

# Terms of Service

*Last updated July 8, 2025*

These terms of service (“**Terms of Service**”) govern all rights and obligations regarding the use of the Platform and constitutes an agreement between the Authorized Users and SpecialNeedsWare Inc. dba Ori Learning (“**Ori Learning**”). By accessing, Registering, and/or using the Platform, each Authorized User signifies consent to these terms. If the Authorized User does not agree to be bound by all the provisions of these Terms of Service, the Authorized User may not access or use the Platform at any time.

*All capitalized terms have the meaning ascribed in the “Definitions” section below or as otherwise noted in these Terms of Service.*

## ACKNOWLEDGEMENT

By accessing, Registering and using the Platform, Teachers and School Staff acknowledge and agree that each of the following are true and accurate:

1. You read and understand and accept these Terms of Service;
2. You have the authority to agree to these Terms of Service;
3. Your name, contact details and related information inputted into or stored within the Platform are accurate and shall be kept up to date (including without limitation the data provided when you Register);
4. You are 18 years of age or older;
5. You have, and shall have throughout the Term, all right to provide data, including personal information, about the Students and yourself, in and through the Platform;
6. Any data provided to Ori Learning, including personal information, will be governed by Ori Learning’s Privacy Policy [<https://orilearning.com/privacy-policy/>] and the written agreement in effect between Ori Learning and the School District (which may include a data processing agreement);
7. If you are a Teacher: your use is solely for teaching purposes (as described herein) and not for any individual purpose



You are School Staff: your use is solely for the business of the School District (as described herein) and not for any individual purpose

By accessing, Registering and using the Platform, the following applies to the Students:

1. For those Students that are over the age of 18 and have the capacity to agree to these Terms and Conditions, the Students acknowledge and agree that each of the following are true and accurate: (i) you are 18 years of age or older; (ii) you read and understand and accept these Terms of Service and have the authority to do so; (iii) your use is solely for your personal and individual learning purpose; (iii) you have the right and authority to supply all data, including personal information about yourself, your name, contact details and related information inputted into or stored within the Platform are accurate and shall be kept up to date (including without limitation the data provided when you Register).
2. For those Students that are under the age of 18 (or those Students over the age of 18 without capacity), you may not access, Register to use, or use the Platform unless you have the express written consent of your parent or guardian to do so and such consent has been supplied to, and maintained by, the School District. If you are not sure if such consent has been supplied, contact your parent, guardian, or School Ori Learning does not knowingly accept any data from anyone under the age of 18 without the explicit authorization to do so. For these Students, to the extent permissible by law, you acknowledge and agree that (i) you read and understand these Terms of Service and will follow all requirements and obligations described below; (ii) your use is solely for your personal and individual learning purpose; (iii) your parent or guardian has granted the right to supply all data.

## Definitions

**“Platform”** means the software tool Ori Learning created, developed and owns to support students’ transition and social emotional well-being, including the Content contained therein;

**“Authorized User”** means (i) each Teacher who is authorized by the School District to access and use the Platform for the School District and Student’s benefit; (ii) each School Staff who is authorized by the School District to access and use the Platform solely for the School District’s benefit; and (ii) each Student who is authorized by the School District to access and use the Platform for its own benefit.



**Student** means a person who is enrolled in the School District and for whom the School District and Teacher has responsibility and who has been assigned a unique user identifier.

**School Staff** means an employee of the School District who is responsible for managing, coordinating and reporting on information from, and the operation of, the Platform, including maintaining data and who has been assigned a unique user identifier.

**Teacher** means an employee of the School District who provides instruction, lessons and imparts skills to Students and who has been assigned a unique user identifier.

**School District** means the corporate entity that has entered into a written agreement with Ori Learning for access to, and use of, the Platform.

**Third Party Service** means any software, hardware, network, cloud, content or other components licensed or utilized by Ori Learning provided with, or incorporated into, or linked to the Platform.

## USE OF THE PLATFORM

**User Responsibility.** To access and use the Platform, each Authorized User is required to Register for an account. Each Authorized User is solely responsible and liable for (a) its use of the Platform; (b) all Content it makes available, distributes or transmits through the Platform; and (c) compliance with all applicable laws. Each Authorized User will be solely responsible for the confidentiality of its login IDs and passwords. If the Authorized User believes that Authorized User's account is no longer secure, then the Authorized User must immediately notify Ori Learning at [legal@orilearning.com](mailto:legal@orilearning.com).

**School District Authorization; Creating Profiles and Registration.** In order for Students, Teachers and School Staff to become Authorized Users, the School District must identify each such individual and approve the application of a license to that individual. After a Student or School Staff has been identified and approved, the individual must create a profile and/or complete a validation process (such as a Student accepting an invitation from a Teacher) (for purposes of these Terms and Conditions, the term **Register** will be used to denote any process or format for creating profiles and authorizing users in the Platform). Ori Learning may use generally commercially available methods to authenticate the Authorized Users. Ori Learning will not be responsible or liable, directly or indirectly, in any way for any loss or damage of



and incurred as a result of, or in connection with any unauthorized use of a name or password. Ori Learning retains the right to disable any user identification code or password, if the School District or any Authorized User, has violated any of the provisions of this Agreement.

**Connection to the Platform.** Each Authorized User shall be responsible, at its own expense, for procuring and maintaining the telecommunications, networks, peripherals and other items necessary to access the Platform. Each Authorized User shall be solely responsible for all aspects of Internet use and connectivity.

**Usage.** The Authorized Users may access the Platform through a website, link or other portal supplied by Ori Learning, which may change from time to time. Ori Learning hereby grants the Authorized User a non-exclusive, non-transferable, non-sub-licensable, revocable license to use the Platform for non-commercial purposes, subject to these terms.

- The Authorized User hereby agrees that it will only use the Platform for private, personal and individual uses as described in the Acknowledgement above and as follows:
  1. Teachers are permitted to use the Platform for teaching purposes, including to deliver lessons;
  2. Students are permitted to use the Platform for the Students' individual learning purposes;
  3. Administrative Users are permitted use the Platform for the internal business of the School District, including (i) managing, coordinating, and reporting on information from, and the operation of, the Platform and (ii) allocating, assigning and reassigning Students and Teachers.
- Authorized Users merely obtain a limited, non-exclusive license to use the Platform in accordance with these Terms of Service and within the scope, duration and intended use requirements as stated herein; and
- Ori Learning may make changes, impose limits, and occasionally suspend or terminate the features, functions or certain aspects of the Platform.
- Information pertaining to a Student, such as progress, certifications, course completion and the like shall remain personal to that Student. Administrative Users may be authorized by the School District to access and view information pertaining to all Students with a School District. Teachers will only have access to information pertaining to those specific Students that are assigned to the

**Use Restrictions.** Authorized Users shall not use the Platform for any purposes beyond the scope expressly granted in these Terms of Service. Authorized Users shall not at any time, directly or indirectly:

- Copy, modify, or create derivative works of the Platform in whole or in part;
- Rent, lease, lend, sell, license, sublicense, assign, distribute, publish, publicly display, transfer, or otherwise make available the Platform to anyone;
  - a. School Staff may not provide access to consultants, other schools, a consortium of schools, non- authorized users, other school districts or Boards of Education.
- Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; or alter, modify, enhance, make works derived from the Platform or attempt to generate or access the source code for the Platform (or other tools, software or products), whether by converting, translating, decompiling, disassembling or merging any part of the Platform with any other software;
- Remove any proprietary notices from the Platform or change the name, trademarks, brands or logos embedded in, or used with, the Platform;
- Permit or allow any damage, interference with, or other harm to Ori Learning's network, servers, systems, or other technological devices or any third-party network or system connected thereto;
- Use a robot, spider, scraper or other unauthorized automated means to access Ori Learning networks, servers, systems or other technological devices or any third-party network or system connected thereto;
- Use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- Interfere with, or circumvent, any feature of the Platform, including any security or access control mechanism; and
- Store or transmit material in violation of third-party privacy rights, use the Platform to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs or attempt to gain unauthorized access to the Platform or its related systems or networks.

Further, each Authorized User represents that the Authorized User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and you are not listed on any U.S. Government list of prohibited or restricted parties.

**Continued Use.** Authorized Users will be able to access and use the Platform for the period determined by the School District (and agreed upon by Ori Learning and reflected in the written agreement with the School District). The license to access and use the Platform for the applicable time period shall remain in effect regardless of whether: (i) the Student moves between or among schools within the School District or changes Teacher associations within the School District; provided, however, the license will terminate – and the Student will be unable to access and use the Platform – upon notice that the Student has disenrolled or moved to a different School District; (ii) regardless of whether the School Staff moves between or among schools within the School District; provided, however, the license will terminate upon notice that the School Staff is no longer employed by the School District or the School District no longer authorizes such School Staff to access and use the Platform; and (iii) regardless of whether the Teacher moves between or among schools within the School District; provided, however, the Teacher’s rights to access, view and use specific Students’ data may change and further the license will terminate upon notice that the Teacher is no longer employed by the School District or the School District no longer authorizes such Teacher to access and use the Platform.

**Suspension.** Ori Learning may temporarily suspend an Authorized User’s access to any portion or all of the Platform if:

(i) Ori Learning reasonably determines that (A) there is a threat or attack on the Platform; (B) Authorized User’s use of the Platform disrupts or poses a security risk to the Platform or to any other Authorized User or vendor of Ori Learning; (C) Authorized User is using the Platform for fraudulent or illegal activities; (D) subject to applicable law, the School District has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) the provision of the Platform to Authorized User is prohibited by applicable law; (ii) any vendor of Ori Learning has suspended or terminated Ori Learning access to or use of any Third Party Services required to enable Authorized User to access the Platform; or (iii) School District’s failure to pay fees when due. Ori Learning will have no liability for any damage, liabilities, losses (including any loss of



profits), or any other consequences that Authorized User may incur as a result of suspension. Although Ori Learning will not review Content, as described herein, Ori Learning may, at any time and without prior notice, screen, remove, edit, or block any Content that in its sole judgment violates these Terms of Service or is otherwise objectionable.

## CONTENT AND INFORMATION

**Content.** Users may have the ability to upload, download, access, use, submit and post information and content, which includes curriculum, lesson plans, assessments, quizzes, projects, interactive activities, workbooks worksheets, programs, educational materials, data, audio, video, media, images, episodes, footage, clips, demonstrations or similar content (in all languages), abstracts, summaries, scripts, completion materials and text, replies, comments, graphics, geo-data, and other materials and supporting documentation within the Platform (“**Content**”).

By providing Content, Authorized User represents and warrants that it is the owner of the Content, or has the necessary licenses, rights, consents, and permissions to submit the Content and to license to Ori Learning the right use and distribute the Content as described in these Terms of Service. In particular, Authorized User represents and warrants that it is authorized to provide all Content pertaining to Students and that it is not violating any law or right of any third party in doing so.

Authorized User, and not Ori Learning, is solely and completely responsible and liable for all Content it submits within the Platform. Thus, the Authorized User assumes sole responsibility for any Content, and you alone are liable for the consequences when you submit and/or post Content. By providing Content in or through the Platform, Authorized User grants Ori Learning a worldwide, non-exclusive, irrevocable, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify or the purpose of formatting for display, and distribute the Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed.

**General Content Limitations.** Authorized Users may not use the Platform in any manner (or add, submit, or transmit any Content in or to the Platform) that contains, posts, shares, or transmits any material that:

- is false, misleading, libelous, private, or other disparaging content;

• is improper or unlawful (or for any illegal purpose or in violation of any local, state, national, or international law);

• is defamatory, offensive, obscene, or otherwise objectionable or causes offense based upon one's race, religion, ethnicity, gender, sexual orientation, nationality or disability (or harasses, threatens, demeans, embarrasses, bullies, or otherwise harms anyone);

- breaches the confidence or privacy of any third-party's rights;
- violates copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- has the purpose, intent, or effect of harming minors, attempting to harm minors or contains sexually explicit material or contains violence;
- discloses any personally identifiable information about a minor in any public forum or performs any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other account without permission, or falsifying a Student's age or date of birth (or slanders, defames, libels, or invades the right of privacy, publicity, or other property rights of any other person);
- is misleading or misrepresents the Ori Learning's products or services; and/or
- causes damage to Ori Learning or brings Ori Learning into disrepute.

**Downloadable Content.** Notwithstanding the license restrictions set forth above, some Content may be available for downloading and printing, such as worksheets, workbooks, completion certificates, lesson guides, lesson plans and progress reports. Ori Learning will continue to own all copyright rights in and to such Content, regardless of whether it is downloaded and printed. Ori Learning hereby grants the following rights to the Authorized Users with respect to downloadable Content:

- To the Teachers: a license to download and print applicable Content for the limited purpose of (a) delivering lessons and to teach Students and (b) evaluating, monitoring and assessing student progress and to share and communicate such with parents, and for no other purpose; thus, Teachers may not distribute the Content to teachers and administrators in other school districts or create businesses based upon the Content or otherwise post, distribute or commercialize the Content.
- To the Students: a license to download and print applicable Content for the Students' individual learning purposes: such as to engage with the lesson, complete activities and lessons, or take a quiz.



the School Staff, a license to download and copy, distribute, and display reports for its internal business purposes in furtherance of the purpose for which the report was created, but not to develop a service competitive to the Platform or to distribute the reports to competitors of Ori Learning.

**Maintenance, Support, Modification.** Although Ori Learning may provide support to School Districts, Ori Learning has no obligation to provide any type or level of support for the Platform directly to Authorized Users. To the extent Ori Learning offers support, it will do so subject to published policies, if any. Ori Learning reserves the right to modify or discontinue the Platform at any time (including by limiting or discontinuing any features or the functionality of the Platform), temporarily or permanently, with or without notice to Users. Ori Learning will have no liability for any change to the Platform or any suspension or termination of Authorized User's access to or use of the Platform.

**Monitoring Content.** Ori Learning does not control and does not have any obligation to monitor Authorized User Content, or any content made available by third parties. Authorized User acknowledges and agrees that Ori Learning reserves the right to, and may from time to time, monitor all information transmitted or received through the Platform for operational and other purposes. If at any time Ori Learning chooses to monitor the Content, Ori Learning still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of Content. During monitoring, information may be examined, recorded, copied, and used in accordance with the OriLearning Privacy Policy (and any applicable agreement between Ori Learning and the School District).

**Automated Decision Making.** In the future, the Platform may contain technology that includes the ability to track usage, make decisions, predict behavior, and draw certain analysis from Authorized User's responses and navigation within the Platform. If Ori Learning adopts this type of technology, it will not contain any legally significant impact and will not involve the denial of or approval for any services. Should any Authorized User wish to opt-out of this type of technology, the Authorized User must submit a request to Ori Learning.

## TERM AND TERMINATION

**Commencement.** These Terms of Service shall begin on the first date on which the Authorized User downloads, installs, accesses, Registers or uses the Platform.



**Termination Period.** These Terms of Service will remain in effect unless and until terminated, as described below.

**Cancellation or Termination of Platform.** The written agreement in effect between Ori Learning and the School District may terminate and, if this occurs, the Authorized User's rights to access and use the Platform will likewise terminate, except as provided under the terms of that written agreement. Unless otherwise the School District mandates or determines otherwise, the Authorized User may terminate use of the Platform at any time and for whatever reason. If you would also like for Ori Learning to delete your Ori Learning account and your personal information contained in the account, please submit a request to [support@orilearning.com](mailto:support@orilearning.com) and provide your name, the username and other required data. On receiving such a request, Ori Learning will use reasonable efforts to delete such information and will do so in accordance with Ori Learning's Privacy Policy, noting that information may not be deleted immediately from any back-up systems and further noting that certain information may be retained to comply with the written agreement with the School District and/or applicable law.

**Termination by Ori Learning.** Ori Learning retains the right to block Authorized User's access to and use of the Platform and discontinue use, at any time and immediately without notice to Authorized User if: (i) Authorized User fails to comply with any term or condition of these Terms of Service; and/or (ii) Authorized User violates the usage restrictions set forth herein; and/or (iii) the agreement between the School District and Ori Learning has terminated or been cancelled, such as for failure to pay fees when due.

**Effect of Termination.** Upon termination of these Terms of Service for any reason, Authorized User's right to access and use the Platform shall be terminated and revoked and Authorized User shall immediately discontinue use of the Platform and Authorized User shall delete, destroy, or return all copies of network passwords, links and other materials providing access to the Platform. Upon termination or cancellation of these Terms of Service for any reason Ori Learning will cease performing any actions in connection with the Platform for, or to, the Authorized User. The sections of these Terms of Service pertaining to Termination, Ownership, Warranties, Disclaimers and Limitation of Liability, and General Provisions shall survive any termination of these Terms of Service.

## OWNERSHIP AND DATA



**Intellectual Property Ownership.** Ori Learning is the owner or licensee of all intellectual property rights in and to the Platform and all derivative works thereof, including, without limitation all copyrights, trade secrets, patents, and trademarks. Authorized User does not acquire any right, title or interest in or to the Platform (or Content) except in accordance with these Terms of Service. Ori Learning (or its licensors) shall hold all title, ownership rights, and intellectual property rights to any modifications, updates, copies, translations, improvements, adaptations or incorporations of the Platform. For avoidance of doubt, Ori Learning owns all right, title and interest in and to all visual interfaces, graphics, designs, compilations, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Platform provided by Ori Learning. Ori Learning reserves all rights not granted expressly in these Terms of Service.

**User Information.** As described above, the collection, maintenance and use of all personally identifiable and related information about, or in connection with, Users and Students shall be governed by the Ori Learning's Privacy Policy (and the applicable agreement between Ori Learning and the School District). <https://orilearning.com/privacy-policy/> Authorized User warrants that its collection of all data pertaining to any Authorized User is, and shall remain, in accordance with all laws and that Authorized User has, and will continue to have, all right to collect, maintain and use that data. The collection, maintenance and use of data as described in this paragraph means and includes, without limitation, obtaining data, importing data into the Platform, exporting data from the Platform, identifying and transmitting information about Authorized User and Students.

**School District Data.** School District is solely responsible for: (a) the accuracy, quality, integrity, legality and correctness of the School District Data and other data; (b) the selection, creation, and update, of the School District Data and other data; and (c) the selection and design of the School District's business controls and the implementation of those controls for the review, addition, deletion and modification of such School District Data and other data. This means that Ori Learning has no liability or responsibility to any Authorized User with respect to any of these activities and should Authorized User have any claims related to the data, it must seek and pursue such claims only against the School District.

**License to Data.** Each Authorized Users grants Ori Learning a limited, non-exclusive, revocable license to use the School District Data for the limited purpose of rendering the services and providing the Platform as described herein.



# WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

PLATFORM AND ALL USE THEREOF IS ON AN “AS IS” AND “AS AVAILABLE” BASIS. ORI LEARNING HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, FEATURES, QUALITY, NON- INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY. Authorized User assumes responsibility for the selection of the Platform to achieve the Authorized User’s intended results, and for the use and results obtained from the Platform. Ori Learning is not liable for any damage to or loss of any programs, data, or other information or any non-Ori Learning-branded product, embedded software or software not covered by this warranty.

Moreover, Ori Learning does not warrant that the Platform will operate in an uninterrupted or error-free manner, or that it will always be available or free from all harmful components, or that it is safe, secured from unauthorized access, immune from damages, free of malfunctions, bugs or failures, including, but not limited to hardware failures, software failures and software communication failures. Ori Learning does not disclaim any warranty or other right that Ori Learning is prohibited from disclaiming under applicable law.

**LIMITATION OF LIABILITY.** ORI LEARNING AND ITS AFFILIATES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS, SUBSIDIARIES, DIVISIONS, SUCCESSORS, ASSIGNS, SHALL NOT BE LIABLE, REGARDLESS OF CIRCUMSTANCES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY NATURE OR KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSSES OR DAMAGES ARISING OUT OF OR RESULTING FROM USE OF THE PLATFORM LOST OR CORRUPTED DATA OR THIRD PARTY DATA, LOST PROFITS OR LOST GOODWILL, FAILURE TO REALIZE SAVINGS OR FOR ANY CLAIM OR DEMAND AGAINST THE AUTHORIZED USER BY ANY THIRD PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED (OR KNOWS OR SHOULD HAVE KNOWN OF) THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE PLATFORM, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE PLATFORM, OR FROM ANY FAULT, OR ERROR MADE BY ORI LEARNING’S STAFF OR ANYONE ACTING ON ITS BEHALF, OR FROM ANY RELIANCE ON THE CONTENT OF THE PLATFORM OR FROM ANY COMMUNICATION WITH THE PLATFORM, OR



OTHER USERS ON OR THROUGH THE PLATFORM, OR FROM ANY DENIAL OR  
DELETION OF AUTHORIZED USER'S ACCOUNT, OR FROM RETENTION, DELETION,  
DISCLOSURE AND ANY OTHER USE OR LOSS OF CONTENT. IN ANY EVENT, AUTHORIZED  
USER'S SOLE REMEDY WILL BE LIMITED TO CORRECTING SUCH ERRORS, OR  
MALFUNCTIONS, AND IN LIGHT OF THE RELEVANT CIRCUMSTANCES.

THE AGGREGATE LIABILITY OF THE ORI LEARNING ENTITIES TO AUTHORIZED USER FOR ALL  
CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY  
PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT,  
TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT AUTHORIZED USER  
HAS PAID TO ORI LEARNING FOR ACCESS TO AND USE OF THE PLATFORM IN THE 12 MONTHS  
PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM AND (B) US\$100.

## INDEMNITY

**Indemnity.** Authorized User shall indemnify and save harmless, to the extent permitted  
by state statute, Ori Learning from and against any and all losses, damages, expenses  
or claims of any nature, whatsoever, Ori Learning may suffer or incur as a result of  
Authorized User's Content and/or any breach by Authorized User of any provision  
of these Terms of Service. This provision shall survive the termination of these Terms of  
Service for any reason. Ori Learning reserves the right, at its own expense, to assume  
the exclusive defense and control of any matter otherwise subject to indemnification  
by Authorized User (without limiting Authorized User's indemnification obligations  
with respect to that matter), and in that case, Authorized User agree to cooperate  
with our defense of those claims. Ori Learning reserves the right to assume the  
exclusive defense and control of any matter otherwise subject to indemnification by  
Authorized User (without limiting Authorized User's indemnification obligations) and in  
that case Authorized User agrees to cooperate in the defense of those claims.

**Infringement Indemnity.** Ori Learning shall indemnify, defend or, at its option, settle  
any claim or suit against Authorized User arising from a claim that the Platform  
infringes any patent, trademark, copyright or trade secret, and Ori Learning shall pay  
any final judgment entered against Authorized User in any such proceeding; provided  
Ori Learning has sole control of such defense and/or settlement, and Authorized User  
promptly notifies Ori Learning and provides Ori Learning with reasonable assistance. If  
any part of the Platform is, or becomes, the subject of any such proceeding (or is  
adjudicated to infringe), Ori Learning may, at its expense and option, do one of the  
following things: (i) procure for Authorized User the right to use the Platform; (ii)

The logo for Ori Learning, featuring a stylized 'O' with three horizontal bars inside it, followed by the text 'Ori Learning' in a sans-serif font.

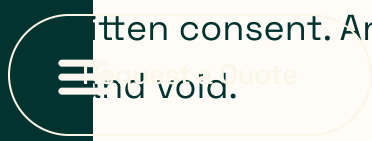
the Platform with other suitable software or programs; (iii) modify the ; to make it non-infringing; or (iv) if none of the foregoing are commercially reasonable, terminate these Terms of Service. Notwithstanding anything else herein to the contrary, Ori Learning shall have no obligations under this section with respect to any claim to the extent it is based upon the combination, operation or use of the Platform with software or hardware other than as specified by Ori Learning, if such infringement would have been avoided in the absence of such combination, operation or use. This infringement indemnity does not apply to any Third Party Products.

## GENERAL PROVISIONS

**Entire Agreement.** The Terms of Service contained herein comprise the entire agreement and understanding between Ori Learning and Authorized User and neither is bound by any representation or inducements not specifically set forth herein. These Terms of Service supersedes any prior representations, discussion, communications or presentations related to the Platform. All other agreements existing by and between the parties on or before the Effective Date are hereby deleted in their entirety. All Users recognize and agree that these Terms of Service apply to the Platform and not to other Ori Learning products and services.

**Severability, Modification and Waiver.** If any portion of these Terms of Service is held to be void, invalid or otherwise unenforceable, in whole or part, the remaining portions of these Terms of Service shall remain in effect. These Terms of Service may be modified or amended by Ori Learning at any time and shall be effective upon the earliest of Authorized User's receipt of notice or publishing of the updated Terms of Service. Disputes arising under these Terms of Service will be resolved in accordance with the version of these Terms of Service that were in effect at the time the dispute arose. A party's failure to exercise any rights herein shall not constitute or be deemed a waiver or forfeiture of such rights. If a party wishes to waive its rights hereunder, it must provide written notification of its rights to the other party.

**Assignment.** Except in the event of Ori Learning's merger or sale of substantially all of its assets or voting securities (or other similar transactions), neither these Terms of Service nor any of the rights or duties hereunder may be assigned or otherwise transferred by either party without the other party's prior written consent. Authorized User may not assign or transfer these Terms or Authorized User's rights under these Terms, in whole or in part, by operation of law or otherwise, without our



Written consent. Any act that is inconsistent with the terms of this section shall

End quote

**Notice.** All notices required hereunder will be in writing and will be deemed to have been given when delivered by overnight courier or by electronic transmission with confirmed receipt of delivery, and/or three (3) days after mailing by certified or Registered mail, postage prepaid, return receipt requested. All such communications to the Authorized User should be addressed to the address of the respective party set forth in the registration and if to Ori Learning to [legal@orilearning.com](mailto:legal@orilearning.com).

**Force Majeure.** Neither party shall be liable for failure to fulfill its obligations under these Terms of Service (other than a failure to pay money) if that failure is caused, directly or indirectly, by reasons beyond its reasonable control, including flood, fire, civil disorder, government actions, war, terrorism, pandemic, embargoes, labor disputes/strikes or other natural calamity or act of God.

**Governing Law.** These Terms of Service shall be governed by and construed in accordance with the laws of the state of Delaware, without reference to its choice of law rules.

**No Legal Relationship.** These Terms of Service and your use of the Platform, including the submission of Content, do not, and shall not be construed as creating any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between the parties hereto.

**No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any third-party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Arbitration.** The Authorized User agrees to submit any and all disputes arising out of or related to the use of the Platform to binding arbitration. To the maximum extent permitted by applicable law, the Authorized User and Ori Learning agree that any disputes arising out of or related to the use of the Platform will be resolved by binding arbitration pursuant to the Federal Arbitration Act. BY ACCEPTING THESE TERMS, USERS WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR

**Ready to bring Ori Learning to your school or district?**



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