours: the descriptive text and the contact address referred to above are ORINEX's own. Any future material expansion of the information transmitted through the notification service requires a signed amendment or addendum and an updated Data Practices statement before the expansion takes effect.

- 1.12** "Notice Contact Data" means the names, titles, business email addresses, telephone numbers, postal addresses, designated information systems, and authorized fallback methods supplied by or for you in an Order or a later written contact update.
- 1.13** "Notice Records" means records created to generate, transmit, retry, deliver, and evidence an operational notice, including the notice text or template version, content hash, notice identifier, recipient, sending timestamp, receiving-server response, provider message identifier, delivery-failure response, retry and fallback history, physical-delivery record, and related Connection Metadata.
- 1.14** "Evaluation Order" means an Order that identifies this Agreement, states a fee of zero, and states a fixed evaluation period, signed by authorized representatives of both parties for the purpose of evaluating the Software. The Evaluation Effective Date stated in an Evaluation Order is the Order Effective Date for the purposes of Section 11.1.
- 1.15** Local Application Data. "Local Application Data" means information created and used solely to operate the Software locally and that does not describe, identify, reproduce, or record Customer Data or an administrative action taken against the Customer's Google Workspace environment. Local Application Data includes local administrator authentication records, encrypted two-factor seeds, one-way hashes of recovery codes, local configuration values, locally stored license and feature-tier state, and purely local application events. For clarity, an action record or undo record that identifies a Google Workspace user, group, organizational unit, device, file, message, or other Workspace object, or that records an administrative action taken against such an object, is Customer Data even when the record is stored only on Customer's server.

2. LICENSE GRANT

- 2.1** Subject to this Agreement and to payment of applicable fees, ORINEX grants you a non-exclusive, non-transferable, non-sublicensable license, during the License Term, to install and use the Software on the Licensed Installations permitted under Section 1.5, for the purpose of administering your own Google Workspace environment.
- 2.2** The license is granted to your organization. Any number of your authorized administrators may use the Software, and no fee is charged per administrator.
- 2.3** Authorized contractors. You may permit an information-technology contractor, managed-service provider, or similar third party to operate the Software solely on your behalf and for your benefit, provided that you remain



responsible for that party's compliance with this Agreement.

- 2.4** Feature tiers. The Software is offered in tiers. Features outside your purchased tier are not licensed and are not available in the Software. Your tier is stated in your Order and is shown in the Software under Settings. Tier-based availability of features is a disclosed licensing control and is described further in Section 3.10.
- 2.5** Multi-domain and managed environments. The license permits administration of the Licensed Domain only. If you administer Google Workspace domains belonging to other organizations, each such organization requires its own license. Contact ORINEX to discuss multi-domain arrangements.
- 2.6** Evaluation. Where an Evaluation Order is in effect, the license in 2.1 applies for the evaluation period stated in that Order, at no charge, for the sole purpose of evaluating the Software. During an evaluation:
- (a) the evaluation period is the License Term. Section 3 applies in full and without modification, including the commitments in 3.3 and the provider-side-control restrictions in 3.11;
 - (b) the Software is provided AS IS and Section 12.1 does not apply. Section 13 applies subject to the separate Evaluation General Cap and Evaluation Enhanced Cap stated in the Evaluation Order;
 - (c) either party may end the evaluation at any time on written notice and without cause. Ending an evaluation does not by itself create a termination fee, a refund obligation, or any liability to the other party for having ended it. Obligations already accrued, and the provisions that survive under Section 11.7, are unaffected;
 - (d) Sections 7 and 14 apply, subject to the Evaluation restrictions and the Evaluation Enhanced Cap stated in the Evaluation Order; and
 - (e) nothing obliges you to purchase.

An evaluation is formed the same way a paid license is: by an Order signed by both parties. Installing, acknowledging, or using an evaluation build does not by itself bind you.

3. LICENSE TERM, VERIFICATION, DOMAIN SCOPE, AND EXPIRATION

IMPORTANT - PLEASE READ THIS SECTION CAREFULLY

THE SOFTWARE IS LICENSED FOR A FIXED TERM.

DURING THE LICENSE TERM IT KEEPS WORKING. ORINEX'S LICENSING CONTROLS WILL NOT SHUT THE SOFTWARE DOWN OR REDUCE YOUR FEATURE TIER WHILE THE TERM IS RUNNING. THAT IS A PROMISE ABOUT LICENSING - IT IS NOT A WARRANTY THAT SOFTWARE NEVER HAS BUGS. SEE SECTION 12.

THE SOFTWARE CHECKS IN WITH A LICENSING SERVICE ABOUT ONCE A DAY TO KEEP ITS SIGNED ENTITLEMENT CURRENT. IF THAT CHECK FAILS, THE SOFTWARE KEEPS OPERATING ON THE ENTITLEMENT IT ALREADY HOLDS. VERIFICATION IS NOT A CONDITION OF YOUR USE.

THE SOFTWARE ADMINISTERS THE LICENSED DOMAIN. IT WILL NOT ADMINISTER A DOMAIN THAT IS NOT LICENSED. THAT IS THE EDGE OF WHAT YOU BOUGHT, NOT A PENALTY: EVERY LICENSED DOMAIN KEEPS WORKING NORMALLY AND THE LICENSE TERM IS UNAFFECTED.

ORDINARY LICENSED FUNCTIONALITY ENDS WHEN THE LICENSE TERM EXPIRES WITHOUT RENEWAL, OR IF THIS AGREEMENT IS TERMINATED UNDER SECTION 11.

IF YOU BREACH THIS AGREEMENT, ORINEX'S REMEDIES ARE THE CONTRACTUAL ONES IN SECTION 11. ORINEX WILL NOT USE A TECHNICAL SHUTOFF AS AN ENFORCEMENT REMEDY WHILE THIS AGREEMENT IS RUNNING. A VALID TERMINATION UNDER SECTION 11 STILL ENDS THE LICENSE.

- 3.1** How verification works. The Software verifies your license when first activated and approximately once every 24 hours thereafter, by contacting the licensing service described in Section 7.2. A successful verification issues a signed license file recording your entitlement and the end date of your License Term.



Verification keeps that record current. It is NOT a condition of your continued use during the License Term, and a failure to verify does not stop the Software. See Section 3.3.

3.2 Expiration of the License Term. At the end of the License Term your license expires and ordinary licensed functionality ends unless the license has been renewed. This is the ordinary end of the fixed term you purchased. Any limited access made available under Section 3.8, and the transition period in Section 11.5, are the only exceptions.

3.3 No suspension during the License Term. The Software's licensing, verification, and entitlement controls will not intentionally suspend, lock, disable, or reduce the licensed feature tier of the Software at any point during a paid License Term. In particular:

(a) a failure to complete verification does not stop the Software, for any length of time and for any reason. It continues to operate on the most recent signed license file it holds, through to the end of the License Term;

(b) a Licensed Domain mismatch does not stop the Software. It affects only which domain the Software will administer, under Section 3.4;

and

(c) ORINEX will not bring about a suspension by any other means, including through its licensing provider. See Section 3.11; and

(d) an internal error in the Software's own licensing components does not reduce your feature tier. The Software preserves the tier last successfully verified for the remainder of the License Term recorded in the signed license file it holds. A reduction in tier caused by such an error is a defect, remediable under Section 3.6.

It is not a disclosed operational behaviour under Section 3.10.

WHAT THIS COMMITMENT IS. ORINEX will not use a technical control to stop, lock, or degrade the Software during the License Term, and will not do so as a remedy, as a means of enforcement, or for any other reason.

WHAT IT IS NOT. It does not disturb the ordinary ways a license comes to an end. Ordinary licensed functionality still ends on expiry of the License Term under Section 3.2; on effective termination of this Agreement under Section 11; on your own election to stop using the Software or to have an installation deactivated; and where ORINEX is required to act by law or by a binding order of a court or regulator. Apart from those, the Software does not stop during the License Term.

WHAT IT IS ALSO NOT. This Section is a commitment about ORINEX's licensing machinery. It is not a warranty that the Software will be uninterrupted or error-free - Section 12 governs that and expressly disclaims it - and it does not restrict the tier availability, documented safety modes, and operational safeguards disclosed in Section 3.10, or the feature changes governed by Section 9.3. A defect, an outage, or a documented safety mode is not of itself a breach of this Section. What this Section requires is that the licensing controls are not designed or operated to stop the Software or cut its tier while the Term is running, which is why 3.3(d) requires the last verified tier to be preserved when those controls themselves fault.

If you breach this Agreement, ORINEX's remedies are the contractual ones in Section 11, exercised through the notice procedure in Section 17.4.

ORINEX will not use a technical shutoff as an enforcement remedy while this Agreement is running. A valid termination under Section 11 still ends the license, in the ordinary way and with the transition rights in 11.5.

3.4 Licensed Domain scope. Your license authorizes administration of the Licensed Domain. If the Software is configured to administer a Google Workspace domain that is not a Licensed Domain, it will not administer that domain, and it will say so plainly in the interface.

This is the boundary of what the license covers. It is not a suspension of it. Nothing licensed is being withdrawn: a domain that is not a Licensed Domain was never within the grant in Section 2.1, in the same way



that a licence for one building does not cover a second building. The Software continues to operate normally for every Licensed Domain, and the License Term is unaffected.

Adding or changing a Licensed Domain is an ordinary commercial matter.

Contact ORINEX and the Licensed Domains recorded on your license can be updated, usually the same day. Section 2.5 addresses administering domains belonging to other organizations.

3.5 Notice. This Section governs the notices ORINEX and the Software send about the state of your license.

THE NOTICES BELOW ARE OPERATIONAL, NOT PRECONDITIONS. Following the removal of mid-term suspension in Sections 3.3 and 3.4, no notice in this Section is a condition precedent to the Software ceasing to operate, because nothing in this Agreement causes it to cease operating during a License Term. Their purpose is to tell you what is happening in time for you to act on it, and to give both parties a record that they did. Failure to deliver any notice in this Section does not extend, shorten, or otherwise alter the License Term.

(a) In-application warnings. In advance of expiration under 3.2, and where a Licensed Domain mismatch is detected under 3.4, the Software displays warnings within its interface identifying the reason and the date on which your license ends.

(b) Operational notice. ORINEX will also send an operational notice in a record, initially by email. The notice identifies the affected license and installation, the condition detected and the date of detection, what you must do to resolve it, the date on which the License Term ends, a direct human contact, how to dispute the condition, and how to reach ORINEX under Section 3.6 if the Software has stopped when it should not have. No notice under this Section states a date on which operation will be suspended, because Section 3.3 provides for none.

(c) Primary delivery path. The Software first attempts to transmit the notice through the mail service you configure. Solely for generating and transmitting that notice, the Software acts as ORINEX's electronic agent. Use of a mail service or information system you control is a transmission method only. It does not make you the author or contractual sender of the notice, does not constitute your adoption or verification of its contents, and does not transfer ORINEX's notice obligation to you.

(d) Fallback delivery. If no valid mail configuration exists, a required test fails, or delivery fails, the Software transmits Licensing Notice Event Data to an ORINEX-controlled notification service. That service uses the Notice Contact Data in your Order to send the notice to the primary and backup Designated Licensing Notice Recipients. If electronic delivery fails, ORINEX will use the independent fallback method stated in your Order.

The notice function of that service, and the credentials used by that function, are limited to delivering and evidencing notices. The same ORINEX-operated host also answers the version-manifest check in Section 9.2 and serves update downloads under Section 9.5; those are separate functions of one host and are described where they occur. No function of that host has any ability or authority to trigger, accelerate, extend, reset, or otherwise control any license, entitlement, timer, restraint, or suspension.

(e) [RESERVED.] This subsection determined when the forty-five (45) day period in Section 3.4 began. Section 3.4 no longer contains a timed period - an unlicensed domain is simply outside the grant - so nothing turns on when a domain-scope notice is received.

(f) [RESERVED.] This subsection determined receipt through an authorized physical fallback method, for the same period removed from Section 3.4.

(g) [RESERVED.] This subsection stopped a verification suspension taking effect before notice had been received. Section 3.3 no longer permits a verification suspension at any point during the License Term, so there is nothing left to postpone.

(h) Expiration reminder. Failure to deliver a reminder in advance of expiration does not extend the License Term or prevent natural expiration on the date stated in your Order, but does not excuse ORINEX's obligation to use the notice procedures stated in this Section.



(i) Evidence. ORINEX or the Software retains Notice Records sufficient to show content or template and hash, attribution, recipient, dispatch, the receiving server's response, delivery failure, retry, fallback, and receipt. Retention is governed by Section 7.

(j) Contact maintenance. You will maintain at least one primary and one independent backup Designated Licensing Notice Recipient and will promptly update them by written notice to ORINEX. Failure to maintain current contacts may constitute a breach after notice under Section 17.4, but does not by itself establish receipt of an operational notice or authorize an earlier technical suspension.

(k) Delivery receipt on the primary path. Where a notice is delivered through your configured mail service under 3.5(c), the Software transmits to ORINEX's notification service a delivery receipt consisting only of the notice identifier, a hash of the notice content, the dispatch timestamp, and the response returned by the receiving mail server. That receipt contains no recipient address, no notice text, and no Customer Data, and it is Notice Records for the purposes of this Agreement. It exists so that the evidence 3.5(i) requires is not held solely on systems you control. Failure to transmit or record a delivery receipt does not by itself invalidate an otherwise effective notice, and does not extend or shorten the License Term or any period under this Agreement.

Notice of a claimed breach, of termination, or of the exercise of a contractual remedy will additionally be given under Section 17.4.

3.6 Restoration and emergency authorization. Section 3.3 means no licensing control should stop the Software or cut its tier during your License Term. If the Software stops or loses entitlements anyway - through a defect, a licensing fault, or any cause other than the Term ending, this Agreement being validly terminated, a deactivation you asked for, or action ORINEX is legally required to take - contact ORINEX at the licensing escalation address in Section 17.4. ORINEX will work with you in good faith to restore operation promptly and, where the cause was not attributable to you, without additional charge. Where technically feasible ORINEX will issue a temporary offline authorization to restore operation while the underlying cause is investigated.

This Section is a remedy for something going wrong, not a process for lifting a suspension that this Agreement permits. It permits none.

3.7 Effect on your data. Expiry of the License Term, termination of this Agreement, and any interruption of the Software however caused do not delete, encrypt, or alter Customer Data, and do not affect your Google Workspace environment, which remains fully accessible to you through Google's own administrative tools and any other tool you choose to use. However, functions of the Software itself, including export of records held in the Software's local databases, may be unavailable while the Software is not operating, except to the extent Section 3.8 applies.

3.8 Limited access after expiry or termination. Where the Software provides a limited access mode for expired or terminated installations, that mode permits read-only access to records held locally by the Software, export of those records, access to action and audit logs, export of configuration required for migration, license deactivation and seat release, and instructions for restoring service. The Documentation for your version states whether and to what extent this mode is available.

3.9 Verification service availability. Verification depends on a third-party licensing service. An outage of that service does not interrupt your use of the Software: under Section 3.3 the Software continues to operate on the signed license file it already holds, through to the end of the License Term recorded in it. ORINEX will not treat an outage as your fault.

What an outage can prevent is a transaction that needs the service to be reachable - a first activation, an activation moved to replacement hardware, a renewal taking effect, or an agreed change to your Licensed Domains, tier, or installation allowance. Where an outage materially prevents one of those, ORINEX will:

(a) use commercially reasonable efforts to restore verification;

(b) issue a temporary offline authorization where technically feasible, so that the transaction is not held up by the outage; and



(c) where the outage prevents a renewal taking effect before your License Term ends, extend the License Term by the period of the delay, at no charge.

Where restoration is not reasonably possible and the outage deprives you of use you have paid for, ORINEX will provide a service credit or a pro-rated refund for the period you were deprived of use. A period during which the Software went on operating normally is not such a period.

3.10 Other disclosed controls. Apart from the controls described in this Section 3, the Software contains no functionality designed to disable, degrade, or interfere with the Software, your systems, or your data. For the avoidance of doubt, the following are disclosed operational behaviours and are not within that statement:

(a) availability of features according to your purchased tier (Section 2.4); (b) preservation of the tier last successfully verified where the Software's own licensing components encounter an internal error, so that an internal fault interrupts neither your use of the Software nor the tier you purchased (Section 3.3(d)); (c) any read-only, limited-access, or safety mode described in the Documentation; and (d) any other operational safeguard described in the Documentation.

3.11 No provider-side control during the Term. In ordinary operation the Software applies the licensing conditions in this Section locally from the signed license artifact it holds. ORINEX will not use licensing-provider administrative controls during a current paid License Term to cause, accelerate, or extend a suspension, expiry, lock, reduction of feature tier, reduction of installation allowance, or other loss of licensed functionality. ORINEX may use those controls to correct an administrative error at Customer's request or with Customer's written agreement, or where required by applicable law or a binding governmental or judicial order. ORINEX will maintain access controls over privileged licensing-provider credentials and a written authorization or change record for each manual action that changes a customer's suspension status, expiration, installation allowance, machine state, or comparable entitlement. A breach of this Section is subject to the applicable liability cap in Section 13.

After a termination becomes effective under Section 11, ORINEX may use licensing-provider controls solely to implement that termination and the resulting end of licensed functionality.

4. RESTRICTIONS

You may not, and may not permit others to:

- 4.1** copy the Software except as reasonably necessary for backup or installation on Licensed Installations;
- 4.2** rent, lease, lend, sell, sublicense, distribute, or host the Software as a service for third parties, except as permitted by Section 2.3;
- 4.3** reverse engineer, decompile, or disassemble the Software, except to the extent that applicable law expressly permits it despite this limitation;
- 4.4** modify, circumvent, disable, or interfere with any licensing, verification, or tier-enforcement functionality, or use the Software beyond the scope of the license you purchased;
- 4.5** remove or alter any copyright, trademark, or other proprietary notice; or
- 4.6** use the Software to administer a Google Workspace domain that is not a Licensed Domain.

5. OWNERSHIP

The Software is licensed, not sold. ORINEX and its licensors retain all right, title, and interest in and to the Software, including all intellectual property rights. No rights are granted except as expressly stated in this Agreement.

6. YOUR RESPONSIBILITIES

6.1 Authorization. You represent that you are authorized to administer the Google Workspace environment you connect the Software to, and that you will use the Software only in accordance with your organization's policies



and applicable law.

- 6.2 Administrative actions are real and often irreversible. The Software performs administrative operations against your Google Workspace environment, including suspending and deleting accounts, resetting passwords, changing organizational units, transferring and deleting files, modifying group membership, and deprovisioning or wiping devices. These actions take effect in your live environment. Some cannot be undone. You are responsible for deciding which actions to perform, for confirming their scope before executing them, and for maintaining independent backups of anything you cannot afford to lose. This Section allocates responsibility for your decisions; it does not limit ORINEX's obligations under Section 12.
- 6.3 Securing the installation. The Software runs on your infrastructure with administrative credentials you supply. You are responsible for physical and network security of the server, for controlling who can access the Software, and for safeguarding the Google Workspace credentials it uses.
- 6.4 Accounts and access within the Software. You are responsible for administering user accounts within the Software, including removing access for departed personnel.

7. DATA

- 7.1 Where your data lives. The Software runs on infrastructure you control. Customer Data is read directly from Google's APIs by your installation, using credentials you supply, and is stored in local databases and files on your own systems. The current standard configuration of the Software contains no ORINEX-operated remote-access feature and is not designed to transmit Customer Data to ORINEX or to its licensing provider during ordinary operation. ORINEX does not host Customer Data. Section 7.6 addresses information you may choose to send to ORINEX for support.
- 7.2 Information used for licensing and operational notice.
 - (a) Application-supplied License Data. For license activation and validation, the Software supplies the licensing provider with the license key, a cryptographic machine fingerprint, the installation hostname, the operating-system family, and the installation identifier assigned by the licensing provider. The machine fingerprint is a persistent cryptographic hash derived from hardware and system identifiers; it is not anonymous.
 - (b) Connection and request metadata. The licensing provider also automatically receives ordinary network and request information associated with the transaction. Depending on the provider's configuration and logging practices, that information may include the source IP address, request date and time, request path and method, response status, user agent, selected request and response headers, and request and response bodies containing the application-supplied License Data.
 - (c) Licensing Notice Event Data. If your configured mail path is unavailable or delivery fails, the Software transmits Licensing Notice Event Data to an ORINEX-controlled notification service solely so that the operational notice required by Section 3.5 can be generated, delivered, retried, and evidenced.
 - (d) Notice Contact Data and Notice Records. ORINEX uses the Notice Contact Data supplied in your Order to address operational notices. The notification service and its providers create Notice Records and ordinary Connection Metadata as part of transmission, security, delivery, retry, and evidence functions.
 - (e) No Customer Data. None of the categories above is intended to contain Customer Data, student data, Google Workspace directory records, files, groups, calendars, devices, audit events, or other information retrieved from your Google Workspace environment. The Software does not intentionally transmit the configured or Licensed Domain as a dedicated licensing or notice-event field; the Licensed Domain is verified within your installation. Business email addresses supplied as Notice Contact Data may reveal an organizational email domain.

Licensing transactions occur when the Software is activated, approximately once every 24 hours thereafter, and when a check is initiated manually.



ONE FURTHER TRANSACTION SENDS YOUR LICENSE KEY, and it is described outside this list. Downloading an update sends the key to an ORINEX-operated service - not to the licensing provider - so that the service can confirm the download is entitled. It happens only when an administrator chooses to download an update, it carries no Customer Data, and it is described in full in Section 9.5. It is set out there rather than here because it belongs to updating the Software rather than to licensing it, but it is named in this Section so that this Section is a complete account of what leaves your installation. It is License Data and carries every protection this Section 7 gives License Data - see 9.5(f).

7.3 Providers and subprocessors. ORINEX uses third-party providers to perform the limited functions described in the Data Practices statement. ORINEX will identify the current provider, the function it performs, the data categories involved, and principal processing location information then reasonably available, in the Data Practices statement or on written request. ORINEX is not representing that a separate formal "licensing-provider schedule," "notice-service subprocessor schedule," or "support-data subprocessor schedule" exists unless ORINEX has actually created and published that schedule. ORINEX will update its customer-facing provider identification when a material provider change alters a disclosed data flow.

7.4 How ORINEX handles License Data, Connection Metadata, Licensing Notice Event Data, Notice Contact Data, and Notice Records. With respect to those categories, ORINEX will:

(a) use such information only for license administration, security, support, legal compliance, and related operational purposes; (b) maintain reasonable administrative, technical, and physical safeguards appropriate to it; (c) retain it only as long as needed for those purposes, and delete or de-identify it thereafter, to the extent deletion is reasonably available to and controllable by ORINEX; (d) not sell it, use it for targeted advertising, use it for profiling unrelated to license administration, or use it to train artificial intelligence models; (e) notify you without undue delay of a security incident known to ORINEX that affects it; (f) disclose it only to service providers subject to written confidentiality, security, and data-protection obligations appropriate to the nature of the information and the provider's role, or where legally compelled; and (g) to the extent reasonably available to and controllable by ORINEX, provide on request a copy of the current License Data and Notice Contact Data associated with your license and correct inaccurate active account, machine, or contact records. Provider security logs, immutable event records, Notice Records required to establish delivery or receipt, backups, and records required for legal or security purposes may not be individually editable or immediately deletable.

7.5 Other network connections. The Software also connects to (a) Google's APIs, directly from your installation using your credentials, and (b) any mail server you configure for notifications and scheduled reports. ORINEX is not a party to either connection and receives no message content and no Customer Data through them. The single exception is the delivery receipt described in Section 3.5(k), which reports that a notice was transmitted and what the receiving server answered, and nothing else.

7.6 Support Data. If you request support, ORINEX may ask you to provide diagnostic information. You control what you send and may review it first. With respect to Support Data you provide, ORINEX will:

(a) use it only to provide support and related troubleshooting and security functions; (b) limit access to personnel with a need to know; (c) treat it as your confidential information; (d) not sell it, use it for advertising, or use it to train artificial intelligence models; (e) retain it no longer than needed for the support matter, subject to any legal retention requirement; (f) delete it on your written request, subject to any legal retention requirement; and (g) notify you without undue delay of a security incident known to ORINEX that affects it.

ORINEX may use email, ticketing, storage, and security providers to process Support Data solely for the purposes stated in this Section, subject to written confidentiality, security, and data-protection obligations appropriate to their role. ORINEX will identify the providers then used to process Support Data on request. No separate support-data subprocessor schedule is incorporated into this Agreement unless expressly identified in an Order or signed addendum.



- 7.7** Local retention. The Software applies retention periods to data it stores locally, which are stated in the Documentation. ORINEX will give notice before materially shortening a stated retention period in a future version. You are responsible for determining whether those periods meet your own records-retention obligations and for exporting anything you need to retain longer.
- 7.8** Student data. Where you are an educational institution, the Software may process information concerning students locally on your infrastructure as part of the administrative functions you select. During ordinary operation of the current standard configuration, that information is not transmitted to, hosted by, or made accessible to ORINEX or its licensing provider, and ORINEX personnel do not receive or access it. This statement describes the technical data flow and does not determine your status or obligations, or ORINEX's, under any student-privacy law. Support Data you voluntarily provide to ORINEX is governed by Section 7.6. Section 15.3 addresses privacy addenda.
- 7.9** Customer control of action records. Action Log records concerning administrative operations in Customer's Google Workspace environment are Customer Data. In the configuration verified against ORINEX Workspace 3.8.2, the Software provides CSV export and full database/CSV archive export; configurable Action Log retention with a one-year default and a customer-selectable Indefinite option; deletion by date range; and deletion of all Action Log records. The separate undo log remains subject to its seven-day retention period, and the separate Compliance audit retention is governed by the Documentation for that audit function. ORINEX will not materially reduce these export, retention-selection, or deletion controls during a paid License Term without notice under Section 9.3.
- Data minimization statement. Durable Action Log records do not retain exact Gmail search query strings. For Drive operations, durable records use an opaque file identifier rather than a filename or title where the identifier is sufficient to identify the affected object. Raw Google or other provider error text is normalized before durable storage so that free-form provider responses are not retained indefinitely where a structured error category is sufficient.
- 7.10** Confidential Business Information. Each party will protect non-public business, technical, security, pricing, contact, support, and other information received from the other that reasonably should be understood to be confidential, use it only to perform or receive obligations under the parties' agreement, and disclose it only to personnel, contractors, professional advisers, and service providers who have a need to know and are subject to appropriate confidentiality obligations. This duty does not apply to information the receiving party can demonstrate is public through no breach, was lawfully known without restriction, was lawfully received from a third party without confidentiality duty, or was independently developed without use of the confidential information. A public entity may disclose information to the extent required by applicable public-records law and, where legally permitted, will give ORINEX notice reasonably sufficient to permit ORINEX to seek available protection. The obligations in this Section survive termination for three years, except that trade secrets remain protected for so long as they qualify as trade secrets under applicable law.

8. THIRD-PARTY COMPONENTS

- 8.1** The Software interoperates with GAM (also known as GAMADV-XTD3), an independent open-source utility, to communicate with Google Workspace APIs. GAM is licensed under its own terms by its own authors. Your Order or the Documentation states whether GAM is supplied with the Software or installed separately by you.
- 8.2** ORINEX is not affiliated with, endorsed by, or sponsored by Google LLC, the GAM project, or their contributors. Google, Google Workspace, and related marks are trademarks of Google LLC. Your use of Google Workspace is governed by your own agreement with Google.
- 8.3** The Software includes other third-party and open-source components. The applicable notices, license texts, and attributions are provided with the Software in a third-party notices file.

9. SUPPORT AND UPDATES



- 9.1** During the License Term, ORINEX provides email support at the address in Section 17.4 and makes updates available as released. ORINEX does not warrant any particular response time except as separately agreed in writing.
- 9.2** The Software does not install updates automatically. Updates are applied only when you choose to install them. The Software does, however, check periodically whether a newer version has been published, by requesting a version manifest from an ORINEX-operated service; that request sends no information about you, your users, or your Google Workspace environment, and carries only the Connection Metadata inherent in any network request. The Data Practices statement describes this check and its frequency. Authentic installers, executables, and updates are digitally signed and are available from the distribution location identified in the Documentation. Published checksums, where provided, are supplemental evidence and are not a substitute for signing.
- 9.3** Feature changes. ORINEX may modify or discontinue features. If ORINEX removes a materially significant feature from your purchased tier during a paid License Term, ORINEX will, at your election, provide a substantially equivalent replacement, continue to support the prior version for a reasonable period, or refund a pro-rated portion of the fees for the remainder of the License Term. This Section does not apply to a change required for legal, security, or third-party-platform reasons, of which ORINEX will give as much notice as is practicable.
- 9.4** Implementation session. Your Order may include an optional implementation session. Unless the Order states otherwise, an implementation session is a single remote session of approximately ninety (90) minutes, scheduled by agreement, in which ORINEX assists with installation, initial configuration, and administrator orientation. It is delivered for a fixed fee stated in the Order and is not a deliverable, a development engagement, or a commitment to any outcome or timeline. No work product is created for you and no intellectual property transfers. If the session is not delivered within ninety (90) days of the Order Effective Date for reasons attributable to ORINEX, the fee is refunded. Rescheduling is available on reasonable notice; a session missed without notice may be treated as delivered.
- 9.5** Update downloads and download authentication. The version check in Section 9.2 sends nothing about you. Downloading an update is a separate transaction and does send one thing. It occurs only when an administrator chooses to download an update; it does not occur during the routine version check. When it occurs:
- (a) the Software sends your license key to the ORINEX-operated service described in Section 3.5(d), so that the service can confirm the download is entitled;
 - (b) in builds that support it the key is sent in a request header rather than in the request address, so that it does not appear in browser history, in an address bar, or in an ordinary web-server access log.
- The Data Practices statement identifies the first build in which that is true and states the behaviour of earlier builds;
- (c) the key is used only to confirm entitlement to the download. It is not used to alter, suspend, or otherwise control your license, and Section 3.11 applies to that service as it does to any other;
 - (d) no Customer Data is sent, and no Local Application Data other than the license key; and
 - (e) ORINEX configures the service not to retain the license key in its application logs; and
 - (f) the license key transmitted under this Section is License Data for all purposes of this Agreement, including Sections 7.4 and the applicable liability treatment under Section 13. It receives the same handling, retention, subprocessor, incident-notification and liability treatment as the license key supplied to the licensing provider under Section 7.2(a). This subsection exists so that describing the transaction separately does not have the effect of protecting it less.

10. FEES AND RENEWAL



- 10.1** Fees are as stated in your Order.
- 10.2** This Agreement does not renew automatically. Continuation beyond the License Term requires a renewal Order or other written renewal instrument signed by authorized representatives of both parties. ORINEX may contact you in advance of expiration, but you are responsible for tracking the License Term.
- 10.3** Fees are non-refundable except as expressly stated in this Agreement or required by law.
- 10.4** Nonpayment. Nonpayment does not by itself cause the Software to disable, degrade, suspend, reduce tier, or shorten the License Term. ORINEX's remedies for nonpayment are the contractual notice, cure, collection, and termination remedies in this Agreement. Ordinary licensed functionality ends only when a valid termination becomes effective or the stated License Term expires, subject to any transition or limited-access rights expressly provided by this Agreement and the Documentation.

11. TERM AND TERMINATION

- 11.1** This Agreement takes effect on the Order Effective Date stated in an Order signed by authorized representatives of both parties and continues for the License Term unless terminated earlier under this Agreement.
- 11.2** Either party may terminate for material breach that remains uncured thirty (30) days after written notice describing the breach.
- 11.3** You may terminate at any time by ceasing use and removing the Software.
- 11.4** If you terminate under 11.2 for ORINEX's uncured material breach, ORINEX will refund a pro-rated portion of the fees for the unused remainder of the License Term.
- 11.5** Transition. For thirty (30) days following expiry or termination, ORINEX will, where technically feasible, make available any limited access mode provided under Section 3.8 so that you may export records held locally by the Software and deactivate installations. Whether such a mode exists for your version is stated in the Documentation. Where no such mode is provided, this Section imposes no obligation on ORINEX to develop or provide one.
- 11.6** Except for the transition rights in Section 11.5, on termination or expiry your right to use the Software ends and you must remove it from your systems. Except for Support Data you may have voluntarily provided under Section 7.6, Customer Data remains on your systems and ORINEX has no copy to return or delete. ORINEX will handle any retained Support Data in accordance with Section 7.6.
- 11.7** Survival. The following survive termination or expiry: Section 5 (Ownership); Section 6.2, in respect of operations performed before termination; Sections 7.4 and 7.6, in respect of information received or created before termination or expiry, for as long as ORINEX or its providers retain that information; Section 7.8; Section 7.10 (Confidential Business Information) as stated in that Section; Section 12; Section 13; Section 14; Section 16; and Section 17.

12. LIMITED WARRANTY AND DISCLAIMER

- 12.1** ORINEX warrants that:
 - (a) it has the authority to grant the license in Section 2, as of the grant; (b) during the License Term, the then-current supported version of the unmodified Software will materially conform to its applicable Documentation; (c) each build and update ORINEX supplies does not knowingly contain malicious code, disabling code, or remote-access functionality other than the licensing controls expressly disclosed in Section 3, as of its delivery; (d) support services will be performed in a professional manner whenever support is provided; and (e) each installer, executable, and update ORINEX supplies will be digitally signed using a code-signing certificate reasonably intended to permit verification of publisher identity and file integrity at the time it is supplied.



- 12.2** Remedy for nonconformity. If you report a reproducible material nonconformity, ORINEX will use commercially reasonable efforts to correct it, provide a reasonable workaround, or replace the affected functionality. If ORINEX does not do so within a reasonable period, you may terminate the affected Order and receive a pro-rated refund for the unused remainder of the License Term. This is your exclusive remedy for breach of the warranty in 12.1(b), without limiting claims arising from fraud, willful misconduct, ORINEX's security obligations, Section 14, or liabilities that cannot lawfully be limited.
- 12.3** Supported versions. The warranty in 12.1(b) requires that you use a currently supported version, install a critical security or compatibility update within a reasonable period after it is made available, operate within the documented requirements, and provide information sufficient to reproduce the issue. ORINEX may not rely on this Section where the update in question removes a material feature of your purchased tier.
- 12.4** The warranty in 12.1(b) does not apply to a nonconformity caused by misuse, an unsupported configuration, unauthorized modification, changes made by Google or another third party, your infrastructure, compromised credentials, or operation outside the Documentation.

IMPORTANT - WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY STATED IN SECTION 12.1, THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ORINEX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

ORINEX DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT IT WILL MEET ALL OF YOUR REQUIREMENTS.

- 12.5** Any warranty that cannot lawfully be excluded is limited to the minimum scope and duration permitted by applicable law.

13. LIMITATION OF LIABILITY

- 13.0** Excluded damages. To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost revenue, goodwill, or business interruption, even if advised of the possibility. Reasonable and documented restoration costs expressly recoverable under this Agreement are direct damages and are not excluded by this paragraph.
- 13.1** General Cap. Except for claims expressly subject to Section 13.2 or 13.3, each party's total aggregate liability arising out of or relating to this Agreement, all Orders between the same parties, and the same or related acts or omissions will not exceed the greater of: (a) the fees paid or payable under the affected Order allocable to the twelve (12) months immediately preceding the first event giving rise to the claim; or (b) US\$5,000. For a prepaid Order covering more than twelve months, prepaid fees are allocated ratably over the stated License Term solely for this calculation. Multiple claims, legal theories, affected features, data categories, incidents, or claimants do not create multiple General Caps for the same or related acts or omissions.
- 13.2** Enhanced Cap. For the following categories, ORINEX's total aggregate liability is subject to a single Enhanced Cap of US\$1,000,000 instead of the General Cap: (a) ORINEX's liability for breach of Section 7.4 or 7.6, but only to the extent the breach results in unauthorized access to, acquisition of, use of, disclosure of, alteration of, or loss of License Data, Connection Metadata, Licensing Notice Event Data, Notice Contact Data, Notice Records, or Support Data in ORINEX's or its service providers' possession or control, including a failure to give notice of such an event where Section 7.4(e) or 7.6(g) requires notice; (b) liability arising from a negligent or unintentional act, error, omission, misrepresentation, or unintentional contractual breach in the Software or a technology service ORINEX provides in connection with the Software that causes the Software to fail to perform its intended licensed function, including an improper suspension, lock, expiry, reduction of feature tier, reduction of installation allowance, or other restriction of licensed functionality resulting from such failure; (c) reasonable and documented monetary damages representing costs incurred by Customer to restore Customer



Data or system configuration to the state immediately preceding a failure described in subsection (b), to the extent directly caused by that failure; (d) ORINEX's breach of Section 7.10, but only to the extent the breach consists of unauthorized access to or disclosure of Customer confidential information in ORINEX's or its service providers' possession or control arising from an event of the kind described in subsection (a); and (e) ORINEX's defense and indemnity obligations under Section 14 with respect to copyright or trademark claims. The Enhanced Cap does not apply merely because ORINEX breached Section 7.4, 7.6, 7.10, 3.3, or 3.11; because ORINEX assumed an obligation under a privacy or security addendum; or because a claim under Section 14 alleges patent infringement. Those matters are subject to the General Cap unless Section 13.3 applies or a signed agreement expressly states otherwise. A deliberate provider-side licensing-enforcement decision is not within subsection (b). Claims subject to the Enhanced Cap do not also receive the General Cap, and multiple Enhanced-Cap categories arising from the same or related acts or omissions do not stack or create more than one Enhanced Cap.

- 13.3** Uncapped claims. Neither the General Cap nor the Enhanced Cap limits: (a) Customer's obligation to pay fees properly due; (b) a party's fraud or knowing and willful misconduct; or (c) liability that applicable law prohibits the parties from limiting. Death, personal injury, and damage to tangible property are excluded from a cap only to the extent the applicable law does not permit the relevant limitation.
- 13.4** Public entities. For a public entity, this Section applies only to the extent permitted by applicable law and does not waive or enlarge governmental immunity, statutory liability limitations, appropriation restrictions, or other mandatory protections.
- 13.5** Insurance. ORINEX will maintain only the insurance expressly stated in an applicable signed Order or other signed agreement. Insurance does not enlarge a liability cap, create liability where none otherwise exists, or represent that every contractual claim is insured.
- 13.6** Allocation of risk. The limitations in this Section are aggregate, apply even if a limited remedy fails of its essential purpose to the extent permitted by law, and are an essential basis of the parties' pricing and allocation of risk.

14. INDEMNIFICATION BY ORINEX

- 14.1** ORINEX will defend you against any third-party claim alleging that the Software, as provided and used in accordance with this Agreement, infringes a US patent, copyright, or trademark, and will pay damages finally awarded or amounts agreed in settlement.
- 14.2** This obligation does not apply to claims arising from modification of the Software by anyone other than ORINEX, or from combination with something not supplied by ORINEX. The combination exclusion does not apply where the combination is required by the Documentation, expressly approved by ORINEX, or reasonably necessary for the Software's intended use, including combination with Google Workspace, Google APIs, GAM, the Windows operating system, your credentials, and your infrastructure.
- 14.3** If the Software becomes, or in ORINEX's reasonable opinion is likely to become, subject to such a claim, ORINEX may procure the right for you to continue using it, replace or modify it, or terminate the license and refund fees for the unexpired portion of the License Term.
- 14.4** Procedure. You will notify ORINEX of a claim promptly; late notice relieves ORINEX only to the extent ORINEX is materially prejudiced. You will allow ORINEX to control the defense and provide reasonable cooperation at ORINEX's expense, and may participate at your own expense. ORINEX will not settle a claim in a way that admits fault on your behalf or imposes a non-monetary obligation on you without your consent. Nothing in this Section requires you to surrender control of a defense where law prohibits you from doing so.
- 14.5** This Section states ORINEX's entire liability for intellectual property infringement.
- 14.6** Liability treatment. ORINEX's obligations under this Section 14 with respect to copyright or trademark claims are subject to the Enhanced Cap in Section 13.2. ORINEX's obligations under this Section 14 with respect to patent claims are subject to the General Cap in Section 13.1. During an Evaluation, liability treatment is



governed by the Evaluation Order. Nothing in this Section creates an uncapped patent, copyright, or trademark indemnity.

15. PUBLIC-SECTOR AND EDUCATIONAL CUSTOMERS

- 15.1** ORINEX recognizes that public agencies, school districts, and other public bodies are subject to laws that limit what they may agree to. Accordingly, if you are such an entity:
- (a) nothing in this Agreement requires you to indemnify, defend, or hold harmless ORINEX, and any provision purporting to do so does not apply to you;
 - (b) nothing in this Agreement waives, limits, or alters any governmental immunity, statutory liability cap, or other protection available to you by law;
 - (c) Section 17.1 (governing law and venue) does not apply to the extent your governing law requires that the agreement be governed by, or disputes be heard in, your own jurisdiction;
 - (d) no provision of this Agreement requires you to submit to binding arbitration or other binding extra-judicial dispute resolution;
 - (e) your obligations are subject to the lawful appropriation of funds.
- A decision not to appropriate, or not to renew, is not a breach of this Agreement; and
- (f) any provision that conflicts with a law applicable to you does not apply to you, and the remainder of this Agreement continues in effect.
- 15.2** Public records. ORINEX acknowledges that you may be required to disclose this Agreement under public-records law, and does not designate it confidential.
- 15.3** Privacy and security addenda. ORINEX will review in good faith any data privacy or security addendum required by you and will work toward mutually acceptable terms appropriate to the information processed by the then-current product configuration. Because the standard configuration is not designed to transmit student data to ORINEX, the parties may use a schedule reflecting that no student data is received, or another addendum appropriate to the actual data flow. Where such an agreement is executed, Section 16 governs precedence.
- 15.4** State-specific terms. ORINEX will consider riders required by statute or by your governing body.

16. ORDER OF PRECEDENCE

- 16.1** Integrated documents. This Agreement, the applicable signed Order, and any master agreement, services agreement, purchase contract, data privacy agreement, student-data privacy agreement, security addendum, or state-specific rider expressly signed by both parties form the parties' agreement to the extent each applies.
- 16.2** Order of precedence. If documents conflict: (a) a signed master agreement, services agreement, or purchase contract controls; (b) a signed data privacy, student-data privacy, or security addendum controls solely with respect to privacy, information security, data handling, retention, deletion, incident response, and other operational matters expressly within its subject matter; (c) the applicable Order controls deal-specific licensed domains, installations, tier, License Term, quantities, fees, payment dates, implementation services, and other commercial particulars stated in that Order; and (d) this EULA controls all remaining matters.
- 16.3** Protected risk-allocation provisions. A privacy or security addendum may alter operational privacy or security duties within its subject matter without citing an EULA section number. It does not alter fees, license scope, intellectual-property ownership, warranty remedies, liability caps, indemnification, term or termination, governing law, venue, or other economic or risk-allocation provisions unless the signed addendum expressly states that it modifies the identified subject and the modification is accepted by an authorized ORINEX representative.



- 16.4** Later documents. A later signed document modifies an earlier document only to the extent it expressly states that it is an amendment or override. A purchase order, vendor portal term, questionnaire response, click-through term, policy, or other unilateral customer document does not amend the parties' agreement unless ORINEX expressly accepts the modification in a signed writing.
- 16.5** Public entities. This Section is subject to mandatory law applicable to a public entity and does not create authority to agree to a term the public entity cannot lawfully accept.

17. GENERAL

- 17.1** Governing law and venue. This Agreement is governed by the laws of the State of Rhode Island, without regard to its conflict-of-law rules. The state and federal courts located in Rhode Island have exclusive jurisdiction, subject to Section 15.1(c). The UN Convention on Contracts for the International Sale of Goods does not apply.
- 17.2** Changes to this Agreement. ORINEX may propose revised terms for a future License Term or materially changed functionality. Revised terms apply only when incorporated into a renewal Order, amendment, or other writing signed by authorized representatives of both parties. An installer or administrator may be required to acknowledge that revised terms were presented, but that acknowledgment does not amend this Agreement or bind the Customer without the required authorized signature. Continued use alone does not constitute acceptance of revised terms.
- 17.3** Assignment. You may not assign this Agreement without ORINEX's written consent, except to a successor to all or substantially all of your assets or, in the case of a public entity, to a successor entity by operation of law. ORINEX may assign to a successor in connection with a merger, acquisition, or sale of assets.
- 17.4** Notices. ORINEX maintains the following addresses:
- Legal notices legal@orinexsystems.com and the postal address stated in your Order Licensing escalation licensing@orinexsystems.com Technical support support@orinexsystems.com Notices to you will be sent to the corresponding contacts identified in your Order. Either party may change its contacts by written notice.
- A notice of claimed breach, termination, or exercise of a contractual remedy must be sent to the legal-notice address.
- 17.5** Severability. If a provision is held unenforceable, it is modified to the minimum extent necessary or severed, and the remainder continues in effect.
- 17.6** Waiver. A failure to enforce a provision is not a waiver of it.
- 17.7** Force majeure. Neither party is liable for a delay or failure caused by events beyond its reasonable control, except for payment obligations. Section 3.9 controls with respect to licensing-service interruption notwithstanding this Section.
- 17.8** Entire agreement. Subject to Section 16, this Agreement together with your Order is the entire agreement between the parties regarding the Software and supersedes all prior proposals and communications regarding it.
- 17.9** Export and sanctions. You will not use or export the Software in violation of US export control or sanctions laws.
- By signing an Order that identifies this Agreement, each party acknowledges that it has reviewed the Agreement and agrees to be bound by it. An installer's or administrator's installation-time acknowledgment confirms presentation of the Agreement but does not independently bind the Customer or amend the parties' signed agreement.

ORINEX Systems LLC Rhode Island, United States support@orinexsystems.com