



# SOFTWARE-AS-A-SERVICE (SaaS) SUBSCRIPTION AGREEMENT – ORBIT AI PREMIUM

---

*Effective Date: June 10th, 2025*

*Last Updated: June 10th, 2025*

This Software-as-a-Service Subscription Agreement (“Agreement”) is entered into by and between RoloNet, LLC., a Colorado corporation (“RoloNet,” “we,” “us,” or “our”) and the subscribing business entity (“Subscriber,” “you,” or “your”). By subscribing to the Orbit AI Premium platform, Subscriber agrees to be legally bound by the following terms and conditions.

## 1. Overview

Orbit AI Premium is a cloud-based SaaS offering developed and operated by RoloNet. It provides AI-driven networking tools, relationship intelligence, team collaboration features, business analytics, and productivity insights through an internet-accessible platform.

## 2. License Grant and Restrictions

### 2.1 Grant of License:

Subject to full compliance with this Agreement, RoloNet grants Subscriber a limited, non-exclusive, non-transferable right to access and use the Orbit AI Premium Platform for internal business purposes during the Subscription Term.



## 2.2 Restrictions:

Subscriber shall not:

- Reproduce, modify, or distribute the Platform.
- Rent, lease, or resell access to third parties.
- Use the Platform to create a competing product.

## 3. Subscription and Billing

### 3.1 Plan Options:

Subscriber may select a monthly or annual subscription plan for access to Orbit AI Premium, as offered on our pricing page at the time of subscription.

### 3.2 Payment Processor:

All subscription fees are processed via Stripe, RoloNet's secure third-party payment gateway. By subscribing, you agree to comply with Stripe's applicable terms of use and privacy policies.

### 3.3 Auto-Renewal:

Your subscription will automatically renew at the end of each billing period unless cancelled in advance. By maintaining a valid payment method on file, you authorize RoloNet to charge the applicable fees for each renewal period.



### 3.4 Cancellation:

You may cancel your subscription at any time through your Orbit AI account dashboard. Cancellation prevents future billing but does not result in refunds for prior billing periods.

### 3.5 Billing Issues:

If your payment method is declined or otherwise fails, RoloNet may suspend or restrict your access to the Orbit AI Premium SaaS platform. If unresolved after seven (7) days, your subscription may be terminated.

## 4. User Accounts and Verification

### 4.1 Account Structure:

The Subscriber's SaaS license includes the ability to provision multiple authorized users (e.g., employees or contractors) under a single organization account.

### 4.2 Email Verification and Company Code:

- Users may register using a business or personal email address.
- Users joining the Subscriber's company account through a Company Code must validate their affiliation by providing a verifiable company-issued email.
- Until verified:
  - Access to certain organization-level features will be restricted.



#### 4.3 Responsibility:

Subscriber is responsible for:

- Ensuring users complete verification in a timely manner.
- Managing and monitoring user activity associated with the company account.
- Requesting deactivation of users who are no longer affiliated with the organization.

#### 4.4 Post-Employment Access:

When users leave the organization, their accounts will be detached from the Subscriber's SaaS license. Their access may continue independently on a personal tier of the platform.

### **5. Company Data and AI Use**

#### 5.1 Data Ownership:

Subscriber retains full ownership of all data and content submitted, uploaded, or generated through its use of the Orbit AI Premium platform.

#### 5.2 Data Usage Authorization:

By using the service, Subscriber grants RoloNet a limited, non-exclusive, revocable license to:

- Process Subscriber data via AI technologies to generate insights, notifications, and automation features.



- Analyze metadata (e.g., timestamps, activity logs) to improve product performance and user experience.

### 5.3 Data Protection:

RoloNet will never sell Subscriber data to third parties. We utilize industry-standard security protocols and encrypted infrastructure to ensure secure data handling.

## 6. Acceptable Use Policy

Subscriber agrees not to:

- Use the platform to engage in any unlawful or unauthorized conduct.
- Reverse-engineer, decompile, or otherwise tamper with Orbit AI's source code or architecture.
- Share login credentials or sublicense access to third parties without written consent.

Violations may result in suspension or permanent termination of service access.

## 7. Confidentiality and Intellectual Property

### 7.1 Proprietary Rights:

All software, content, data structures, and UI components comprising the Orbit AI Premium platform are owned exclusively by RoloNet and protected by applicable intellectual property laws.



## 7.2 Restrictions:

Subscriber shall not reproduce, distribute, modify, or create derivative works based on the Orbit AI platform, content, or materials without express prior written authorization from RoloNet.

## 8. Termination

RoloNet may suspend or terminate Subscriber's access to the platform, with or without notice, under the following conditions:

- Material breach of this Agreement or violation of the Acceptable Use Policy.
- Non-payment or unresolved billing issues after seven (7) days.
- Use of the platform for illegal or harmful activity.
- Discontinuation of Orbit AI Premium (with a minimum of thirty [30] days' notice).

## 9. Limitation of Liability

### 9.1 No Guarantees:

Orbit AI Premium is provided on an "as is" and "as available" basis. RoloNet disclaims all warranties, including implied warranties of merchantability or fitness for a particular purpose.

### 9.2 Limitation:

To the maximum extent permitted under law:



- RoloNet is not liable for any indirect, incidental, or consequential damages.
- RoloNet's total cumulative liability under this Agreement will not exceed the total subscription fees paid by Subscriber in the twelve (12) months prior to the event giving rise to the claim.

## 10. Support

Business-tier Subscribers receive priority support via:

- Email: [support@rolonet.com](mailto:support@rolonet.com)

We strive to respond to all support inquiries within one (1) business day.

## 11. Modifications to Agreement

RoloNet reserves the right to update or modify this Agreement at any time. In the case of material changes, we will provide notice via email or the Orbit AI interface.

Continued use of the SaaS platform after the effective date of such changes constitutes acceptance of the modified terms.

## 12. Contact Information

Email: [support@rolonet.com](mailto:support@rolonet.com)

Mail: RoloNet, Inc. — PO Box 455 Brighton, CO 80601



### **13. Acknowledgement and Acceptance**

By clicking "Subscribe," "Agree," or completing payment through Stripe, Subscriber represents and warrants that:

- They have read and understood this Agreement.
- They have authority to bind the subscribing entity to these terms.
- They consent to all provisions contained herein.

### **14. Force Majeure**

Neither party shall be held liable for failure or delay in performance due to acts of government restrictions, natural disasters, cyberattacks, service outages, or other causes beyond its reasonable control.

### **15. Governing Law and Dispute Resolution**

This Agreement will be governed by the laws of the State of Colorado, without regard to its conflict of law provisions. Any disputes shall be resolved through arbitration or small claims proceedings in a court of competent jurisdiction located in Colorado.



## 16. Summary of Key Terms (For Reference Only)

- Platform: Orbit AI Premium
- Payment Processor: Stripe
- Subscription Options: Monthly or Annual
- Email Verification: Required if users join company plan with personal email
- Data Ownership: Subscriber retains ownership
- Cancellation: Anytime, no refund for past billing periods