TRADEWEAVE

Terms and Conditions

Standard Business Contract
Version TW-SBC-2026-09-24 · Effective September 24, 2026

PROVIDED BY
TradeWeave Inc.

READ ONLINE
tradeweave.io/terms/2026-09-24

YOU KNOW YOUR TRADE.
WE'LL WEAVE THE REST.

READING GUIDE · NOT CONTRACT LANGUAGE

How this agreement works

This page is a plain-language guide to help you find your way. It is not part of the contract and does not change it. The contract text starts on the next page, and your proposal states which parts apply to your order.

PART 1

TradeWeave Master Terms of Service

TW-MASTER-2026-09-24

The general terms for every order: how an order is formed, fees and billing, cancellation, ownership, confidentiality, warranties, liability, and how disputes are handled.

Applies to every order that names this version.

PART 2

TradeWeave Standard Service and Licensing Addenda

TW-SERVICE-2026-09-24

Service terms for specific kinds of work. Each addendum applies only when your order includes that kind of service.

- A **Consulting and implementation.** Consulting and professional services: advice, audits, configuration, training, migration, and managed services.
- B **Custom software design and development.** Custom software and design: discovery, product design, prototypes, coding, integrations, and maintenance.
- C **Hosted software and white label licensing.** Licensed hosted access, such as an app or a CRM workspace TradeWeave provides.
- D **Connected platforms and authorized data.** Connected systems, such as ServiceTitan, and how their data may be accessed and used.
- E **Optional capabilities.** Optional features, only when selected: E.1 outside users, portals and branded apps; E.2 AI and automation; E.3 messaging, telephony and recording; E.4 location and workforce tools; E.5 customer payment acceptance. E.6 explains that turning a feature on is not blanket consent.
- F **Authorized downstream software resale.** Authorized resale, only when an order expressly appoints you as a reseller.

Your proposal states which addenda apply.

PART 3

Data Processing and Security Addendum

TW-DPA-2026-09-24

How TradeWeave handles personal information on your behalf: roles, subprocessors, security, incidents, requests, deletion, and international processing.

Applies whenever TradeWeave processes personal information for you.

READ ONLINE

tradeweave.io/terms/2026-09-24

PRIVACY POLICY

Provided separately at tradeweave.io/privacy

TradeWeave Standard Business Contract

PART 1

TradeWeave Master Terms of Service

General Terms and Conditions for Business Customers

Document ID: TW-MASTER-2026-09-24
Effective September 24, 2026

These Master Terms serve as both TradeWeave's Terms of Service and its general Terms and Conditions. They are one agreement, not two competing sets of terms. They apply to an Order only when that Order identifies this version and is affirmatively accepted. Publication of this version does not amend an existing agreement.

1. Parties, scope, and acceptance

1.1 Parties. These Terms are between TradeWeave Inc., a Florida corporation with a mailing address at 8051 N Tamiami Trail, STE E6, Sarasota, FL 34243, USA ("TradeWeave"), and the business identified in an accepted Order ("Customer"). TradeWeave offers technology consulting, implementation, training, custom software design and development, licensed software, and related services across business sectors. A description of a service does not mean Customer has purchased it.

1.2 Orders. An "Order" is a proposal, order form, statement of work ("SOW"), or electronic purchase record that identifies the parties, purchased line items, scope, fees, billing model, service term, and applicable documents. A single Order may contain multiple separately labeled engagements. An estimate, demonstration, roadmap, invoice, or informal project discussion is not an Order unless expressly presented and accepted as one.

1.3 Formation. An Order becomes binding when an authorized Customer representative signs or uses an affirmative acceptance control with access to the complete contractual documents, and TradeWeave countersigns or expressly confirms acceptance. The "Effective Date" is the date both acceptances are complete unless the Order expressly specifies a later date. Browsing, receiving an invoice, paying an invoice, or continued use alone does not accept a new Order, price increase, or replacement legal version. No charge is authorized by an unsigned draft.

1.4 Business customers. Orders under this version are for business purposes. A signer must be at least 18 and authorized to bind Customer. An external app or portal user does not become the purchaser or assume Customer's payment obligations merely by using that app. Consumer sales, services directed to children, and regulated uses require the additional terms and controls expressly identified in their approved Order. Mandatory rights are not waived.

2. Applicable documents and priority

2.1 Contract set. The Agreement consists of the accepted Order, these Master Terms, applicable sections of Standard Service and Licensing Addenda TW-SERVICE-2026-09-24, applicable Data Processing and Security Addendum TW-DPA-2026-09-24 ("DPA"), completed schedules incorporated in the Order, and later signed amendments. Addenda apply only to the purchased service or enabled activity stated in their application clause. Data protection and provider restrictions also apply whenever the relevant processing actually occurs. An omitted software flag is not permission to bypass them.

2.2 Priority. Mandatory law controls. Binding restrictions imposed by a source platform or a third party rights owner limit what either party may authorize. Within those limits, a valid transfer instrument controls the international transfer it addresses. The DPA and an incorporated security or processing schedule control their subject matter. A later signed amendment controls only the provisions it expressly identifies. An Order controls its scope, fees, quantities, capacity, start dates, billing model, and expressly permitted commercial selections. Applicable service addenda control their subject matter, followed by these Master Terms. A schedule does not waive another document's stricter data or provider restriction unless the waiver is legally permitted and expressly accepted by the necessary parties.

2.3 No routine special rider. Standard selections made within these documents do not require a separate customer specific amendment. A deviation concerning ownership, license rights, liability, indemnity, dispute resolution, security, or data use must expressly identify the changed provision and be accepted by Customer and an authorized TradeWeave officer. A custom proposal text field does not create such a deviation merely by containing conflicting language. A new Order does not silently supersede an earlier Order.

2.4 Privacy notice. Customer acknowledges receipt of the Privacy Policy identified with the Order. The Policy explains processing practices. It is not a blanket consent to marketing, advertising, recording, AI processing, or model training, and it does not expand contractual processing rights. Optional consents and permissions must be obtained separately where required.

3. Scope, delivery, and authority

3.1 Purchased scope. TradeWeave will perform the services and provide access expressly included in the Order. Features mentioned during sales discussions or visible in another customer's workspace are not included automatically. Any binding delivery date, availability percentage, response target, dedicated staffing, or business result guarantee must be expressly stated in an approved schedule.

3.2 Work plans. An active retainer includes the services or capacity described in its Order. The parties may prioritize work and record design, technical, and release decisions in a shared work plan without purchasing another month. A work plan does not increase rates, add an unpurchased software license, convey intellectual property, or override data restrictions. A license expressly included in a bundled Order may be activated under that Order without a new charge. Extra work may be deferred within the agreed delivery model instead of performed at an unapproved higher price.

3.3 Customer cooperation. Customer will provide accurate information, appropriate access, necessary permissions, timely decisions, and reasonably available personnel. Access must use named accounts and the minimum necessary privileges. Administrator access is required only where the particular task requires it. Customer's qualified advisers remain responsible for its legal, accounting, tax, employment, and trade decisions.

3.4 Approval roles. Customer identifies its commercial representative, project contact, system administrator, and billing contact. Technical access does not itself authorize purchases or legal changes. A commercial representative may approve a disclosed additional charge once, including its recurring nature. Subsequent bills within that authorization do not require another approval. Design acceptance, permission to alter live records, and launch approval remain distinct from billing authorization.

3.5 Dependencies and delays. TradeWeave will identify material delivery risks and propose a recovery plan. Ordinary Customer review or scheduling delays do not stop an active retainer while its agreed services or assigned capacity remain available. A pause must state its dates and billing effect in writing. TradeWeave will not charge twice to correct its own nonconforming work or retain unearned fees for capacity it cannot provide. A delay does not authorize a surcharge.

4. Fees and recurring billing

4.1 Rates. Customer pays the fees stated in its accepted Order. Currency is U.S. dollars unless stated otherwise. The Order must distinguish a recurring retainer or subscription from a fixed project fee paid in installments. An invoice evidences an existing obligation and cannot create one.

4.2 Monthly retainer default. A monthly retainer starts on the Effective Date unless a different service start date is expressly selected. It continues automatically each calendar month until canceled under Section 5. No new monthly approval, signature, or purchase order is required. No total fee cap or minimum number of months is implied. Design completion, a review meeting, or progression to development does not end the retainer or reset its price.

4.3 First partial month. On the applicable billing start date, TradeWeave issues an initial invoice covering that date through the last day of the calendar month. It is due immediately. For each recurring line item, its monthly rate is divided by the actual number of days in that month, multiplied by covered calendar days including the start date, and rounded to the nearest cent. The rounded line items are added. Starting on the 1st produces one full monthly invoice, not two. A separately priced hosted subscription's billing start is determined under Addendum C and must not be confused with a services retainer start. For a bundle with included software access, the single bundle start rule applies. Later activation does not create a second charge.

4.4 Later monthly invoices. Beginning on the 1st of the next calendar month, TradeWeave automatically invoices active monthly services on the 1st. Payment is due by the 5th of that same month. The final partial month is prorated through the effective termination date using Section 4.3. Previously billed days are not billed again. Approved pauses and credits are reflected in the applicable invoice or reconciliation.

4.5 Other billing models. Fixed projects use the stated upfront payment or milestone schedule. Time and materials work uses agreed rates, records, invoice dates, and any approved limit. An annual prepayment or a fixed commitment requires its price, dates, renewal treatment, and cancellation consequences to be conspicuously stated in the Order. Without those completed fields, it is not selected. A free evaluation applies only when expressly offered. Evaluation approval is not approval of a later paid project.

4.6 Automatic collection. Automatic invoicing does not itself constitute a bank or card mandate. Where Customer provides the required payment authorization, TradeWeave and its processor may collect the initial amount when due and later undisputed monthly amounts on the 5th. Earlier collection requires express instruction. TradeWeave will use only the payment method and retry authority covered by the mandate, retain the authorization, and provide required notices. Revoking a payment mandate does not by itself cancel services. Without a mandate, Customer remains responsible for paying by the same due dates.

4.7 Price increases and scaling. Increasing an agreed recurring price or unit rate, adding a new fee, or exceeding an approved spending limit requires prior written acceptance by Customer's authorized commercial representative. TradeWeave may propose a revised service level as users, usage, features, support needs, or deployment scope expand. A change notice may state a single revised monthly price, an understandable summary of the expanded service or capacity, and its effective date. A vendor by vendor cost breakdown is not required for a bundled price. Notice, silence, continued use, or a routine project request alone does not accept the increase. Until acceptance, the existing price and contracted scope continue, subject to ordinary termination rights. TradeWeave may defer an unpurchased expansion, but may not impose retroactive charges or reduce already contracted service

solely to force an increase. Required taxes and quantities calculated under previously accepted metered rates and limits are not rate increases. A discount expiration expressly accepted in the original Order is part of that approved price schedule.

4.8 Bundled and separately priced services. The Order selects either a bundled plan or separately priced services, and identifies any combination of the two. A bundled monthly price covers the purchased work, included licensed access, and operating costs needed for the agreed service scope and enabled features. Where the Order includes hosting, production support, maintenance, messaging, AI usage, app store fees, or agreed travel, those items are not billed again as pass through costs. Bundled pricing is a commercial price for the contracted service, not reimbursement of TradeWeave's underlying expenses. Invoices may show the bundle or separately priced engagements, with applicable taxes and approved changes. Customer remains responsible for its independent provider contracts unless expressly included.

An accepted metered schedule must identify the unit, price, included allowance, measurement method, billing timing, and spending control. A paid seat or charge beyond an agreed allowance requires the accepted authorization or a new commercial approval. Separately charged travel or other expenses require prior approval of their purpose, amount or rate, limit, and recurring status. These expense rules do not authorize a surcharge for an item included in a bundle. Supplier cost changes do not automatically increase Customer's agreed price.

4.9 Taxes. Customer is responsible for applicable transaction taxes, excluding taxes on TradeWeave’s net income. Customer must provide valid exemption documentation where applicable. Tax treatment is determined for the actual service and jurisdiction, not merely its label in Mint.

5. Term, cancellation, and earned fees

5.1 Monthly cancellation. Either party may cancel a monthly retainer or monthly subscription on 30 calendar days’ written notice. Cancellation takes effect 30 calendar days after receipt or on a later date stated in the notice. Services and fees continue through that date. Unused dates after termination are credited or refunded. Canceling one separately priced line does not cancel another or increase its rate. A retainer and a software license are separate unless the Order expressly makes them a single bundle.

5.2 Fixed commitments. A fixed term is enforceable under this Agreement only if the Order expressly selects it and states start, end, committed fee, renewal term, notice period, and any early termination charge. Monthly invoice cadence alone is not a minimum commitment. There is no automatic acceleration of future fees under these Master Terms. Any different lawful cancellation charge must be separately stated and approved. Termination for TradeWeave’s uncured material breach does not trigger an early termination penalty.

5.3 Breach. Either party may terminate an affected service for a material breach not cured within 15 business days after written notice. Section 9's 30 calendar day correction period applies instead to a service warranty claim. An incurable material unlawful act, intentional misuse, or immediate security threat permits proportionate immediate action where reasonably necessary. Mandatory law governs insolvency related rights.

5.4 Earned fees. Fees compensate TradeWeave for completed work, delivered milestones, and expressly described retainer capacity actually made available. They are not fully earned merely on receipt. Customer's failure to use available capacity, implement advice, or attend included sessions does not make that capacity unearned. A noncancelable commitment charged outside an agreed bundle must be separately authorized in advance. TradeWeave bears included supplier costs within the agreed bundle price and may not create an undisclosed cancellation charge from those costs. The parties will keep sufficient service and allocation records to explain earned amounts without requiring disclosure of unrelated internal financial records.

5.5 Refunds and handoff. TradeWeave will refund verified overcharges, amounts paid for dates after effective cancellation, and other unearned amounts where it cannot provide the affected work or terminates without Customer breach. Warranty remedies are in Section 9. Customer receives completed paid business documents expressly listed as deliverables within their stated license and Customer Data under the DPA. Software designs, source code, and internal development materials are excluded from this handoff under Section 7.5. A final accounting is due within 10 business days and an agreed or otherwise due refund within 15 business days. No refund is owed solely because business results differ from expectations. Mandatory refund and payment dispute rights remain unaffected.

6. Disputes, late payment, and suspension

6.1 Invoice disputes. Customer should identify a disputed charge and reasonable grounds within 10 business days after receipt or discovery of an error. It must pay undisputed amounts when due. TradeWeave will investigate in good faith. A genuinely disputed portion is not automatically collected, subjected to late charges, or used alone to suspend services while the parties actively seek resolution. Neither party may use a sham dispute or indefinite refusal to engage to avoid its obligations. Unresolved disputes may proceed under Section 12.

6.2 Late charges. Undisputed amounts more than 15 calendar days overdue may accrue simple late charges at 1.5% per month or the lawful maximum, whichever is less. Overdue time runs from the payment due date, not the invoice issue date. Reasonable collection costs are recoverable only as permitted by law and this Agreement. No punitive chargeback fee or unsupported administrative penalty applies.

6.3 Suspension. After an undisputed amount is more than 15 days overdue, TradeWeave may give written notice providing five additional business days to cure before suspending the affected services. It will use a proportionate restriction where practical and restore access promptly after the cause is resolved. Immediate restrictions remain available for an active security threat or legal requirement. Nonpayment for TradeWeave work does not authorize disabling Customer's separate ServiceTitan, accounting, or other third party account. Data export and deletion rights are not extinguished by a payment dispute.

6.4 Payment rights. Customer may report unauthorized or erroneous charges and exercise rights under law or its payment arrangements. TradeWeave may provide relevant acceptance, invoice, and transaction evidence to resolve a dispute. It may not recharge an unauthorized transaction as punishment or use a different stored payment method without authority. Suspension does not accelerate future monthly fees or waive remedies for TradeWeave's own breach.

7. Ownership and licenses

7.1 Customer Materials. Customer retains its rights in business records, personal information, trademarks, supplied content, prices, customer authored forms, workflow text, and business rules. Operational records generated for Customer remain Customer Data. Customer's independent software does not become TradeWeave property merely because it integrates with the services. Personal information remains subject to the individuals' rights and applicable law.

7.2 TradeWeave Technology. As between the parties, TradeWeave owns software and software designs created by or for TradeWeave under an Order, including commissioned apps, source and object code, interfaces, APIs, schemas, reusable components, automation logic, prototypes, visual and interaction designs, modifications, and improvements, to the extent those rights exist and are held or acquired by TradeWeave. This includes work customized for Customer and funded by its fees. Customer Materials and third party technology are excluded. TradeWeave retains its preexisting tools, methods, templates, and independently developed technology.

7.3 No sale of software. Design and development are services, not a work made for hire for Customer or an assignment of technology to it. Payment, possession of files, branding, a publisher account, feedback, or design approval does not create joint ownership, source access, resale rights, self hosting rights, or perpetual hosted access. A different ownership allocation requires an express signed assignment identifying the transferred works and rights, accepted by an authorized TradeWeave officer and any necessary rights owner.

7.4 Rights chain. TradeWeave will secure personnel and subcontractor assignments or licenses needed to provide the rights expressly granted. Third party and open source owners retain their respective rights. Required component license terms control the applicable

component. TradeWeave will identify material restrictions affecting the promised delivery. This Agreement does not itself assign rights owned by a nonparty.

7.5 Customer facing documents and excluded development materials. Upon payment for a report, procedure, training guide, or other business document expressly identified as a Customer deliverable in an Order, Customer receives a perpetual, nonexclusive, royalty free license to retain, copy, and use that delivered document for its own internal business purposes. Customer may share it with its personnel and confidentially bound advisers solely for those purposes. This document license excludes software design files, Figma or other design source files, prototypes as downloadable assets, component libraries, source code, repositories, internal architecture, deployment scripts, and other development materials. Those materials are not Customer deliverables and no handover is owed at completion, cancellation, or payment. Customer may review a prototype through supervised demonstrations or restricted preview access provided by TradeWeave solely to give feedback and approve functionality. Review access does not confer a right to download, copy, implement, publish, or distribute protected design or development assets. Nothing restricts Customer's independent use of its own data, requirements, or unprotected ideas. The document license may transfer with Customer's business to a successor bound by its restrictions. A different delivery or source access arrangement requires the express written license described in Section 7.3 and Addendum B, not a routine work plan.

7.6 Operating licenses. Use of hosted software is governed by Addendum C and its accepted license selections. A permitted installed mobile application is an operational executable only, not a source code or editable design delivery. A development retainer grants production access only where its Order expressly includes a software license, including a bundled license. Included access begins at authorized release and continues for the stated licensed term without a second activation fee. It is not perpetual access. An approved customer hosted deployment requires the deployment schedule described in Addendum B. Branding a workspace does not create a downstream resale license.

7.7 Reuse and feedback. TradeWeave may reuse and commercialize its technology, methods, and general knowledge for other customers. It may use voluntarily supplied product suggestions without compensation. These rights do not permit disclosure of Customer Materials or Confidential Information, use of Customer personal information for model training, or processing outside provider authorizations. Customer name or logo use in publicity requires prior written approval.

8. Confidentiality, data, and acceptable use

8.1 Mutual confidentiality. Each party will use nonpublic business, technical, financial, customer, and security information only to perform this Agreement or exercise its rights, protect it with reasonable care, and disclose it only to persons with a need to know who are

bound by appropriate duties. Customer Data and nonpublic TradeWeave technology are confidential. Information lawfully public, independently developed, or rightfully received without restriction is excluded. Compelled disclosure requires advance notice where lawful and reasonable protective cooperation. Trade secret protection continues while the information qualifies. Other confidential information remains protected while nonpublic and for at least five years after disclosure.

8.2 Data protection. The DPA applies whenever TradeWeave processes Customer personal information on Customer's behalf, including during consulting. The Privacy Policy applies to separately disclosed administration and website processing. Owning software does not mean owning Customer Data. Source platform restrictions may further limit data collection, AI, sharing, retention, and export.

8.3 Acceptable use. Customer and permitted users may not engage in unlawful conduct, unauthorized access, malware distribution, spam, infringement, security evasion, credential sharing to avoid limits, or extraction of another tenant's data. They may not copy or reverse engineer protected software except to the extent mandatory law permits, or resell it without the express license in Addendum F. These restrictions do not prohibit permitted Customer Data exports, lawful interoperability, or independent use of Customer's own information.

8.4 Restricted uses. HIPAA regulated information, full payment card credentials outside the processor's protected flow, biometric identification, consumer credit reporting, export controlled data, services directed to children, and automated decisions materially affecting individual rights require documented legal and technical approval and any required additional agreement before use. No HIPAA, PCI, SOC 2, ISO, or other certification is represented merely by this contract. Customer remains responsible for its business practices. TradeWeave remains responsible for its own acts and expressly assumed obligations.

9. Warranties and remedies

9.1 Services. TradeWeave will perform professional services with reasonable skill and care and materially conform to the agreed criteria. It will correct or reperform documented nonconforming work without an additional fee. If it cannot do so within 30 calendar days after notice and reasonable cooperation, Customer may terminate that affected work and recover fees paid for the deficient, uncorrected portion.

9.2 Software. Licensed production software will perform materially in accordance with the accepted functional description and applicable documentation. If a material nonconformity is not corrected within 30 calendar days after notice and reasonable cooperation, Customer may terminate the affected software service and receive prepaid fees for unused periods. A selected availability or defect support schedule may add specific remedies. A live production pilot is not simultaneously excluded as an unsupported demonstration.

9.3 Results and dependencies. No revenue increase, savings, legal compliance outcome, universal feature parity, uninterrupted operation, or error free AI output is guaranteed. A performance guarantee exists only in an approved schedule stating metric, baseline, period, conditions, exclusions, eligible fees, and remedy. Customer selected providers may change their products or permissions. TradeWeave remains responsible for its subcontracted duties and may not use a general third party disclaimer to avoid them.

9.4 Disclaimer. Except for express obligations in this Agreement and nonwaivable law, services are provided as available, and the parties exclude implied warranties to the extent permitted by law, including merchantability and fitness for a particular purpose. This disclaimer does not negate Sections 9.1 and 9.2, confidentiality, the DPA, or expressly accepted security duties. Software and templates are not substitutes for legal, accounting, tax, or other licensed professional advice.

10. Indemnification

10.1 Customer responsibility. Customer will defend TradeWeave against third party claims to the extent caused by Customer's unlawful instructions or content, infringement by Customer Materials, or material unlawful misuse of the services, and pay finally awarded damages or approved settlements. This does not cover loss caused by TradeWeave's breach, negligence, or willful misconduct.

10.2 TradeWeave responsibility. TradeWeave will defend Customer against third party claims that authorized use of production software or deliverables supplied by TradeWeave infringes a U.S. copyright, patent, trademark, or trade secret, and pay finally awarded damages or settlements it approves. This does not cover Customer Materials, unauthorized modifications, or combinations and uses outside the agreed specification where the claim would not otherwise arise. TradeWeave may obtain rights, make a materially equivalent replacement, or end the affected service and refund prepaid unused fees and any paid unusable deliverable portion not otherwise remedied.

10.3 Procedure. The protected party must give prompt notice, reasonable cooperation at the defending party's expense, and control of defense and settlement. Delay excuses the defense only to the extent prejudiced. A settlement imposing an admission or nonmonetary obligation needs the affected party's approval, not unreasonably withheld. These contractual remedies do not limit nonwaivable rights.

11. Liability allocation

11.1 Ordinary limit. To the extent permitted by law, each party's total aggregate liability arising under an affected Order is limited to fees paid or payable under that Order in the 12 months preceding the first event giving rise to the claim. Claims involving multiple affected Orders

share one cap calculated from those Orders, without counting fees twice. The cap is not multiplied by claims, individuals, or affiliated technology providers.

11.2 Excluded loss. Neither party is liable for indirect, special, exemplary, or consequential loss, including lost profits or revenue. Reasonable direct restoration and incident response costs are not excluded solely because they relate to lost data. Express refunds and credits remain payable without being treated as additional damages.

11.3 Hosted software enhanced profile. Where Addendum C applies to purchased hosted software, including access included in a bundle, the enhanced profile applies to claims arising from the hosted services unless an expressly approved deviation states otherwise. For breach of confidentiality, the DPA, express security duties, or the indemnity in Section 10 relating to those services, the cap is the greater of twice the affected Order fees paid or payable in the preceding 12 months or $100,000. It replaces, rather than adds to, the ordinary cap for those claims. Ordinary and enhanced recoveries together may not exceed the higher applicable cap. A professional services retainer without hosted access does not select this profile by implication. Mere inclusion of the addendum in an unused document library does not activate the profile.

11.4 Exceptions. Payment obligations, fraud, willful misconduct, gross negligence, intentional infringement or misappropriation, and liability that cannot lawfully be limited are not limited by this Section. No limitation restricts a regulator’s powers or an individual’s nonwaivable rights. The parties acknowledge that the allocation must be considered with the fees, available insurance, and actual service risk.

12. Governing law and disputes

12.1 Informal resolution. A party will send a written description of a dispute and requested relief to the other’s legal notice contact. The parties will attempt resolution for 30 calendar days before arbitration, unless immediate relief is needed or law requires otherwise. They will cooperate to preserve claims while this process runs. No contractual one year filing deadline is imposed.

12.2 Law and arbitration. Florida law governs, excluding conflicts rules. The Federal Arbitration Act governs arbitration. Unresolved disputes will be individually arbitrated before one arbitrator under the American Arbitration Association Commercial Arbitration Rules in force when arbitration is commenced, with the legal seat in Sarasota County, Florida. Remote hearings may be used by agreement or as permitted by the rules. To the extent legally permitted, the parties waive trial by jury and class or representative arbitration. No public injunctive relief or other nonwaivable remedy is eliminated.

12.3 Exceptions and opt out. Either party may use a court with jurisdiction for eligible small claims or necessary interim relief protecting confidential information, intellectual property, or system security. Customer may opt out of arbitration within 30 days after first accepting this version by notice to legal@tradeweave.co. Unless mandatory law requires otherwise, nonarbitrable disputes belong in Florida state courts in Sarasota County or the federal court with jurisdiction over that county. This clause does not purport to create a federal court located in the county.

13. General provisions and notices

13.1 Notices. Customer may cancel by email to billing@tradeweave.co or legal@tradeweave.co, or through an electronic cancellation method TradeWeave provides. Other legal notices go to legal@tradeweave.co. Notices to Customer go to its Order notice address. Email is sufficient without certified mail. Receipt occurs when delivered without a failure notice, using the Order's billing time zone, default America/New_York. A cancellation delivered on a weekend still starts its calendar day notice period. Support may be requested at support@tradeweave.co. Privacy requests go to privacy@tradeweave.co.

13.2 Changes and records. A new published version does not amend an accepted Order automatically. A material legal change requires express agreement identifying the replacement version. Necessary immediate legal or security restrictions may be applied only to the extent required, with prompt notice, without silently adding fees. TradeWeave will retain and provide accurately reproducible accepted Orders, exact attachments, version identifiers, acceptance evidence, and amendments. An invoice cannot update them.

13.3 Assignment. Either party may assign the Agreement to a successor to substantially all relevant business assets if the successor assumes its obligations and the assignment does not violate a licensor restriction or materially reduce Customer's contracted rights. Other assignments require consent, not unreasonably withheld. TradeWeave will not transfer Customer Data for an unrelated purpose through an assignment. Outsourcing does not release TradeWeave from its duties.

13.4 Relationship and continuity. The parties are independent contractors. No agency, partnership, franchise, or authority to bind another provider is created. No personnel nonsolicitation or hiring restriction is imposed by these standard Terms. Cloud hosting does not promise perpetual service. On permanent discontinuation, TradeWeave will give reasonable transition notice where possible, refund prepaid unused amounts, and provide the contractual data handoff. Escrow, source release, or substitute operation requires an express continuity license and necessary third party rights.

13.5 Remaining terms. A party is excused from delayed performance caused by events genuinely beyond its reasonable control to the extent it takes reasonable mitigation steps. Accrued payment obligations remain due, but this does not justify retaining payment for

services it permanently cannot provide. Severing an unenforceable provision leaves the remainder effective. No waiver arises merely from delayed enforcement. Ownership, confidentiality, accrued fees, dispute resolution, lawful retention, and licenses expressly stated to survive continue as applicable. Purchase order or vendor portal boilerplate does not amend this Agreement without express acceptance.

13.6 Electronic records and mandatory notices. The parties agree to electronic contracting and accurately reproducible electronic records. Any notice or cancellation method that applicable law requires in addition to these Terms must also be provided. A jurisdiction specific requirement is not waived by selecting Florida law or a monthly invoice cadence. TradeWeave will not represent a cancellation portal, consent control, or security safeguard as available unless it is implemented.

End of Master Terms. Each Order must identify this exact version and the applicable standard addenda. These documents do not replace previously accepted terms unless the required amendment process is completed.

PART 2

TradeWeave Standard Service and Licensing Addenda

Document ID: TW-SERVICE-2026-09-24
Companion to TW-MASTER-2026-09-24 | Effective September 24, 2026

These are reusable terms, not customer specific exceptions. The accepted Order identifies which addenda and numbered optional sections apply. Including a description in this library does not purchase a service, authorize a data use, or grant an unselected license. The Master Terms govern definitions, billing, ownership, liability, and disputes. The DPA governs processing on a customer's behalf.

Addendum	Applies when the Order includes
A. Consulting and implementation	Advisory work, audits, configuration, training, migration, or managed services
B. Custom software	Discovery, product design, prototypes, coding, integrations, or custom software maintenance
C. Software licensing	Hosted software, a customer workspace, or production access to a TradeWeave supplied app
D. Connected platforms	Access to or processing of data from an external business system, including ServiceTitan
E. Optional capabilities	Only the selected external access, AI, communications, tracking, or payment capability
F. Authorized resale	Express downstream resale rights, not ordinary customer branding

A. Consulting and implementation

A.1 Scope. This Addendum applies to consulting, advisory services, implementation, audits, account remediation, configuration, reporting, pricebooks, workflow improvement, training, data migration, and managed services. The Order identifies the systems, business areas, deliverables, exclusions, service model, and authorized contacts. Consulting alone does not include a software license or complete replacement system. A bundle may expressly include licensed software, subject to Addendum C.

A.2 Retainers. A retainer Order states the recurring fee and a usable description of delivery capacity, such as included sessions, hours, named delivery roles and allocated effort, or a defined ongoing service package. It states working hours, communication channels, response expectations, and whether any unused hours carry forward. No unlimited capacity, dedicated full time employee, or hour bank is implied. The parties maintain priorities and progress records. Monthly planning is not a renewal approval condition.

A.3 Projects and estimates. A fixed project Order specifies its total price, acceptance criteria, delivery assumptions, and payment milestones. Time and materials work specifies rates and any authorized ceiling. An estimate is not a fixed commitment. A complimentary evaluation is free only if expressly labeled as such and does not authorize the resulting paid work. Generic template language does not add a free audit to every engagement.

A.4 System changes. TradeWeave will record approval and reasonable testing for material production configuration changes. Customer must expressly authorize changes that charge or refund its customers, alter posted financial records, delete records, or materially affect live operations. Access rights are governed by Addendum D. Customer’s accountant or other qualified adviser approves accounting policies and tax treatment. TradeWeave does not act as Customer’s accountant or licensed trade contractor.

A.5 Migration. Where migration is ordered, the scope must identify source and destination, permitted extraction method, record types, volume assumptions, mapping, exclusions, validation, backups, and cutover responsibilities. Full historical cleanup and reconciliation are not included unless stated. The parties must approve a fallback approach before an irreversible production transition. An Order does not overcome a source provider’s access or transfer restrictions.

A.6 Training and recordings. The Order identifies audience, session count, materials, and any rescheduling policy. Recording is not automatic. Required notices and consent must be provided before recording, and recipients and retention must be specified. Sharing a training recording containing personal or customer data remains subject to the DPA and confidentiality obligations.

A.7 Completion and documents. Customer reviews submitted deliverables within the stated period, default five business days, and provides specific deficiencies or written acceptance. Silence alone is not acceptance. TradeWeave will pursue unresolved review items, and the Master Terms govern delay, fee, and correction treatment. Paid reports and procedures carry the Master Terms’ document license. Customer retains its configuration content and business records. The underlying software, reusable engines, and TradeWeave developed code remain protected technology.

B. Custom software design and development

B.1 Application. This Addendum applies to software discovery, design, prototypes, custom applications, websites, integration code, automation, custom platform features, and related development or maintenance. It applies whether the product is standalone or extends a white label platform. It does not convey ownership to Customer.

B.2 Development model. The Order selects fixed deliverables, time and materials, or a recurring development retainer. A recurring retainer funds the stated services or assigned capacity, not completion of every requested feature for a fixed total price. It continues across design, coding, testing, and other work within the agreed engagement without monthly commercial reapproval. New ideas are prioritized and may change timing. Increased capacity, rates, or other charges require approval under the Master Terms.

B.3 Design led delivery. Where design is included, TradeWeave first seeks a sufficiently developed understanding of users, key workflows, screen behavior, accessibility and device needs, data boundaries, and technical dependencies. The Order states the target design window and review cadence. TradeWeave may begin technical experiments, foundational work, or coding of sufficiently defined portions when it reasonably determines they are ready, and may overlap design and development. Full design signoff is not a condition to all coding unless the Order expressly requires it. Material changes to Customer's agreed user workflows shall be presented for feedback. Live deployment, sensitive data processing, and consequential production actions remain subject to their required approvals.

A prototype may be clickable without a live backend. TradeWeave may provide restricted interactive preview access for feedback but is not required to deliver an editable or downloadable prototype. Figma or another suitable tool may be used. Editable designs, source code, and internal development materials remain with TradeWeave.

B.4 Reviews and feedback. TradeWeave presents design and development progress at the cadence stated in the Order. Each party shall give advance notice when it needs to cancel or reschedule a meeting. Customer identifies a person to consolidate feedback and should respond to requested decisions within the stated period, default five business days. Silence is not approval of a material change or release, but does not prevent TradeWeave from progressing already defined work under Section B.3. A preview, meeting, or design decision is not a new billing approval. Routine feedback is addressed within the work plan. New requirements may change priorities or timing. Correction of TradeWeave's failure to meet agreed criteria does not create an extra charge or displace purchased capacity without an appropriate correction or credit.

B.5 Build plan. For each portion being built, TradeWeave records the sufficiently defined features, review criteria, relevant systems of record, deployment responsibilities, and delivery assumptions. Customer receives understandable progress and scope summaries, not the

internal engineering files. TradeWeave maintains its own detailed architecture, engineering tests, and internal implementation documents and need not deliver them to Customer. Integration plans identify permitted reads and writes, record ownership, duplicate prevention, conflicts, retries, reconciliation, and human approvals for consequential actions. A promise of “two way sync” without those details is not an accepted complete integration specification.

B.6 Testing and acceptance. Each release is submitted against its agreed acceptance tests. Customer reports material failures with reasonable detail within the stated review period, default 10 business days. TradeWeave corrects verified failures and resubmits. Silence is not release approval. Actual authorized production use may evidence acceptance only of functionality demonstrably used and does not waive latent defects or the express warranty. Minor defects may be listed in an agreed correction plan without blocking acceptance by agreement.

B.7 Live operation. Production use, including a live pilot, requires a recorded release authorization. That record identifies users, properties or business areas, accepted functionality, support and incident contacts, security checks, backups and recovery arrangements, permitted data, the included or separately accepted operating price, and rollback or fallback steps. These are operational approvals, not monthly billing approvals. A free, discounted, or bundled live pilot still needs an explicit license and production responsibilities, but does not require a separate software charge where access is already included. A test environment must not be relied on to dispatch emergency work or process actual payments unless separately authorized and tested for that purpose.

B.8 Ownership. TradeWeave owns commissioned software and designs as stated in the Master Terms, including customer specific code. Customer owns its data, branding, and authored business content. A development payment does not provide a copy of source code or permit another provider to replicate protected code or design assets. Customer remains free to use unprotected ideas and its own requirements. TradeWeave will maintain the rights chain needed for promised licenses and disclose material component restrictions.

B.9 Hosting modes. Hosted operation is governed by Addendum C. A customer hosted executable or source access arrangement is outside the standard offering and requires an express officer approved license and completed deployment schedule identifying software, environments, duration, permitted operators, delivery format, maintenance, support, security responsibilities, and component licenses. Source access, when expressly granted, is a limited license rather than ownership. No right to distribute, resell, publish source, or create competing software is implied. No source escrow or business continuity release is included by default. An expressly negotiated arrangement must identify its deposit, verification, release event, necessary licenses, and continuing costs before it is promised.

B.10 Maintenance. The Order distinguishes correction of nonconforming delivered work from optional enhancements, third party API changes, operating system updates, and ongoing production maintenance. A maintenance subscription must specify covered releases and support scope. No lifetime update or perpetual hosting obligation arises from development fees. Cancellation of development does not cancel a separately valid software subscription. Included access within a canceled bundle follows Section C.11. TradeWeave provides only the paid customer facing business documents expressly listed in the Order and permitted Customer Data on exit. It does not hand over design files, repositories, source code, or internal development materials.

C. Hosted software and white label licensing

C.1 Application and seller. This Addendum applies when an Order purchases hosted software or production access to a TradeWeave supplied app, platform, or workspace. TradeWeave is the contracting, billing, and customer support party for its sale. It may provide its own software or technology it is authorized to license. An underlying licensor is not made a party or required to support Customer by this Agreement. TradeWeave remains responsible for its own promises and shall verify the rights required to provide the licensed service.

C.2 Order details. The Order identifies product, customer entity and permitted affiliates, workspace, modules, internal seats, external users if any, usage limits, start trigger, term, renewal, prices, and support. A “tenant” is a logically separated company workspace, not ownership of underlying servers, database technology, or a separate software product. Brand names do not change the license scope.

C.3 Activation and billing. Acceptance and payment alone do not provision a workspace. TradeWeave confirms required details and prerequisites and issues an activation notice. Unless an Order clearly selects and discloses a different billing trigger, hosted access fees start when the agreed access is made available and the activation notice is delivered. Setup or development fees can start earlier under their own line items. Initial hosted fees are prorated from their billing start, followed by invoices on the 1st and payment by the 5th. Customer does not pay a full additional month merely because activation occurs partway through one. These separate license billing rules do not add a charge for access already included in a bundle under Section C.11.

C.4 License. During the active paid license term, Customer may allow authorized users to access and use the purchased software for its business operations within the stated limits. Permitted mobile applications may be installed on controlled devices to access that service. External access requires Section E.1. Documentation may be copied for permitted internal use. This is a nonexclusive, term limited license, not a sale. It is nontransferable except with an assignment permitted by the Master Terms and nonsublicensable except for expressly

permitted user access or the approved resale rights in Addendum F. Rights end with the applicable license term, except surviving document and data rights expressly stated elsewhere.

C.5 Branding versus resale. Customer may use its name, logo, approved domains, and app branding through expressly provided settings. This is a branded business workspace or service channel, not a grant to sell software subscriptions to unrelated businesses. TradeWeave may itself supply a licensed white label product without granting Customer equivalent rights. Downstream software resale requires Addendum F and a completed reseller Order. Required provider notices and component attribution must remain.

C.6 Users and charges. Internal seats are named unless the Order expressly selects another model. Credentials must not be rotated or shared to evade limits. External portal users have a separate permitted role and charging model, which may be free, included, or priced as stated. Only a designated commercial representative or billing administrator with explicit purchase authority may approve a paid addition after seeing the relevant quantity or service expansion, price, any initial proration, recurring amount, and start date. A bundle expansion may show one revised monthly price rather than separate seat or infrastructure charges. Unauthorized excess usage may be restricted. It is not automatically billed at a new undisclosed rate.

C.7 Support and changes. The Order states support channels and hours. Unless a specific support schedule is selected, support is provided through support@tradeweave.co on a commercially reasonable efforts basis, with no guaranteed response time or uptime percentage. TradeWeave may update software but shall not materially remove contracted core functionality during a paid term without an agreed equivalent or an appropriate termination and prepaid fee refund option. Planned maintenance should be notified where practical. Security restrictions may be applied promptly.

C.8 Trials and pilots. A demonstration or nonproduction preview is not a production commitment and must use test or approved redacted data. A live pilot is limited production and retains the express production warranty, applicable security duties, and its approved support arrangements. A label such as “beta” does not override a signed live pilot commitment. Free trials do not convert into paid subscriptions without previously disclosed and affirmatively accepted price, date, and renewal terms.

C.9 Data and exit. The DPA governs export, retention, deletion, and provider limits. Canceling a services retainer does not cancel separately licensed hosted software automatically. Where services and access form one identified bundle, ending that bundle also ends its included access on the same effective date unless a replacement license is agreed. On subscription termination, the operating license ends and Customer is entitled to the applicable data export, not platform source, perpetual hosting, or an equivalent replacement system. Any continuity or self hosting right must be separately selected under Addendum B.9.

C.10 Risk profile. The hosted software enhanced liability profile in Master Terms Section 11.3 applies to purchased hosted services, including hosted access within a bundle. It is not a service level promise. The Order must display that profile so it is not hidden among generic checkboxes. A different profile requires an express approved deviation, not an unrecorded template choice.

C.11 Bundled software access. An Order may include a hosted application, branded workspace, or production pilot in a recurring service bundle. The license and permitted users are governed by this Addendum even if no separate license fee is shown. The bundle price covers access and included operating services within its stated scope. Access begins only after the release and processing prerequisites are met. Activation itself does not trigger another invoice, reprice the bundle, or require another monthly purchase. The Order identifies which bundle carries the license, its term, covered users and purposes, applicable support, and any service limits. Ending that bundle ends its included license and operating services at the effective termination date unless a replacement plan is accepted. A request for more features or capacity is handled through the scaling rule in Master Terms Section 4.7. No unpriced overage or new limit applies retroactively.

D. Connected platforms and authorized data

D.1 Application. This Addendum applies to consulting access, imports, exports, migrations, APIs, integrations, or processing involving a customer's external business systems. A manual export is not automatically exempt from source restrictions. The Order or processing schedule identifies each provider, permitted task, environment, access method, fields, purpose, recipient, and retention requirement.

D.2 Permission limits. Customer must have authority over the relevant account and data. TradeWeave must also hold any required provider permission. Customer consent, administrator credentials, this Agreement, or an AI setting cannot expand a provider's authorization. TradeWeave shall decline or suspend an affected activity where required rights or retention controls cannot be verified. A blocked integration requires an allowed alternative or revised work plan, not an unlimited replacement build at the existing price.

D.3 ServiceTitan specific controls. For ServiceTitan access, "ServiceTitan Authorization" means TradeWeave's applicable written approvals, certification scope, restricted API terms, or other controlling agreement with ServiceTitan. It determines permitted tenants, environments, endpoints, fields, application functions, recipients, analytics, AI, and retention. An express authorization may prevail over public provider terms only to the extent that authorization actually says so. No permission is assumed from a partnership label or Customer's instructions.

D.4 Approved processing. Within the verified scope, TradeWeave may retrieve and process only the data necessary for Customer's selected audits, configuration reviews, data quality work, reconciliation, reporting, alerts, approved remediation, support, and other documented permitted functions. TradeWeave will minimize access, record source lineage where needed, isolate customer data, and revoke unused access. It may not extract another customer's data or build products from protected provider content merely because the content is visible.

D.5 AI and shared analytics. ServiceTitan Connected Data may not be used for general purpose or shared model training, fine tuning, testing, benchmarking, synthetic training data, provider independent use, cross customer products, or outputs for unaffiliated parties unless both the controlling ServiceTitan Authorization and a specific Customer agreement expressly permit that activity and applicable law allows it. The default is no such use. AI operations must stay within predefined authorized calls. Human review or confirmation is required for write operations and consequential actions unless the controlling authorization and Customer's documented configuration expressly permit the particular alternative.

D.6 Recipients and security. Connected Data may be disclosed only to permitted Customer users, necessary TradeWeave personnel, contractually bound approved subprocessors, the source provider where required, and other recipients specifically permitted by the controlling authorization and law. Subprocessors must have confidentiality, purpose, security, retention, and deletion restrictions at least as protective as the applicable obligations. TradeWeave remains responsible for its subcontracted duties. No raw Connected Data sale or advertising use is authorized.

D.7 Retention and revocation. Apply the shortest applicable source permission, DPA, or Customer limit unless law requires longer. Disconnection, revocation, or expiration stops affected calls promptly and immediately where required. Return, deletion, or permitted deidentification must meet the controlling deadline, including provider deletion instructions. Backups, logs, embeddings, cached copies, and AI provider retention cannot bypass a shorter restriction. If a recipient cannot comply, the affected data must not be sent. Continued lawful processing for a different active service requires an independent permitted basis.

D.8 Provider relationships. TradeWeave cannot bind ServiceTitan, an accounting provider, or another source platform. Their system availability and API policies remain outside its control. TradeWeave is responsible for its own conduct and expressly contracted obligations. Analytics are estimates, not guaranteed business outcomes. Separate accountants and authorized staff approve financial policy and consequential record changes.

E. Optional capabilities

E.1 External users, portals, and branded apps. This section applies where Customer's clients, property or resident managers, vendors, occupants, or other external users access the software. The Order identifies permitted categories, purpose, registration method, visible

records, charging model, and limits. External users may use the service to interact with Customer, not to operate unrelated businesses or resell the software. They do not become billing administrators. Customer and TradeWeave must provide appropriate user access terms and privacy notices before launch. Customer supplies its own privacy and service notices. Neither a business Order nor a mobile download substitutes for required individual notices or consent. Property, attachment, organization, and reassigned user permissions must be tested before release. App store, publisher, domain, and account responsibilities must be documented. Required app store license provisions must be provided where applicable.

E.2 AI and automation. This section applies when an approved feature sends Customer data to an AI or transcription provider or uses automated output. Before enablement, an AI Processing Schedule identifies purpose, provider and model or service, exact input categories, destinations, location, provider and application retention, training settings, output recipients, human review, allowed actions, and whether usage is included in a bundle or billed under an accepted usage schedule. Authorization to use AI for source code assistance with no Customer data does not authorize uploading Customer records. No live data is placed into an unapproved AI tool. No Customer data is used for general purpose model training or provider independent improvement by default. Provider settings must be verified rather than inferred from marketing claims. Source restrictions in Addendum D override a more permissive automation setting. Outputs may be inaccurate, and originals and review history should be retained where needed for an approved process. Significant legal, employment, credit, insurance, healthcare, or similar decisions require a separate legal assessment and safeguards before use.

E.3 Messaging, telephony, and recording. This section applies when services send email, SMS, voice messages, review requests, or record or transcribe communications. The activation record identifies sender, recipients, message purpose, approval rules, required consent evidence, suppression and opt out handling, retention, and vendor requirements. Transactional notifications are not automatically permission for marketing. Customer is responsible for its lawful instructions and recipient permissions. TradeWeave remains responsible for its own actions and implemented controls. Recording requires applicable notices and consent before capture. AI voice use requires the applicable disclosures and review. No unlawful spam, fabricated review, or deceptive review filtering is permitted. Carrier acceptance and delivery are not guaranteed. Messaging included in a bundle creates no separate usage charge. Otherwise, previously approved unit rates may recur within their accepted limits without reapproval, but unapproved overruns are not authorized.

E.4 Location and workforce tools. This section applies to location, routing, geofencing, worker monitoring, or timekeeping. Customer must document lawful purpose, worker notice and required consent, permitted hours, access, retention, and correction procedures. Device permissions alone are not a substitute for workplace obligations. Precise location and monitoring should be limited to the authorized purpose. Location and time estimates are not

guaranteed accurate and must not be the sole basis for wage, disciplinary, or other consequential decisions. Biometric recognition is not included by this selection and requires separate approval.

E.5 Customer payment acceptance. This section applies when the software helps Customer collect payments from its own customers. It is distinct from TradeWeave collecting its own service fees. The activation record identifies the merchant of record, processor, accounts, transaction authority, settlement path, pricing, refunds, disputes, and required agreements. Unless expressly agreed under a separately approved payments arrangement, TradeWeave provides an interface and does not hold customer funds or undertake regulated payment functions. Customer must obtain required payer authorization and comply with its processor obligations. TradeWeave does not promise processor approval, settlement timing, or freedom from reserves. Card numbers and security codes must stay within the approved processor flow and not appear in app notes, logs, or prototypes.

E.6 Activation is not blanket consent. An optional section creates obligations for the contracted or approved feature but does not establish that it is lawful, implemented, or enabled. Its price is determined by the accepted Order, including any bundle. The feature must remain disabled until its required schedule and approvals are complete. A material expansion of purpose, data, provider access, or cost requires the relevant new approval. Repeated permitted use within an accepted scope does not require monthly commercial reapproval.

F. Authorized downstream software resale

F.1 Express selection. This Addendum applies only where an Order expressly appoints Customer as an authorized software reseller and is accepted by an authorized TradeWeave officer after upstream rights verification. A white label workspace, Customer logo, consulting service, or end customer portal does not select it. No exclusive territory, franchise, ownership transfer, or right to appoint another reseller is implied.

F.2 Reseller schedule. Before any downstream sale, the parties complete a schedule identifying products, permitted territories and customer classes, branding rights, sales channels, wholesale rates and usage limits, end customer pricing authority, contracting model, payment collection and tax roles, provisioning, support escalation, data roles, end user terms, compliance responsibilities, and termination treatment. Missing fields prevent activation. TradeWeave may not grant rights exceeding the licenses it holds.

F.3 Contracting model. The schedule selects either direct TradeWeave contracts with end customers or reseller contracts with end customers. In the direct model, Customer may market and refer only within its approved authority and cannot bind TradeWeave to a changed price or warranty. In the reseller model, Customer contracts and bills in its own name and must provide enforceable downstream terms protecting technology, limiting use to purchased

rights, and preserving applicable data and user protections. The approved downstream terms and privacy notices must be available before end customer acceptance. TradeWeave's own obligations are only those expressly assumed.

F.4 Licenses and customer accounts. Subject to the approved schedule, Customer receives a nonexclusive, term limited right to market and resell the specified access, using only the permitted brands and territories. Each downstream workspace must identify its legal customer, users, service term, usage, and billing authorization. Customer may not combine unrelated businesses into one workspace to avoid charges or remove required provider notices. Source code, sublicensing beyond approved end user access, and subresellers remain excluded unless expressly licensed.

F.5 Data and support. The DPA applies to personal information handled in the reseller chain. The processing schedule identifies whether Customer is controller or processor, whether TradeWeave is processor or subprocessor, and which entity handles requests and notices. A reseller may not receive another end customer's data merely because it sells the service. Support access must be necessary, authorized, and logged as appropriate. Mandatory privacy rights are not dependent on reseller payment.

F.6 Exit. The schedule must state what happens to active end customer subscriptions, paid periods, data exports, authorized contacts, and branding on termination. No automatic assignment of an end customer contract or transfer of personal information is assumed. Where legally permitted and agreed, continuity may be offered directly by TradeWeave. Prepaid amounts and continuing duties are reconciled under the accepted schedule. Reseller fees renew only as expressly stated and remain subject to the Master Terms' approval rule for price increases.

End of Standard Addenda. The selected sections must accompany the accepted Order as fixed text. A future feature activation or reseller appointment cannot be created solely by editing a backend flag after acceptance.

PART 3

Data Processing and Security Addendum

Customer data across consulting, software, and licensed platforms

Document ID: TW-DPA-2026-09-24
Effective September 24, 2026

This Addendum forms part of the accepted TradeWeave Master Terms. It applies whenever TradeWeave processes personal information on Customer's behalf, including access during consulting, design research, support, integration, development, hosted operations, or an authorized reseller arrangement. It does not depend on purchase of a software subscription. It does not transfer ownership of software, require design or code delivery, or replace an individual's privacy notice.

P.1 Roles and instructions

P.1.1 Roles. Customer determines the purposes of its business processing and ordinarily acts as controller or business. TradeWeave acts as processor, service provider, or contractor for that processing. If Customer itself acts as processor, it warrants authority from the relevant controller to appoint TradeWeave as subprocessor. The Processing Details Schedule identifies that chain. TradeWeave separately determines purposes for its own account administration, billing, security of its business, and other processing specifically described in its Privacy Policy. A contractual label does not override the parties' actual roles.

P.1.2 Instructions and duration. The accepted Order, completed Processing Details Schedule, permitted configuration, and documented lawful instructions define processing. Processing continues only for the relevant service and its authorized retention period. TradeWeave will notify Customer if it believes an instruction violates applicable data protection law and suspend the affected instruction pending resolution. If law requires additional processing, TradeWeave will notify Customer before processing unless legally prohibited.

P.1.3 Required details. Before access to live Customer data, the Processing Details Schedule must identify the subject matter, nature and specific purposes, duration, people and data categories, sources, recipients and subprocessors, access countries, retention, security profile, incident contacts, and permitted instructions. Listing all possible product features is not sufficient. If unknown, use synthetic or properly redacted examples and do not commence the affected live processing. A future feature may be scoped during design without being activated.

P.2 Purpose limitation and Customer obligations

P.2.1 Specified purposes. Processing may be selected only for the relevant activity: reviewing specified account records for an operational audit, configuring named workflows, delivering specified training, importing and reconciling listed records, authenticating authorized users, storing and displaying contracted business records, operating identified data exchanges, providing a selected communication or AI operation, resolving support requests, or protecting the contracted service. The Schedule selects and describes actual purposes. No general reference to improving all services authorizes unrelated use.

P.2.2 Restrictions. TradeWeave shall not sell or share Customer personal information, use it for cross context behavioral advertising, retain, use, or disclose it outside the specified purposes or direct business relationship, or combine it with personal information from other customers or independent interactions, except to the extent expressly permitted by applicable law and the documented instructions. General model training, data brokerage, advertising audiences, and cross customer commercial analytics are not included by default. Source platform restrictions may prohibit an activity even where Customer would otherwise authorize it.

P.2.3 Customer duties. Customer shall provide accurate instructions, lawful access, necessary notices and permissions, appropriate access decisions, and information reasonably needed for rights requests. Customer shall not submit restricted data without the required separate agreement and controls. These duties do not excuse TradeWeave's independent obligations. Customer Data, including customer authored configuration content, remains Customer's information subject to applicable individual rights.

P.2.4 California contract requirements. Where the CCPA applies, TradeWeave shall provide the same level of privacy protection the law requires, comply with applicable service provider and contractor restrictions, and enable Customer to comply with applicable requests. TradeWeave certifies that it understands and will comply with those restrictions. Customer may take reasonable and appropriate steps to verify compliant use and, on notice, to stop and remediate unauthorized use. TradeWeave shall notify Customer when it determines that it can no longer comply. No agreement between the parties expands a statutory exception or eliminates a mandatory right.

P.3 Personnel and subprocessors

P.3.1 Personnel. Access is limited to personnel with a need to know, appropriate authorization, and enforceable confidentiality obligations. TradeWeave is responsible for its personnel and subcontracted performance under the Agreement. Production access shall not be granted merely because a person can access a development repository or prototype.

P.3.2 Initial providers. The Schedule or incorporated versioned provider list identifies the initial subprocessors by name, function, access location, data categories, and relevant retention. Customer authorizes those listed providers for those purposes. Customer selected independent platforms are identified separately from TradeWeave's subprocessors. No undisclosed assumption of United States only access, a particular hosting provider, or a model provider's zero retention setting is made.

P.3.3 Changes. TradeWeave shall give at least 15 calendar days' advance notice of a material subprocessor addition or replacement where practicable. If urgent security or continuity needs prevent advance notice, notice shall be prompt and the same substantive safeguards apply. Customer may object on reasonable documented data protection grounds within that notice period or promptly after urgent notice. The parties will seek an alternative. Affected data shall not be sent to the disputed provider until resolved where feasible. If no compliant alternative is available, either party may terminate the affected processing and services without an early termination penalty, with prepaid unused amounts refunded. Unaffected services continue.

P.3.4 Flow down. Each subprocessor must be bound before access by written purpose, confidentiality, security, assistance, retention, and deletion obligations at least as protective as applicable obligations here. This includes the relevant CCPA contract requirements and GDPR obligations where applicable. TradeWeave remains responsible for fulfillment of its subcontracted duties. A provider's standard terms do not silently expand Customer's permitted data uses.

P.4 Security and development controls

P.4.1 Baseline obligations. TradeWeave shall maintain reasonable administrative, technical, and physical safeguards appropriate to the data and risk. For systems it controls, this includes named access, least privilege, multifactor protection for privileged access where supported, secure secrets management, encryption in transit and appropriate encryption at rest, tenant and role separation, access revocation, security logging, vulnerability and patch management, incident procedures, and controlled deployment practices. Alternative controls for unsupported components must be documented. Specific certifications or independently audited controls are not represented without supporting evidence.

P.4.2 Design and testing. Prototypes use synthetic or properly redacted examples. Production records, credentials, payment details, and property access codes shall not be copied into design files or unauthorized development tools. Controlled testing with live data requires a specific necessity, access limits, approved environment, and deletion instruction. TradeWeave owns its design and engineering artifacts. Customer's right to verify safeguards does not create a general source code delivery right.

P.4.3 External access and sensitive fields. Before external users access live records, test organization, property, role, and attachment boundaries, removal and reassignment of users, and restricted financial information. Building access codes require restricted and masked display, protected storage, auditability, and revocation procedures. Such codes shall not appear in public links, SMS, push notifications, routine analytics logs, or AI inputs.

P.4.4 Production schedule. Before live operation, identify hosting and access locations, data flows, support and incident contacts, service hours, monitoring, backup frequency and verification, recovery objectives where promised, restore testing, rollback, and export. Do not promise an uptime percentage, fixed response time, or recovery guarantee without a populated and operationally approved schedule. Neither party may rely on the absence of a contractual SLA to avoid statutory security duties.

P.5 Incidents and cooperation

P.5.1 Notice. TradeWeave shall notify Customer without undue delay after becoming aware of unauthorized access, loss, disclosure, alteration, or destruction affecting Customer personal information. A shorter contractual or legal requirement controls, including any applicable duty of a data maintainer to notify the owner immediately upon discovery. Initial notice shall not wait for every fact or final attribution. The parties shall use the incident contacts in the Schedule and maintain an escalation path.

P.5.2 Response. TradeWeave shall provide available facts about affected systems and information, likely consequences, containment and corrective steps, and a contact, followed by material updates. It will preserve relevant evidence and cooperate with Customer's lawful notifications and mitigation. Neither party will issue an unauthorized notice in the other's name. Customer controls its own required notices, without limiting TradeWeave's independent legal duties. Notification is not an admission of fault.

P.6 Requests, assessments, and verification

P.6.1 Individual requests. TradeWeave shall promptly route requests concerning Customer controlled data to Customer and provide reasonable assistance with access, correction, deletion, portability, restriction, objections, and other applicable rights. It will not disclose Customer records to an unverified requester. Customer must provide sufficiently precise instructions. TradeWeave may respond directly when legally required or authorized by Customer.

P.6.2 Assessments and audits. TradeWeave shall provide information reasonably necessary to demonstrate compliance and cooperate with applicable privacy, cybersecurity, risk, automated decisionmaking, and impact assessments. It shall permit reasonable audits and inspections by Customer or a confidentially bound auditor, using evidence reviews first where adequate. Reasonable security and scheduling limits may protect other customers and

systems but cannot eliminate mandatory verification or remediation rights. A normal annual review limit does not restrict legally required review or review prompted by an incident or evidence of noncompliance.

P.6.3 Costs. Routine assistance is included. Substantial bespoke work not caused by TradeWeave's breach may be separately priced with advance approval. Mandatory assistance will not be withheld pending agreement on an additional fee, and TradeWeave will not charge Customer again for correcting its own breach. Only reports and certifications actually maintained may be represented as available.

P.7 Return, deletion, and retention

P.7.1 Active use and export. Customer may obtain its permitted data through the contracted export process while the relevant service is active and may request a standard machine readable export for 30 calendar days after that service ends. An export includes Customer records and content, not source code, schemas, software designs, proprietary development materials, or another customer's data. It must be reasonably usable and cannot omit Customer records merely because proprietary software stores them. Custom transformations or migration services may be separately priced. TradeWeave shall reasonably fulfill a timely standard export request before deletion.

P.7.2 Default deletion schedule. Unless a stricter lawful source or Customer schedule applies, delete Customer personal information from active service systems within 60 calendar days after the relevant service ends, and cycle protected backups out within 90 calendar days after active deletion. The 30 day export window is not a promise of continued production access. Customer may instruct earlier deletion, subject to verified authority and mandatory retention. The Schedule must confirm these controls can be met before processing begins.

P.7.3 Continuing services and exceptions. Ending one workstream does not require deletion of data still lawfully necessary for another active service. Required legal holds and minimal billing, security, and dispute records may be retained only for the necessary purpose and period, without continued ordinary use of terminated Customer records. Backups retained only for recovery shall not be restored for ordinary use, and prior deletion instructions shall be reapplied after restoration. TradeWeave shall provide confirmation of deletion on reasonable request.

P.7.4 Source limits. A shorter source platform deadline controls raw records and relevant derived copies, caches, embeddings, logs, exports, AI inputs and outputs, and backups as required by that source. No default in this Addendum authorizes retention that another binding permission prohibits. If an export is restricted, TradeWeave shall explain the restriction and seek a permitted alternative rather than promising an unauthorized transfer. Legal retention requirements control where a longer period is mandatory.

P.8 International processing and additional regimes

P.8.1 Locations. Processing countries, including remote support access, must be disclosed in the Schedule. An infrastructure region alone is not a promise that all access remains there. Customer instructions and legally required transfer safeguards govern cross border processing.

P.8.2 European and other requirements. Where GDPR or UK GDPR applies, this Addendum provides processor obligations but does not itself supply an international transfer mechanism. Before a restricted transfer, identify the lawful mechanism, complete and execute the appropriate official standard contractual clauses and annexes or other valid instrument, and complete necessary transfer assessments and supplementary measures. Select the correct controller to processor or processor to processor role. Do not assume certification or adequacy coverage without verification. Other local statutory schedules must be completed when required.

P.8.3 Restricted processing. Healthcare regulated data, biometric identification, consumer credit report data, children directed services, and consequential automated decisionmaking require review of the actual facts and any additional binding terms before activation. A software flag cannot establish legal compliance. The parties shall apply applicable law and notify each other of material changes relevant to authorized processing.

P.9 Processing Details Schedule template

This is completed from the Order and verified product facts. It does not require a new monthly signature. Material new purposes, restricted data, or expanded provider access require the applicable new authorization.

Required field	Information to record
Parties and roles	Customer, TradeWeave, and any upstream controller or reseller.
Service and purpose	Named workstream and specific processing operations.
People and data	Actual individuals, record categories, sensitive fields, and exclusions.
Source permissions	Platforms, accounts, permitted access, evidence owner, and limits.
Providers and countries	Versioned provider list, function, data, storage and remote access countries.
Security and incident contacts	Control profile, verified exceptions, and both incident contacts.

Required field	Information to record
Retention and export	Active data, backups, logs, AI copies, source overrides, format and method.
Duration and transfer mechanism	Relevant term, deletion trigger, and required international instruments.

End of Data Processing and Security Addendum. Contractual safeguards are obligations to implement, not a certification that every control already exists.