

Products and Services Terms and Conditions of Use

aACE Software by Avant-Garde Information Solutions, Inc.
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Agreement

No Waiver and Modifications to Terms

These Terms and Conditions of Use may be periodically updated to reflect updates to Products and product offerings. aACE Software will post a notice on aACEsoft.com that points to these Terms and Conditions of Use to notify all of any substantive or material changes to the terms. Changes to the terms are effective thirty (30) days after they are posted on the website. The date on which the terms were last updated will be indicated at the top of these terms. Continued use of the Software, Platform or Services after the effective date of such change constitutes agreement to the modified terms. If Customer does not agree to a material change, Customer may terminate the affected Service by written notice before the change takes effect. Posted changes do not alter the terms of any signed License Agreement, Service Agreement, or Statement of Work.

These Terms and Conditions of Use may be amended as described above. Any waiver must be in writing and signed by the waiving party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Modifications to the Service and Prices

aACE Software reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, its Platform and suite of Services (or any part thereof) with 60 days' notice provided such changes do not materially reduce core functionality during an active Term. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms and Conditions of Use.

Prices of all Services, including but not limited to monthly subscription plan Fees to the Service, are subject to change upon 60 days' notice. Such notice may be provided at any time by posting the changes to aacesoft.com or the Service itself. Subject to the notice requirements above, aACE Software shall not be liable for any modification, price change, suspension or discontinuance of the Service.

Entire Agreement

Subject to the Order of Precedence below, these Terms and Conditions of Use, including all addenda, schedules and exhibits, shall constitute the complete Agreement between the parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein. Except for updates posted in accordance with "No Waiver and Modifications to Terms," no modification of these Terms will be effective unless contained in writing signed by an authorized representative of each party.

Order of Precedence

In the event of a conflict between documents, the following order shall apply:

1. License, or Service Subscription Agreement and Statements of Work
2. Amendments to Terms and Conditions of Use
3. Terms and Conditions of Use + Definitions (the Definitions control for all defined terms unless a higher-ranking document expressly states otherwise)

Term and Termination

Term and Termination of Software License

License Agreements will take effect on their Effective Date. License Agreements and each license granted hereunder, unless otherwise agreed, will remain in effect perpetually unless and until terminated by mutual Agreement of the parties or as set forth below.

Licensee may terminate its Agreement or any license at any time. aACE Software or its Licensor will have the right to terminate Agreements or a particular license if Licensee fails to perform any material obligation under this Agreement (including the obligation to pay amounts due hereunder) and fails to cure such nonperformance within thirty (30) days following written notice of such failure.

Except as otherwise provided herein, upon the Effective Date of any license termination, Licensee shall cease using the Software provided under such license, destroy all copies of the Software (including copies in storage media) and Documentation, and provide aACE Software or its Licensor with written confirmation thereof. This requirement applies to all copies in any form, partial or complete, and whether or not merged into other materials. Upon the Effective Date of any license termination, the Licensee relinquishes all rights temporarily granted under this Agreement with respect to the affected license(s).

Customer is responsible for exporting any content prior to the termination date. aACE will make Customer content available for export for 30 days following termination, after which aACE may delete such content without liability.

Term and Termination of Service

Service Agreements shall remain in effect for the duration of the Service Subscription Term and any renewals, unless earlier terminated in accordance with its terms.

Service Agreements will take effect on their Effective Date and continue until terminated as provided herein.

Cancellation of a Service may be initiated by an email with the subject line "Cancel aACE Service" to support@aacesoft.com with the desired cancellation date. The desired cancellation date must be at least 30 days from the date of your email in order to facilitate any exporting of data (see Data Retention and Deletion below).

Termination for Convenience (Month-to-Month): Either party may terminate an Agreement upon 30 days written notice. Customer will retain access to the Platform through the effective date of termination. No partial-month refunds are available upon Service termination

Renewal and Non-Renewal (Annual): Unless the applicable Agreement states otherwise, annual Subscription Terms renew automatically for successive one-year periods. Either party may prevent renewal by providing 60 days' written notice before the end of the current Subscription Term. No prorated refunds will be issued for any unused portion of a prepaid Subscription Term.

Termination for Cause: Either party may terminate immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within 30 days of receiving written notice of the breach.

Upon termination for any reason, Customer's access to the Platform will be deactivated, except for any

access aACE Software provides to export Customer Data during the 30-day period below. Customer is responsible for exporting any content prior to the termination date. aACE will make Customer content will be available for export for 30 days following termination, after which aACE may delete such content without liability.

Ownership

Copyright & Content Ownership

aACE Software uses Third-Party Providers to provide the necessary hardware, software, networking, storage, and related technology required to run aACE Services. Although aACE Software owns the code, databases, and all rights to aACE applications, the Licensee or Subscription Holder retains all rights to their data. aACE ERP software features tools for exporting most data. Any data not accessible using an existing tool may be provided to the customer as described in Data Retention and Deletion. Assistance beyond standard export tools will be billed at standard service hourly rates.

Intellectual Property

aACE retains all ownership and intellectual property rights in the Platform, including all underlying software, technology, and documentation. Customer retains all ownership of the content Customer creates or uploads within the Platform.

Customer grants aACE Software a limited, non-exclusive license to host and process Customer content solely as necessary to provide the services described in this Agreement.

aACE Software retains all intellectual property rights. All code written by aACE Software or added by other parties to any aACE file is considered Source Code and is subject to the aACE Software License Agreement. Source Code access, if granted, will be handled in a separate Source Code Access Agreement, which, in the event of any conflict, will supersede this Terms and Conditions of Use document. Access to Source Code may require FileMaker certification, aACE certification, training by aACE Software or other minimum access requirements subject to aACE Software's discretion. Certain proprietary aspects of aACE ERP software and related applications will never be accessible.

Indemnity

aACE Software Indemnification of Customer

aACE Software will defend and indemnify, and may settle, at its own expense, any action brought against Licensee or Subscription Holder based on a claim that the Software, Service, or Documentation or any part thereof, when used within the scope of these Terms and Conditions of Use, infringes a copyright or trade secret right of any third-party.

aACE Software will defend, indemnify, and hold harmless Licensee or Subscription Holder and its officers and directors from and against any and all claims arising out of aACE Software's material breach of its confidentiality obligations under these Terms and Conditions of Use, subject to the liability limitations herein.

aACE Software will have no liability for any claim of infringement based on: (a) use of a superseded or modified release of the Software, Service, or Documentation or portion thereof, if such infringement would have been avoided by the use of a current or unmodified release of the Software, Service, or Documentation; or (b) the combination, operation, or use of the Software or Documentation furnished under this Agreement with programs or data not furnished by aACE Software, if such infringement would have been avoided by the use of the Software, Service, or Documentation without such programs or data.

In the event use of the Software, Service, or Documentation becomes, or in aACE Software's reasonable opinion is likely to become, the subject of a claim of infringement as outlined above, aACE Software will, at its option and expense: (a) obtain the continuing right to use the Software, Service, or Documentation; or (b) modify the Software, Service, or Documentation or replace it with a functional equivalent so that it no longer infringes; or if neither (a) nor (b) is reasonably practicable, (c) terminate the license and refund the unamortized portion of the license Fees paid for the infringing Software prorated over a thirty-six (36) month period, or, for a Subscription, terminate the affected Subscription and refund any prepaid Fees for the remainder of the Subscription Term. This Article states aACE Software’s entire liability and Licensee’s exclusive remedy for infringement.

Customer Indemnification of aACE

Licensee or Subscription Holder will defend, indemnify, and/or settle, at its own expense, any claims, demands, liabilities, actions, suits or proceedings asserted or claimed against aACE Software, its officers, directors, employees, contractors, and Third-Party Providers by any third-party to the extent arising out of: (a) Licensee or Subscription Holder 's failure to review, verify, or correct AI Output prior to reliance; (b) any inaccurate, incomplete, or fraudulent data submitted by Licensee or Subscription Holder to the Service; (c) Licensee or Subscription Holder 's breach of this Agreement; (d) any third-party claim arising from Licensee or Subscription Holder 's use of AI Output or the Service in violation of applicable law or regulation; or (e) Customer Data, including any claim that Customer Data, or its processing as instructed by Customer, infringes a third party’s rights or violates applicable law.

Indemnification Procedure

The indemnified party will: (a) provide prompt written notice of the claim; (b) grant the indemnifying party sole control of the defense and settlement; and (c) provide reasonable cooperation. The indemnifying party will not settle any claim in a manner that imposes liability or obligation on the indemnified party without prior written consent.

Warranty and Disclaimer of Warranty

Software License Warranty

aACE Software represents and warrants that it has the right and authority to enter into and to grant the rights described herein. aACE Software warrants that, when delivered and thereafter for so long as Licensee maintains active Software Maintenance or a Subscription for such Software, the Software will operate substantially in accordance with the Documentation when operated on the specified hardware platform and operating system.

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. AACE SOFTWARE SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. aACE Software does not warrant that the Software will achieve any specific results, operate without interruption, or be error free.

aACE Software or its Licensor may provide Licensee with a preproduction release of Software (often labeled "beta release"). These releases are not suitable for production use. Such releases are provided on an "AS IS" basis; aACE Software does not warrant preproduction/beta releases.

Services Warranty

aACE Software does not warrant that (i) the service will meet the Licensee or Subscription Holder's specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by the Licensee or Subscription Holder through the service will meet the Licensee or Subscription Holder's expectations, and (v) any errors in the Service will be corrected.

The Platform is provided "as is" and "as available." aACE Software disclaims all warranties, whether express, implied, or statutory, including, without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from the course of dealing or usage of trade.

Disclaimer of AI Accuracy and Output Warranty

SOME SERVICES USE ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING THAT MAY PRODUCE INACCURATE, INCOMPLETE, OR ERRONEOUS OUTPUTS. aACE SOFTWARE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, OR FITNESS FOR PURPOSE OF ANY AI OUTPUT. THE LICENSEE OR SUBSCRIPTION HOLDER IS SOLELY RESPONSIBLE FOR REVIEWING, VERIFYING, AND APPROVING ALL AI ENABLED AND OTHER OUTPUTS BEFORE RELYING ON THEM FOR ACCOUNTING, FINANCIAL REPORTING, TAX, OR ANY OTHER BUSINESS PURPOSE. NO OUTPUT SHALL BE DEEMED ACCEPTED OR APPROVED BY THE LICENSEE OR SUBSCRIPTION HOLDER UNTIL THE LICENSEE OR SUBSCRIPTION HOLDER HAS REVIEWED AND CONFIRMED IT IN ACCORDANCE WITH THE LICENSEE OR SUBSCRIPTION HOLDER'S OWN INTERNAL CONTROLS.

Customer acknowledges that errors in AI enabled or other output may result from, among other things, poor document quality, unusual document formats, non-standard data, or data not previously encountered by the processing system. Customer agrees that it bears full responsibility for any business decision, financial posting, or payment made in reliance on outputs without adequate review.

Limitation of Liability

For any breach of the warranty described above, the Licensee or Subscription Holder's exclusive remedy and aACE Software's entire liability shall be limited to the correction or replacement, as soon as practicable, of any software, software part, media, or service which aACE Software determines to be the cause of an error.

AACE SOFTWARE AND ITS LICENSOR (S), IF ANY, SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS RESULTING FROM BUSINESS DISRUPTION, LOST PROFITS, LOST GOODWILL, LOST USE, LOSS OF DATA, COST OF SUBSTITUTE SERVICES, TRADING OR EXECUTIONS LOSSES, OR OTHER INTANGIBLE LOSSES), OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT OR TORT, EVEN IF AACE SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE LICENSEE OR SUBSCRIPTION HOLDER'S TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON THE SERVICE; (V) TERMINATION OF THE LICENSEE OR SUBSCRIPTION HOLDER'S ACCOUNT; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

Aggregate Liability Cap

aACE Software's total cumulative liability to Customer for any and all claims arising out of or related to this Agreement or the Service will not exceed the total Fees (actually received by aACE Software, net of any refunds or credits issued, and excluding Taxes, third-party pass-through charges, and amounts paid to or on behalf of any Third-Party Provider) paid by Customer to aACE in the three (3) calendar months immediately preceding the event giving rise to the claim. For Software licensed for a one-time Fee, the cap will instead be the Fees paid for the affected Software License and Software Maintenance in the twelve (12) months preceding the event giving rise to the claim.

Exclusions from Limitations

The exclusions and limitations in this Limitation of Liability section do not apply to (a) liability for fraud, gross negligence, or willful misconduct; (b) Customer's obligation to pay Fee; or (c) any liability that cannot be limited or excluded under applicable law.

Third-Party Provider Actions

Except as provided in "AI Provider and Data Flows," aACE Software's liability for any act or omission of a Third-Party Provider will be limited to the same aggregate cap set forth herein and aACE Software will have no liability for Third-Party Provider actions that fall outside the scope of aACE Software's contractual control over the Third-Party Provider, provided aACE Software has fulfilled its obligations.

Essential Basis

The parties acknowledge that the limitations in this section reflect a reasonable allocation of risk and are an essential element of the basis of the bargain between the parties. aACE Software would not enter into this Agreement without these limitations.

Governing Law/ Dispute Resolution

Governing Law; Jurisdiction.

All Subscription and License Agreements and these Terms and Conditions of Use shall be governed by and construed in accordance with the substantive laws of the State of New York, USA. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in the United States District Court for the Southern District of New York or in the Supreme Court in New York County, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided for the delivery of Notices below shall be deemed effective service of process on such party.

Optional Arbitration

Arbitration applies only if both parties elect it in a signed writing, either in the applicable Agreement or after a dispute arises. For any dispute so elected, the following paragraph applies in place of the court jurisdiction provisions above.

Any elected controversy or claim shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) is binding. The number of arbitrators shall be one. The place of arbitration shall be New York City in the United States. The language of the arbitration shall be English. The cost of arbitration will be paid by the losing party. Travel costs, accommodation costs, and additional legal costs will be paid by the party that incurred them.

Delivery of Notices

Any notices (including address change notices) will be in writing delivered by email with confirmation of receipt, by first class mail (return receipt requested), or by prepaid express courier and are effective upon receipt.

All notices must be in writing and delivered to the addresses specified in the applicable Agreement or, if none, to Customer's account contact email on file and to aACE Software at 10400 W Overland Rd #425, Boise, ID 83709 info@aacesoft.com. Notice of updates to these Terms may be given as described in "No Waiver and Modifications to Terms."

Duplicate Originals/PDFs

All Service, Subscription, and License Agreements may be executed in any number of counterparts, each of whom shall be an original and all of which shall constitute together but one and the same document. Any signature delivered by facsimile, including .pdf format, shall be binding as if an original signature.

General Conditions

Each individual user must be at least 18 years old and authorized to act on behalf of Customer.

Licensee or Subscription Holder must provide full legal name (or, for an entity, its legal entity name), a valid email address, and any other information requested in order to complete the signup process.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any aACE Software customer, employee, member, or officer may result in immediate suspension or termination of the account.

Prohibited Use

It is prohibited to use the Service for any illegal or unauthorized purpose. It is prohibited to, in the use of the Service, violate any laws in the users' jurisdictions (including but not limited to copyright laws).

It is prohibited to modify, adapt, or hack the Service or modify another website so as to falsely imply that it is associated with the Service, aACE Software, or any other aACE service.

It is prohibited to reproduce, duplicate, copy, sell, resell, sublicense, or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by aACE Software. Exporting Customer Data using the tools provided is permitted.

It is prohibited to transmit unsolicited email, SMSes, or "spam" messages.

It is prohibited to transmit any worms or viruses or any code of a destructive nature.

aACE Software may, but has no obligation to, remove content and Accounts containing content that are determined, in our sole discretion, unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions of Use.

A material violation of these Terms and Conditions of Use may result in suspension under "Suspension Rights" or termination under "Termination for Cause."

Attempts to gain unauthorized access to any systems, data, or accounts associated with the Software, Platform and Service are prohibited.

It is prohibited to use the Platform in any manner that could damage, disable, overburden, or impair its operation.

It is prohibited to reverse engineer, decompile, or disassemble the Software or Platform, or to access them in order to build a competing product, except to the extent applicable law prohibits this restriction.

Severability

In the event any provision of these Terms and Conditions of Use is found invalid or unenforceable, it will be enforced to the extent permissible and the remainder of these Terms and Conditions of Use will remain in full force and effect.

Force Majeure

Neither party shall be liable for any failure or delay in performance (other than payment obligations)

due to causes beyond its reasonable control, including, without limitation, acts of God, acts of government, labor disputes, internet service failures, or cyberattacks not caused by such party's failure to maintain the security measures required by these Terms.

Performance obligations shall be suspended during the duration of such event. If such event continues for more than thirty (30) days, either party may terminate Agreement(s) upon written notice.

Assignment

The rights and obligations of each party under these Terms and Conditions of Use are not assignable by either party without the prior written consent of the other party and any attempt to assign them without that consent will be void. Notwithstanding the foregoing, aACE Software may assign, upon written notice to the other, both the rights and obligations of this Agreement to the surviving corporation in any merger to which it is a party or to any party that acquires all or substantially all of its capital stock (i.e. capital stock, membership interests or other form of equity interests, as applicable) or assets.

Audit and Compliance

Customer is solely responsible for ensuring that its use of the Software, Platform and Service complies with all applicable laws and regulations, including data protection and industry-specific requirements.

Upon reasonable written request, aACE Software shall provide available documentation describing its security practices. Any additional audit rights, compliance requirements, or certifications shall be subject to mutual agreement and may require additional Fees.

Suspension Rights

aACE may suspend Customer's access to the Software, Platform and Service immediately upon notice if:
(a) Customer's use poses a security risk to the Software, Platform and Service or other users;
(b) Customer is in breach of the Agreement or these Terms and Conditions of Use;
(c) suspension is required by law or governmental authority; or
(d) such suspension is necessary to prevent material harm.

aACE Software shall use reasonable efforts to restore access promptly once the issue is resolved.

Survival

The following provisions shall survive termination or expiration of any Agreement:
payment obligations, confidentiality (for the periods stated in the Confidentiality section), data retention and deletion, intellectual property rights, indemnification, limitation of liability, dispute resolution, and any provisions that by their nature should survive.

Taxes

Fees are exclusive of taxes. Customer is responsible for all Taxes, and aACE Software shall separately state Taxes on its invoices unless Customer timely provides a valid exemption certificate or other documentation reasonably acceptable to aACE Software. If aACE Software is required to collect any Taxes for which Customer is responsible, Customer shall pay such Taxes to aACE Software upon invoice. If applicable law requires Customer to withhold any amount from a payment to aACE Software, Customer shall gross up the payment so that aACE Software receives the full amount it would have received absent such withholding.

Payment Terms

Unless the applicable Agreement states otherwise, Fees are invoiced in advance and due within thirty (30) days of the invoice date. Overdue amounts may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. If any undisputed amount is more than thirty (30) days overdue, aACE Software may suspend the Service upon ten (10) days' written notice.

Non-Solicitation

During the term of any Agreement and for a period of one year thereafter, Licensee or Subscription Holder agrees that it will not hire or attempt to hire, on behalf of Licensee or Subscription Holder or any other organization, any employee of aACE Software, unless Licensee or Subscription Holder has first obtained aACE Software's written consent. This restriction does not apply to general solicitations not targeted at aACE Software employees (such as public job postings).

Non-Competition

The relationship between the parties described herein will involve disclosure of trade secrets, customer information, marketing information and otherwise sensitive information. Neither party will use any information disclosed either directly or indirectly as a result of any Agreement or these Terms and Conditions of Use to compete in business against any other party to this Agreement.

Headings

The section headings are provided merely for convenience and must not be given any legal import. For purposes of the disclaimers, limitations of liability, and indemnities in favor of aACE Software, references to aACE Software include its Affiliates, officers, directors, employees, agents, suppliers, and licensors.

No Third-Party Beneficiary

These Terms do not create any third-party beneficiary rights to any person who is not a party, except that the persons protected by the Indemnity and Limitation of Liability sections may rely on those protections.

Disclosure of Third-Party Processing

aACE Software uses Third-Party Providers to provide the necessary hosting, platforms, hardware, software, networking, artificial intelligence and related technology required to run certain services.

AI Provider and Data Flows

Certain services involve the transmission of Customer Data to one or more AI Providers for automated processing. aACE Software represents that it has in place with each AI Provider a binding confidentiality and data processing agreement that prohibits the AI Provider from using Customer Data for any purpose other than performing the processing services and requires commercially reasonable security measures.

aACE Software will not use Customer Data to train, fine-tune, benchmark, or otherwise improve any AI model. This restriction also applies to Aggregated Data used to train or fine-tune generative AI models.

Customer-Engaged AI Services. AI tools, models, or services that Customer subscribes to directly under its own agreement with the vendor and connects to the Software, Platform, or Service (for example, through a connector hosted by aACE Software) are Third-Party Software selected by Customer, not AI Providers. The vendor's agreement with Customer governs how such services process Customer Data, and aACE Software is not responsible for those services. The "Disclaimer of AI Accuracy and Output Warranty" and Customer's review obligations apply to output generated using such services.

aACE Software Responsibility

aACE Software remains responsible to Customer for its AI Provider's handling of Customer Data to the same extent aACE Software would be responsible for its own acts or omissions under any Agreement, subject to the limitations of liability in these Terms. aACE Software will promptly notify Customer of any confirmed or suspected Breach by an AI Provider involving Customer Data.

No Onward Transfer

Neither aACE Software nor any Third-Party Provider will sell, license, or otherwise transfer Customer Data to any other third-party for commercial or analytical purposes.

Data Privacy and Security

aACE Software collects account and contact Personal Information that Customer's users provide to access aACE services (such as names, email addresses, and login details) and uses it to administer accounts, respond to requests, provide support, and communicate about the Products. Personal Information contained in Customer Data is used only as described in "Data Use." Personal Information is not sold to other organizations for commercial purposes and is not shared with other organizations except to provide requested products or services when Customer's permission is granted or under the following circumstances:

It is necessary to share Personal Information to help investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of these Terms and Conditions of Use or as otherwise required by law.

aACE Software may transfer information about users if aACE Software is acquired by or merged with another company, in which case aACE Software will notify Customer before such information is transferred and becomes subject to a different privacy policy.

Customer is responsible for ensuring that any personal or sensitive data uploaded to the Software, Platform and Service is handled in accordance with applicable privacy laws and regulations.

Data Processing Addendum. Where Customer Data includes personal data subject to the UK GDPR, the EU GDPR, or similar data protection laws, aACE Software will process that data as Customer's processor under aACE Software's Data Processing Addendum, which aACE Software will execute upon Customer's request and which forms part of the Agreement. The Data Processing Addendum will address processing instructions, sub-processors, international transfers, assistance with data subject requests, breach notification, and deletion or return of data.

Providing information via the Internet is never 100% secure or error-free. However, aACE Software takes reasonable steps to protect your Personal Information from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. Technical processing and transmission of services, including Customer Data, will be encrypted in transit as described in "Security Measures" but may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

aACE will not sell Customer data or use it for any purpose other than as permitted in "Data Use."

Data Security

Security Measures

aACE Software will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, disclosure, alteration, or destruction. Such measures will include, at minimum, encryption of Customer Data in transit, access controls limiting data access to authorized personnel, and periodic security assessments.

Incident Notification

In the event of a Breach involving Customer Data, aACE Software will notify Customer in writing without undue delay, and in any event within forty-eight (48) hours after becoming aware of the Breach, and will provide the information reasonably available to it to help Customer meet its own notification obligations. aACE Software will reasonably cooperate with Customer in investigating and remediating the Breach.

Confidentiality

By virtue of these Terms and Conditions of Use, either party may have access to the other party's information that is confidential ("Confidential Information"). Each party agrees to hold the other party's Confidential Information in confidence during the term of any Agreement and for a period of three years after termination; provided that obligations for Source Code and trade secrets continue for as long as they remain trade secrets under applicable law, and obligations for Customer Data continue until it is returned or deleted. Each party further agrees that, unless required by law, it will not make the other party's Confidential Information available in any form to any third-party or use such Confidential Information for any purpose other than the implementation of an Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

Obligations

The Receiving Party shall:
(a) use Confidential Information solely to perform its obligations under the Agreement;
(b) protect such information using reasonable care, but no less than the care it uses to protect its own confidential information of similar nature; and
(c) not disclose such information to any third-party, except to its employees, contractors, advisors, and Third-Party Providers who need to know it to perform or receive the Service and who are bound by confidentiality obligations at least as protective as these; and
(d) not otherwise disclose such information without the Disclosing Party's prior written consent.

Customer represents and warrants that:
(a) it has all necessary rights and authority to submit Customer Data to the Software, Platform and Service;
(b) Customer Data does not include sensitive personal data of individuals (such as social security numbers, health information, or payment card data) except as required for features of the Software designed to process such data, or unless Customer has notified aACE Software in writing and the parties have executed a separate data processing addendum addressing such data;
(c) Customer will maintain adequate internal controls to review AI enabled and other Output before posting to its financial systems

Injunction Relief

The Receiving Party agrees that its confidentiality obligations are necessary and reasonable in order to protect the Disclosing Party and its business, and agrees that monetary damages would be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of its confidentiality covenants and agreements set forth herein. Accordingly, Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of these confidentiality obligations or the continuation of any such breach by the Receiving Party, without the necessity of proving actual damages or the posting of a bond.

Exclusions

Confidential Information does not include information that:
(i) is or becomes publicly available without breach of this Agreement;
(ii) was known to the Receiving Party prior to disclosure;
(iii) is independently developed without use of Confidential Information; or
(iv) is lawfully received from a third-party without restriction.

Compelled Disclosure

The Receiving Party may disclose Confidential Information if required by law, provided it gives prompt notice (to the extent legally permitted) and reasonably cooperates in seeking confidential treatment.

The obligations in this Section shall survive for three (3) years following termination of the Agreement, subject to the longer periods stated above for Source Code, trade secrets, and Customer Data.

Account Security

The Licensee or Subscription Holder is responsible for maintaining the security of their accounts and passwords. aACE Software cannot and will not be liable for any loss or damage from failure to comply with this security obligation.

Data Use

aACE Software will use Customer Data solely to:
(a) provide the Software, Platform and Service; and
(b) improve the Software, Platform and Service functionality in the form of Aggregated Data.

Notwithstanding the foregoing, aACE Software may use Aggregated Data for any lawful business purpose.

Data Retention and Deletion

Retention Period

The Licensee or Subscription Holder may export Customer Data during the Subscription Term. aACE Software will retain Customer Data only for as long as necessary to perform the Service and as required by applicable law or regulation. Upon written request made prior to termination or within thirty (30) days thereafter, aACE Software will provide Customer Data in a commonly used electronic format.

Reasonable assistance beyond standard functionality may be subject to additional Fees.

Deletion

No earlier than thirty (30) days and no later than ninety (90) days after termination or expiration of the Service, aACE Software will securely delete or destroy all Customer Data in its possession (and will direct Third-Party Providers to do the same, if applicable) except to the extent retention is required by law. Upon Customer's written request, aACE Software agrees to securely delete or destroy all Customer Data in its possession (and will direct Third-Party Providers to do the same, if applicable), except to the extent retention is required by law. aACE Software agrees to confirm deletion in writing upon Customer's request. Customer Data in backups will be deleted in the ordinary course of backup rotation and will remain subject to the Confidentiality section until deleted.

Service Levels and Support

Completion of Work

Any work that has been inspected by the customer and has received either written or verbal approval by the customer will be deemed as an authorized Sign Off on completion of work by the customer and authorization for aACE Software to initiate subsequent work that is dependent on completion of that previous work. The customer agrees to pay for work that has received a Sign Off. If no payment terms have been specifically agreed to, the customer agrees to pay aACE Software then current Standard Service rate for hours worked by aACE Software.

Availability

aACE Software will use commercially reasonable efforts to make Software, Platforms and Services available at least 99.5% of the time, measured monthly, excluding Scheduled Maintenance and any downtime permitted under Force Majeure.

Scheduled Maintenance

aACE Software may perform Scheduled Maintenance with reasonable advance notice and will, where practicable, schedule such maintenance during off-peak hours.

Support

aACE Software will provide standard support during normal business hours (Monday–Friday, excluding holidays).

Response targets are: Critical issues: response within 1 business day, Non-critical issues: response within 2 business days

Definitions

(Revised — October 2026)

These Definitions are incorporated into and made part of the Products & Services Terms and Conditions of Use published by aACE Software at aACEsoft.com (the "Master Terms") and any Statement of Work or Agreement entered into between aACE Software (or its Licensor) and the Customer (collectively, the "Agreement"). Capitalized terms used in the Agreement that are not defined herein shall have the meaning given to them in the Master Terms or the applicable Statement of Work. References to "including" and "include" are without limitation.

Interpretation. References to a party include its permitted successors and assigns. The singular includes the plural and vice versa. References to a statute, regulation, or contract include any amendment, supplement, or replacement thereof.

"Account" means the Customer-specific instance of the Software, Platform or Service and related credentials used to access the Service.

"Affiliate" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means ownership of more than fifty percent (50%) of the voting equity or the power to direct the management and policies of such entity.

"Aggregated Data" means anonymized, de-identified data derived from Customer Data that has been aggregated and processed so that it cannot reasonably be used, alone or in combination with other information, to identify Customer or any individual. aACE Software may use Aggregated Data for any lawful business purpose, subject to the Master Terms.

"Agreement" means, collectively, (a) the Master Terms, (b) these Definitions, (c) any Order Form, License Agreement, Subscription Agreement, Implementation Agreement, Service Agreement, Statement of Work, or other written agreement signed by aACE Software (or its Licensor) and the Licensee or Subscription Holder, and (d) all addenda, amendments, schedules, and exhibits thereto. In the event of any conflict, the order of precedence set forth in the Master Terms shall control.

"AI Output" (also referred to as "AI-Enabled Output") means any result, suggestion, classification, extracted value, posting, recommendation, or other output generated, in whole or in part, by automated processing of Customer Data, whether produced directly by aACE Software systems, through an AI Provider, or through a Customer-engaged AI service connected to the Software, Platform, or Service. AI Output is not warranted for accuracy and is subject to Customer review as set forth in the Master Terms.

"AI Provider" means any third-party engaged by aACE Software to provide artificial intelligence, machine learning, optical character recognition, or related automated data extraction or processing services as part of the Service. aACE Software maintains a binding confidentiality and data processing agreement with each AI Provider as described in the Master Terms. AI Provider does not include any Customer-engaged AI service described in the Master Terms.

"Breach" means any confirmed or reasonably suspected unauthorized access to, acquisition of, disclosure of, alteration of, loss of, or use of Confidential Information or Customer Data in violation of the Agreement or applicable law.

"Confidential Information" means all non-public information disclosed by one party (the "Disclosing

Party") to the other party (the "Receiving Party"), in any form, that is designated as confidential at the time of disclosure or that, given the nature of the information and the circumstances of disclosure, the Receiving Party should reasonably understand to be confidential. Confidential Information includes, without limitation, Customer Data, the Software, Documentation, Source Code, business methods and plans, customer and supplier identities, vendor invoices and purchase order data, financial and pricing information, methodologies, and the results of any evaluation or testing of the Software or any pre-production release. Confidential Information does not include information falling within the exclusions set forth in the "Confidentiality" section of the Master Terms.

"Customer" means the entity or individual identified as the customer, licensee, or subscription holder on the applicable Order Form, License Agreement, Subscription Agreement, or other Agreement signed with aACE Software. "Customer", "Licensee", and "Subscription Holder" are used interchangeably in the Agreement except where the context expressly indicates otherwise.

"Customer Data" means all electronic data, documents, files, and other content submitted to, uploaded into, transmitted through, or processed by the Service by or on behalf of Customer, including without limitation business, transactional, financial, and contact records, documents, and related supporting materials. Customer Data does not include Aggregated Data, system-generated metadata, server logs, telemetry, or usage statistics, except that any personal data contained in them will be treated as Confidential Information and handled in accordance with applicable data protection law.

"Disclosing Party" means, with respect to any item of Confidential Information, the party that discloses such Confidential Information to the other party, whether directly or through its Affiliates, employees, contractors, or agents.

"Documentation" means the user guides, technical specifications, online help, training materials, and other reference materials, in printed or machine-readable form, that aACE Software generally makes available to its customers in connection with the Software, Platform, or Service, including materials posted to aACE Software's online support forum. Documentation may be updated from time to time and, except where expressly stated, does not constitute a binding commitment regarding features or functionality. References to the "Software" in the Agreement include the Documentation unless the context otherwise requires.

"Effective Date" means, with respect to any Agreement, the date specified as such on the applicable Order Form or signature page or, if no such date is specified, the date of the last signature of the parties to that Agreement.

"Fees" means all amounts payable by Customer to aACE Software for the Software, Platform, Services, Software Maintenance, professional services, or other deliverables provided under the Agreement, as set forth in the applicable Order Forms, Agreements, or Statements of Work, together with any usage-based, overage, or other variable charges accrued in accordance with the Agreement(s) Order Forms, or Statements of Work. Fees are stated in U.S. dollars and are exclusive of Taxes.

"Implementation Agreement" means a written agreement between aACE Software (or its Licensor) and Customer that describes the specific Software, Services, deliverables, professional services, and fees relating to the implementation, configuration, or deployment of the Software or Service for Customer.

"License" means the limited, non-exclusive, non-transferable right granted to Licensee to use the Software and Documentation, solely in accordance with, and subject to, the scope, restrictions, term,

and other terms set forth in the applicable License Agreement and the Master Terms.

"License Agreement" means a written agreement between aACE Software (or its Licensor) and Licensee setting forth the specific Software licensed, the scope of the License, applicable fees, and any related terms, and incorporating the Master Terms and these Definitions by reference.

"Licensee" means the entity or individual identified as the licensee on the applicable License Agreement or Order Form. The term "Licensee" is used interchangeably with "Customer" and "Subscription Holder" in the Agreement except where the context expressly indicates otherwise.

"Licensor" means aACE Software or any third-party that owns or has the right to license to aACE Software the Software, Third-party Software, or other intellectual property licensed to Customer under the Agreement, and through which aACE Software grants the License to Licensee.

"Other Output" means any result, report, posting, calculation, export, or other output generated by the Software, Platform, or Service that does not constitute AI Output. Other Output is provided subject to the Customer's obligation to review and verify outputs prior to reliance, as set forth in the Master Terms.

"Personal Information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and that is provided by Customer or a user in connection with the Software, Platform, or Service.

"Platform" means aACE Software's software-as-a-service platform, including its hosted applications, user interfaces, application programming interfaces (APIs), and Updates that are generally made available to similarly situated customers. The Platform does not include beta, alpha, or other pre-production releases, third-party integrations not provided by aACE Software, or features that are not generally made available.

"Products" means, collectively, the Software, the Platform, the Documentation, the Services, and any related deliverables provided by aACE Software to Customer under the Agreement.

"Receiving Party" means, with respect to any item of Confidential Information, the party that receives such Confidential Information from the Disclosing Party, whether directly or through the Receiving Party's Affiliates, employees, contractors, or agents.

"Scheduled Maintenance" means planned maintenance, updates, or modifications to the Platform or Service performed by aACE Software with reasonable advance notice and, where practicable, scheduled during off-peak hours. Scheduled Maintenance is excluded from the availability commitments set forth in the Master Terms.

"Service" (or "Services") means access to and use of the Platform, together with any additional services that are expressly identified in an Order Form, Statement of Work, or other Agreement. Unless expressly stated, the Service does not include implementation, custom development, training, data migration, or other professional services.

"Service Agreement" means a written agreement between aACE Software and Customer that governs Customer's subscription to and use of a Platform, Software and/or Service, including any related Order Form, and incorporates the Master Terms and these Definitions by reference. References in the Agreement to "Subscription Agreement" shall have the same meaning as Service Agreement.

"Software" means the computer software described in the applicable License Agreement, Implementation Agreement, or Order Form, together with all Updates provided to Licensee under the Agreement, and the related Documentation. Unless the context requires otherwise, references to the "Software" include the Documentation.

"Software Maintenance" means the software maintenance and support services described in the applicable Agreement, or Statement of Work, which generally include the provision of Updates and standard technical support during aACE Software's normal business hours.

"Source Code" means the human-readable form of the Software, including all code, scripts, schemas, and configuration written by aACE Software or added by other parties to any aACE Software file. Source Code is the exclusive property of aACE Software (or its Licensor) and is governed by the aACE Software License Agreement and, if applicable, a separate Source Code Access Agreement, which shall control in the event of any conflict with the Master Terms.

"Statement of Work" means a written ordering document (in electronic or paper form) signed or otherwise accepted by aACE Software and Customer that identifies the Software, Platform, or Services ordered, the applicable fees, the Subscription Term (if any), and any other commercial terms specific to the order. A Statement of Work is governed by, and incorporates by reference, the Master Terms and these Definitions. The term "Statement of Work" is used interchangeably with "Order Form" except where the context expressly indicates otherwise.

"Subscription" means Customer's right, granted under a Service Agreement or Order Form, to access and use the Platform and Services during the Subscription Term in exchange for the applicable fees, subject to the Master Terms.

"Subscription Holder" means the entity or individual identified as the subscriber or subscription holder on the applicable Service Agreement, Subscription Agreement, or Order Form. The term "Subscription Holder" is used interchangeably with "Customer" and "Licensee" in the Agreement except where the context expressly indicates otherwise.

"Subscription Term" means the period of access to the Platform and Services specified in a Statement of Work or Agreement, including any renewal periods, beginning on the Effective Date and continuing until terminated in accordance with the Agreement.

"Tax(s)" means any and all sales, use, value-added, goods and services, consumption, excise, gross receipts, business and occupation, withholding, digital services, communications, transfer, stamp, and other similar taxes, levies, duties, fees, tariffs, surcharges, and assessments, together with any related interest, penalties, and additions thereto, imposed by any federal, state, local, or non-U.S. taxing authority on the sale, license, delivery, or use of the Software, Platform, Services, or other items provided under the Agreement, or on the Fees payable hereunder. Taxes do not include any taxes imposed on or measured by aACE Software's net income, gross income, franchise, capital, net worth, employment, real or personal property, or similar taxes imposed on aACE Software's business or assets.

"Third-Party Provider" means any third-party (including any AI Provider, hosting provider, infrastructure provider, payment processor, or other vendor) engaged by aACE Software to provide hardware, software, networking, storage, processing, or related services used to deliver the Software, Platform, or Service.

"Third-Party Software" means software, libraries, code, or services owned by a third-party and made available to Customer through, or used in connection with, the Software, Platform, or Service. Customer acknowledges that aACE Software and its Licensors do not own third-party Software, and that third-party Software is licensed to Customer solely on the terms of the applicable third-party license, which shall control over the Master Terms with respect to such Third-party Software.

"Updates" means maintenance releases, error corrections, improvements, and enhancements to the Software, Platform, or Documentation that aACE Software (or its Licensor) generally makes available to customers receiving Software Maintenance or an active Subscription. Updates do not include custom reports, custom development, or versions of the Software developed for other operating environments, releases, improvements, or enhancements that are not provided under the terms of Software Maintenance or the applicable Subscription.