

ORANGEQC TERMS OF USE

Last Updated: July 22, 2020

These Terms of Use (this “**Agreement**”), which is a legal agreement between you (together with your affiliates, partners, owners, employees, and agents, “**You**” or “**Your**”) and OrangeQC LLC, an Illinois limited liability company (“**OrangeQC**”, “**we**”, or “**our**”), shall govern Your use of and access to OrangeQC’s software platform (the “**Web Application**”), its publicly available websites (the “**Websites**”), and our mobile applications for the iOS and Android operating systems (the “**Mobile Applications**”; and, together with the Web Application and Websites, the “**Platform**”). By checking any acceptance boxes, clicking any acceptance buttons, submitting any bids or estimates or simply by making any use of the Platform, You (a) accept this Agreement and agree to be bound by each of its terms, and (b) represent and warrant to OrangeQC that (i) You have the authority to enter into this Agreement, (ii) this Agreement is binding and enforceable against You, (iii) to the extent an individual is accepting this Agreement on behalf of an entity, such individual has the right and authority to agree to all of the terms set forth herein on behalf of such entity, and (iv) You have read and understand OrangeQC’s Privacy Policy, the terms of which are posted at <http://www.orangeqc.com/privacy> and incorporated herein by reference (the “**Privacy Policy**”), and agree to abide by the Privacy Policy in its entirety. OrangeQC may amend this Agreement from time to time, each of which amendments shall be deemed to be effective two (2) days after posting the updated Agreement to the Platform. Your continued use of the Platform after we post such changes will constitute your acceptance of the revised Agreement to the extent permitted by law.

1. **Purpose.** The purpose (the “**Purpose**”) of this Agreement is to set forth the terms and conditions under which, among other things, OrangeQC will license to You use of the Platform for purposes of carrying out and/or managing certain janitorial and/or related inspections (the “**Services**”). The Purpose is further described within the Platform as it may be modified from time to time.

2. **License.** OrangeQC hereby grants You a non-transferable, non-exclusive, revocable, limited license to access and use the Platform during the Term (as defined below) solely for the Purpose and for the provision of Services. OrangeQC may, from time to time, update or modify the Platform or create new modules related thereto, each of which may, at OrangeQC’s discretion, be included within the license described above. You shall not be permitted to sublicense or transfer any of its rights hereunder including, without limitation, access to the Web Application or Mobile Applications.

3. **Certain Restrictions.** You shall not directly or indirectly copy or reproduce all or any part of the Platform, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization of any portion thereof. You shall use the Platform solely for its intended purposes and shall not use the Platform for the benefit of any third party except as specifically contemplated under this Agreement. You hereby agree that You will not use the Platform to post, transmit, convey, submit, distribute, store or destroy any information: (a) in violation of any applicable law, statute, ordinance or regulation; (b) in a manner that will infringe the intellectual property rights of any third parties; (c) that is defamatory, obscene or trade libelous; (d) that contains any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to (or can reasonably be anticipated to) damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (e) that is false, misleading or inaccurate in any way; or (f) in violation of any acceptable use policy or other policy posted at the Websites from time to time (including, without limitation, the Privacy Policy). You shall not violate or attempt to violate the security of the Platform. You shall not reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the Platform, including, without limitation, any of the software comprising or in any way making up a part of the Platform. You shall hold harmless, defend, and indemnify OrangeQC, at Your sole cost and expense, from and against any claims, damages,

liabilities and/or expenses arising out of Your breach of any of Your obligations or representations set forth in this Section 3.

4. Your Responsibilities. You shall be solely responsible for: (i) inputting into the Platform accurate, appropriate and responsive information in performing, managing and/or bidding on inspections and/or related services; (ii) continually updating any such information to the extent it becomes inaccurate at any time; (iii) maintaining all state and local licenses necessary to perform any services performed or to be performed by You; (iv) complying with all applicable laws, rules and regulations at all times (including, without limitation, all disclosure requirements and/or other regulations addressing the submission of bids); (v) maintaining strict confidentiality in respect of all non-public information learned through the Platform; and (vi) maintaining all passwords and access codes to the Platform, and refraining from sharing or otherwise permitting third parties to use any such passwords and/or access codes to access the Platform.

5. OrangeQC Rights. OrangeQC shall be entitled, at its sole discretion, to: (i) remove or cancel any information submitted by You to the Platform that OrangeQC deems to be offensive, illegal, inaccurate, contrary to any agreement or contract or inappropriate in any way, and OrangeQC shall not be liable to You or any other party on account of any such decision; (ii) review all information entered by You in connection with a bid or inspection for purposes, among other reasons, of ensuring such information complies with all applicable rules and policies; or (iii) suspend, restrict and/or terminate, without notice of any kind, Your access to the Platform or Your OrangeQC account for any reason. Notwithstanding the foregoing, OrangeQC shall not be required to review or monitor any data or information entered into the Platform or otherwise posted by You, and You shall be solely responsible for the veracity and accuracy of all such data and information.

6. Representations and Warranties. Each party represents and warrants that it has the authority to enter into this Agreement and perform the services required of it hereunder.

7. Fees.

(a) *OrangeQC Services Fee.* In consideration for licensing access to the Platform as set forth herein, OrangeQC currently charges, or may in the future charge, the fees published on the Platform from time to time (as such fees may be adjusted by OrangeQC from time to time, the "**Services Fee**"); provided, however, that OrangeQC shall be entitled to enter into separate written fee arrangements with You or any other licensee or customer at OrangeQC's discretion. Notwithstanding the foregoing, OrangeQC may at any time elect, in its sole discretion, to increase and/or modify such fees for this license and/or its services, and such modified fee structure shall be deemed to be effective and therefore binding on You thirty (30) days after notifying You in writing of such modified fee structure either via e-mail and/or through Your account within the Platform (it being understood that OrangeQC may, in its sole discretion, elect to maintain the current fee structure for You and/or any other licensee regardless of any such general fee increases). Any such modified fee structure will be binding on You regardless of whether or not You review such new fee structure within the Platform or within the body of the applicable e-mail.

(b) *Credit Cards and Payments.* OrangeQC accepts payment by various credit cards listed at the Websites or within the Web Application or Mobile Applications from time to time. You hereby authorize OrangeQC to charge any credit card provided or submitted by You to OrangeQC for the full amount of the charges owing by You to OrangeQC from time to time. You agree not to withhold from or offset against any amount owing to OrangeQC for any reason. You also agree to address any and all fee disputes and/or claims solely with OrangeQC and not to initiate, under any set of circumstances, charge refusals or charge-backs with credit card issuers, and You agree to indemnify OrangeQC for any expenses or damages OrangeQC may suffer on account the initiation by You of any such charge refusal

or charge-back. In addition to OrangeQC's other rights, OrangeQC reserves the right to cancel or suspend Your access to the Platform if You are delinquent in any payments owing to OrangeQC. You agree to pay, in connection with any past due balance, (i) a late payment charge of 1½ percent per month, but not in excess of the lawful maximum, and (ii) all costs incurred by OrangeQC in collecting such past due balance, including, without limitation, court and arbitration costs and attorney's fees.

8. Term and Termination. This Agreement shall continue in full force beginning on the date this Agreement is accepted or acknowledged by You and, unless otherwise separately agreed in writing, ending on the earlier of (i) the date either party provides written or electronic notice of termination to the other party or (ii) such specified date published in the Platform (the "**Term**"). Upon termination of this Agreement for any reason, You shall no longer be entitled to access or use the Platform. In addition to the foregoing, in the event that OrangeQC determines, in its sole and absolute discretion, that You have breached this Agreement, threatened to breach this Agreement, committed any fraud or deception, breached any OrangeQC policy in effect from time to time (including, without limitation, the Privacy Policy) or otherwise materially failed to perform to the standards required of OrangeQC (as such determination shall be made by OrangeQC acting reasonably), OrangeQC shall be entitled, at its discretion and in addition to any other remedies it may have hereunder and/or at law, to terminate, cancel or suspend Your access to the Platform, in each of the foregoing cases at any time and for any period of time. OrangeQC shall not be responsible for the return of any data or information of any kind to You upon any termination of this Agreement or suspension of Your access to Platform, including without limitation any information inputted into the Platform by You (provided, however, that You shall, so long as you are current on all fees then due and owing to OrangeQC at such time and not otherwise in breach of this Agreement, be entitled to attempt to download such data at a time and in a manner acceptable to OrangeQC). Sections 3- 6 and 8- 14 of this Agreement shall survive any termination of this Agreement.

9. Intellectual Property.

(a) *General Ownership.* All trademarks, patents, copyrights and other intellectual property rights owned by either party on the date hereof shall continue to be owned solely by such party, and except as set forth herein, nothing in this Agreement shall be deemed to confer any rights to any such intellectual property on the other party. For purposes of clarity: (i) as between You and OrangeQC, You shall be deemed to be the sole owner of Your name and all data or information entered into the Platform; and (ii) OrangeQC is the sole owner of the name "OrangeQC" as well as the Platform and all components comprising the same, including, but not limited to, all source code, object code, software, content (including, without limitation, user reviews posted at the Websites from time to time), copyrights, trademarks, patents and other intellectual property related thereto or included therein. Notwithstanding the foregoing, OrangeQC shall be entitled to use any and all data (x) for purposes of making the Platform and/or its services available to You, (y) for purposes of improving the Platform, and/or (z) on an aggregated basis not personally identifiable back to You (but in all events subject to the limitations and restrictions provided by the Privacy Policy). All suggestions, recommendations, bug-fixes, error-fixes or other communications from You to OrangeQC regarding the Platform shall, upon submission to OrangeQC, be owned solely and exclusively by OrangeQC. In addition, OrangeQC shall be entitled to post feedback at the Platform, both positive and negative, regarding any licensee. You acknowledge and agree that the applicable supplier(s) of any third party software included within the Platform shall own all worldwide rights, title and interest in and to such third party software (and any intellectual property rights therein), subject to such suppliers' license, if any, of such third party software to OrangeQC.

(b) *Use of Submitted Information.* In exchange for Your use of the Platform, You hereby grant to OrangeQC an unlimited, irrevocable, fully-paid, transferable, non-exclusive worldwide license to use, reproduce, modify, publish, edit, translate, distribute, perform and display any content, photographs or other materials You post to the Websites or otherwise submit to OrangeQC or through the Platform, alone or as part of other works in any form, media or technology whether now known or

hereafter developed, and to sublicense such rights through multiple tiers of sublicensees, in connection with OrangeQC performing the services described herein.

(c) *Copyright Infringement.* OrangeQC respects the intellectual property of others, and asks You and all users to do the same. Material available on or through other websites may be protected by copyright and the intellectual property laws of the United States and/or other countries, and the terms of use of those websites, and not this Agreement, govern Your use of that material. It is OrangeQC's policy, in appropriate circumstances and at its discretion, to disable and/or terminate the accounts of users who may infringe or repeatedly infringe the copyrights or other intellectual property rights of OrangeQC and/or others.

If a user believes that his, her or its intellectual property or work has been copied in a way that constitutes copyright infringement, or that such user's intellectual property rights have been otherwise violated, please provide OrangeQC's Agent for Notice with the following information in English ("**Notice**"):

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that is claimed to have been infringed;
3. a description of where the material that is claimed to have been infringed is located on the Platform;
4. The user's address, telephone number, and email address;
5. a statement by the user that such user has a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
6. a statement by the user, made under penalty of perjury, that the above information in the Notice is accurate and that such user is the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

In some circumstances, in order to notify the individual or entity who or which provided the allegedly infringing content to which OrangeQC has disabled access, OrangeQC may forward a copy of a valid Notice including name and email address to such individual or entity. OrangeQC's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By U.S. Mail or email

OrangeQC
19630 Governors Hwy Suite 2
Flossmoor, IL 60422
support@orangeqc.com

10. Confidentiality; Non-Solicitation. Each party agrees to treat as confidential all confidential information of the other party, not to use such confidential information for any purpose other than to the limited extent necessary to perform under this Agreement and not to disclose such confidential information to any third party except as may be reasonably required pursuant to this Agreement and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the generality of the foregoing, each of the parties shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of confidential information disclosed to it by the other party, provided, however, that in no event shall such

degree of care be less than reasonable in light of general industry practice. In addition, during the Term and for a period of two (2) years thereafter, You shall refrain from directly or indirectly soliciting, enticing, persuading or inducing any individual who is then, or has been within the two (2)-year period prior to the applicable date, an employee of OrangeQC to terminate employment with OrangeQC or to become employed by or enter into contractual relations with any other individual or entity.

11. Disclaimers.

(a) *No Warranties.* Except as explicitly set forth herein, neither OrangeQC nor any of OrangeQC's employees, affiliates, agents, suppliers, licensors nor the like, makes any warranties of any kind, either expressed or implied, including, without limitation, (a) warranties of merchantability or fitness for a particular purpose, (b) that the Platform (or any components thereof) will be error-free, (c) as to a minimum level of uptime for the Platform, or (d) as to the results that may be obtained by You by entering into this Agreement and/or using the Platform. You agree and acknowledge that the Platform is licensed and/or provided hereunder on an "as is" basis. In addition, You hereby agrees and acknowledge that: (i) OrangeQC shall not be responsible for any actions taken by any third party in connection with the Platform (including, without limitation, any third persons involved in the inspection or janitorial processes), and as such, all disputes with any such third person(s) shall be resolved directly with such third person(s); (ii) OrangeQC does not recommend or endorse any third parties hereunder, and makes no representations or warranties whatsoever regarding any such third party; (iii) You are solely responsible for evaluating and/or assessing any reports, data and/or bids generated by or within the Platform; (iv) OrangeQC is not responsible for any third party's compliance with applicable laws, rules or regulations; (v) bids and/or other information submitted by You may not, for any number of reasons, be delivered to and/or made available to the intended third party; (vi) OrangeQC's services are administrative in nature and OrangeQC is not a party to any transaction between You and any third party; and (vii) the Platform may not function properly or as intended at times. OrangeQC shall not be liable in any way for any services provided to any third person(s) through the Platform, or the performance of any service or any other actions taken by any third persons through the Platform. As such, You shall not name OrangeQC or any of its officers or equity holders as a party in any litigation or arbitration arising out any bid or other information submitted through the Platform.

(b) *Unavailability of Platform.* You are responsible, at Your sole cost and expense, for providing all equipment necessary to access the internet and the Platform. While it is OrangeQC's objective to make the Platform accessible at all times, the Platform may be unavailable from time to time for any reason including, without limitation, routine maintenance. In addition, various portions of the Platform may operate slowly from time to time. You understand and acknowledge that due to circumstances both within and outside of the control of OrangeQC, access to the Platform may be interrupted, suspended or terminated from time to time. In particular, and not in limitation of the foregoing, OrangeQC shall not be liable in any way for any delay in responding to an inquiry or question forwarded by You or the effects any delay or unavailability may have on You. YOU AGREE THAT ORANGEQC SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ANY SUCH INTERRUPTION, SUSPENSION OR TERMINATION OF THE PLATFORM AND THAT YOU SHALL PUT IN PLACE CONTINGENCY PLANS TO ACCOUNT FOR SUCH PERIODIC INTERRUPTIONS OR SUSPENSIONS OF THE PLATFORM.

(c) *Special COVID-19 Waiver.* In addition to the waivers contained in Sections 11(a) and 11(b) hereof, You expressly acknowledge and agree that OrangeQC shall, in no event, be liable to you for the (i) discovery or failure to discover COVID-19 by any third person in connection with OrangeQC's performance of any Services or its provision of the Platform; (ii) the transmission of COVID-19 by or among any persons in any location utilizing the Platform or at which Services have been utilized; and (iii) any injuries, loss of life, disease, property loss, damages, expenses, costs, claims, or

other losses (collectively, “Losses”) arising out of the foregoing. You acknowledge and agree that OrangeQC cannot prevent You from becoming exposed to, contracting, or spreading COVID-19 while utilizing OrangeQC’s Services or the Platform, and You hereby release and waive any right to bring any suits, claims, or actions against OrangeQC, its owners, officers, directors, managers, agents, and employees in connection with any Losses You may sustain in connection with the exposure, infection, and/or spread of COVID-19.

12. Limitation on Liability. ORANGEQC SHALL NOT, UNDER ANY SET OF CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNATIVE OR CONSEQUENTIAL LOSSES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE APPLICATION OR WEBSITE, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, ORANGEQC'S TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING HEREUNDER OR RELATED HERETO SHALL IN NO EVENT EXCEED THE ACTUAL AMOUNT OF MONEY YOU HAVE PAID ORANGEQC DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY CLAIM AGAINST ORANGEQC ARISING OUT OF THIS AGREEMENT.

13. Force Majeure. OrangeQC shall not be liable to You for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control.

14. General Platform Terms. The following terms and conditions govern general use of the Platform (and each component thereof):

(a) You agree to abide by all restrictions displayed on the Platforms, as and when they are updated from time to time, including, without limitation, the rules in this Section 14. OrangeQC reserves the right to remove any content You post to the Platform, block the sending of any inquiry or other content OrangeQC deems inappropriate in its sole discretion, and may terminate all access to the Platform at any time in its sole discretion for any or no reason. While OrangeQC reserves the right to monitor all postings and/or content posted at the Websites (or any other component of the Platform), it has no obligation to do so.

- i. *Permitted Uses.* You may use the Platform only in good faith for the purposes described herein. You may download and print out portions of the content from the Platform for non-commercial purposes provided that You follow the rules in this Agreement (it being understood that nothing herein shall preclude You from printing and/or downloading reports and/or data from within Your OrangeQC account).
- ii. *Distribution.* Except as expressly permitted under other provisions of this Agreement, You may not modify, reproduce, duplicate, copy, photocopy, print, republish, display, translate, transmit, distribute, sell, resell, rent, lease, loan, exploit, reduce to any electronic medium or machine-readable form, or otherwise make available in any form or by any means all or any portion of the Platform, the content or any information or materials retrieved from either of them, including, without limitation, graphics and logos, in whole or in part, for any purpose.
- iii. *Derivative Works.* You may not create compilations or derivative works of the Platform, the Platform content or any other materials from the Platform.
- iv. *Proprietary Notices.* You may not remove, change or obscure and You must retain on all copies of the content You download any copyright notice or other

proprietary notice, Privacy Policy, legal disclosures or terms of use contained in the content or on the Platform.

- v. *Infringement.* You may not use the Platform, the Platform content or any other materials from the Platform in any manner that may infringe upon any copyright or other intellectual property right, proprietary right, or property right of OrangeQC or any third party.
- vi. *Information Distribution.* You may not use the Platform or any communications service, chat room, message board, blog, forum, newsgroup, or other interactive service that may be available to You on or through the Platform to transmit, upload, post, distribute or facilitate distribution of, or otherwise make available any information or content, including text, communications, software, images, sounds, data or other information, that:
 - A. is false;
 - B. contains explicit or graphic descriptions or accounts of sexual acts, including, without limitation, sexual language of a violent or threatening nature directed at another individual or group of individuals;
 - C. You are restricted from using under contractual restrictions or fiduciary obligations, including, without limitation, inside information and proprietary and confidential information learned or disclosed under nondisclosure agreements;
 - D. You are restricted from using under any law;
 - E. infringes upon the intellectual property rights of any third party; or
 - F. contains software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage, or limit the functions of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any other party.
- vii. *Other Prohibited Uses.* You may not use the Platform for any purpose that:
 - A. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or otherwise violates OrangeQC's rules or policies;
 - B. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability, or any other classification protected by law;
 - C. invades any person's or entity's privacy or other rights;
 - D. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
 - E. misidentifies You or impersonates any person or entity, including, without limitation, any employee or representative of OrangeQC, or falsely states, implies, or otherwise misrepresents Your affiliation with a person or entity by, for example, pretending to be someone other than

You or pretending to represent a company or organization that You are not affiliated with or authorized to represent; or

- F. could otherwise reasonably be deemed or viewed to be unethical, illegal or offensive.
- viii. *Others' Personal Information.* You may not knowingly solicit or collect personal information from a child 16 years old or younger without appropriate prior verifiable parental consent.
- ix. *Harm to Minors.* You may not take any action on the Platform or use the Platform content to harm minors in any way.
- x. *Solicitation.* You may not use the Platform or any Platform content in a manner that violates any state or federal law regulating commercial e-mail, facsimile transmissions or telephone solicitations.

(b) The Platform and Platform content may contain or provide access to content provided by third parties, including, without limitation, information, dialogue, opinions, stories, advice, statistical data, text, software, music, sound, photographs, graphics, video, messages, and other materials, whether publicly or privately posted to or e-mailed or otherwise transmitted through the Platform (“**Third Party Content**”) that may include content You find to be offensive, indecent or objectionable. The third party from whom Third Party Content originates is solely responsible for it and OrangeQC assumes no responsibility to verify, has no control or influence over, makes no representations regarding, and does not guarantee the accuracy, integrity or quality of any Third Party Content. Accordingly, OrangeQC has no liability of any kind to You or any other person relating to any Third Party Content, including, without limitation, mistake, misstatement of law, omission, falsehood, defamation, obscenity, pornography, profanity, opinion, representation and any other content contained in the Third Party Content or for any loss or damage of any kind incurred as a result of the use of any Third Party Content. Statements of opinion and commentary in Third Party Content are those of the third party and, unless OrangeQC expressly states in writing to the contrary, OrangeQC neither endorses nor adopts as its belief any such statements. OrangeQC may provide information in articles OrangeQC posts or links to through the Platform only for educational and general informational purposes and not as professional advice. OrangeQC has made no attempt to verify any information contained in any such articles.

(c) As a convenience to You and other Platform visitors, the Platform may contain links to websites that are owned and operated by third parties that are not affiliated with OrangeQC. When You use these links, You will leave the Platform and OrangeQC will have no ability to protect Your interests. You visit linked websites at Your own risk and it is Your responsibility to take any protective measures to guard against viruses and other destructive elements. OrangeQC is not responsible for and, unless it expressly states otherwise in writing, makes no warranty or representation regarding and does not endorse any linked website or any service, product or information provided on or through the linked website.

15. Miscellaneous. Each party shall pay its own costs and expenses in connection with this Agreement and its activities hereunder. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Illinois, without reference to conflict of law principles, and all disputes arising hereunder or in connection with this Agreement shall be resolved in the appropriate Federal or state court located solely and exclusively in Cook County, Illinois. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. In the event of any litigation arising under this Agreement, each party shall pay its own respective attorney's fees. The relationship between the parties under this Agreement is that of independent contractors and

neither shall be, nor represent itself to be, the joint venture, franchiser, franchisee, partner, agent or representative of the other party for any purpose whatsoever. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, but shall not be assignable by You without OrangeQC's prior written consent. If any provision of this Agreement is held to be unenforceable or invalid for any reason, or if any governmental agency rules that any portion of this Agreement is illegal or contrary to public policy, the remaining provisions, to the extent feasible, will continue in full force and effect with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives.