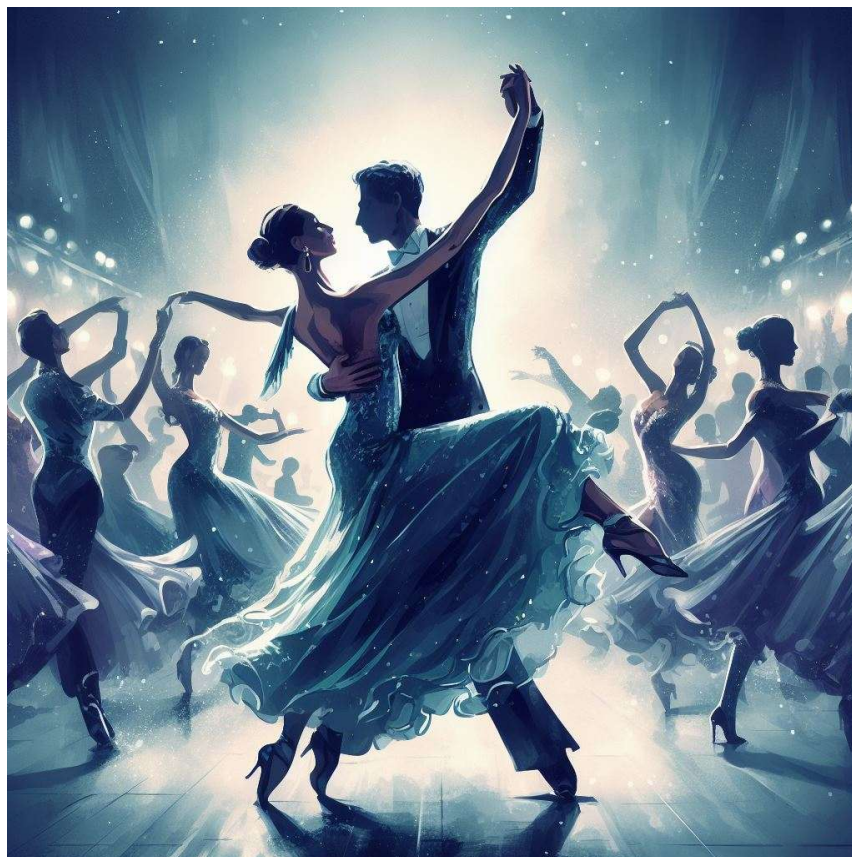


e-Ballroom Dance Studio Management Software as a Service Agreement



Studioware LLC

Revised 3 July 2026

support@e-ballroom.com

www.e-ballroom.com

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1. PARTIES

1.1 Provider ("Provider", "Studioware LLC", or "Supplier"): A Texas Limited Liability Company that provides the e-Ballroom Dance Studio Management software as a service.

1.2 Customer ("Customer"): The consumer of the service(s) provided by Studioware LLC.

1.3 Third-Party Payment Processor: An independent third party that provides credit card payment processing services integrated into the e-Ballroom software.

1.4 iOS/Apple App Store: The marketplace for iOS applications and services provided by Apple Inc.

2. BACKGROUND

2.1 Provider has developed software applications and platforms made available to subscribers via the internet on a subscription basis for the administrative management of ballroom and/or latin dance studios. This includes client management, payment recordkeeping, private lesson and group class scheduling, attendance tracking, contract/package management, payment processing (via third-party provider), and gift certificates.

2.2 Customer wishes to use Provider's service in its business operations.

2.3 Provider agrees to make the service available, and Customer agrees to take and pay for the service subject to the terms and conditions of this Agreement.

3. DEFINITIONS

3.1 The following definitions apply in this Agreement:

(a) "Authorized Users" means employees and agents of Customer authorized by Customer to use the Services.

(b) "Customer Data" means data inputted by Customer, Authorized Users, or Provider on Customer's behalf for using the Services.

(c) "Services" means the subscription services provided by Provider via e-ballroom.com, my.e-ballroom.com, kiosk.e-ballroom.com, e-Ballroom mobile/desktop applications, and any other notified interfaces or APIs.

(d) "Software" means the online software applications provided by Provider as part of the Services.

(e) "Subscription Fees" means the fees payable by Customer to Provider.

(f) "Malicious Activity" means any activity that prevents, impairs, or adversely affects the operation of the Services, including but not limited to denial of service, SQL injection, viruses, penetration testing without authorization, or abnormal usage intended to degrade performance.

(g) "Confidential Information" means non-public information disclosed by one party to the other, including pricing, technical information, business methods, and Customer Data (excluding aggregated/anonymized data owned by Provider).

4. USER SUBSCRIPTION AND FEES

4.1 Subscription Fees. Customer agrees to pay yearly or monthly Subscription Fees through an agreed payment method. Rates are published on www.e-ballroom.com for direct purchases. Separate pricing applies for subscriptions through the iOS/Apple App Store. Custom pricing agreements supersede published rates.

4.2 Billing and Auto-Renewal. Provider will bill at least three (3) days before expiration. Provider may adjust due dates for holidays/weekends. Customer may opt into automatic recurring payments.

4.3 Price Changes. Provider reserves the right to increase Subscription Fees. Provider will provide a minimum of thirty (30) days' notice prior to the end of the then-current subscription term. Provider may decrease rates or offer promotional pricing at any time (subject to additional terms).

4.4 Cancellation and Refunds. Customer may cancel at any time.

- a) **App Store Subscriptions:** No refunds. Access continues through the end of the paid term per Apple's policies.
- b) **Direct Purchases – Monthly:** Full refund if cancelled within two (2) business days of payment.
- c) **Direct Purchases – Annual:** Pro-rated refund for unused portion based on calendar days remaining.

4.5 Non-Payment and Data Access. Access is automatically disabled at midnight GMT on the due date. If payment is not received within thirty (30) days, Customer Data may be permanently removed. Restoration requires payment of all outstanding amounts plus a \$50 reconnection fee.

4.6 Uptime Guarantee. Provider targets 99% uptime for the Services (maximum ~6 hours 43 minutes unscheduled downtime per 31-day period). Scheduled maintenance does not count against this metric. If a third-party hosting provider causes failure to meet this target, Provider may, in its sole discretion, grant a subscription extension or pro-rated credit. Provider may extend subscriptions at any time for no additional charge.

4.7 SMS/Text Messaging (Optional Add-on). Billed in advance per use. Rates may change without notice due to third-party carrier costs. All SMS fees are non-refundable except for unused credits. Customer must obtain consent from its clients to receive texts. Customer is solely responsible for compliance with the Telephone Consumer Protection Act (TCPA) and all applicable state laws. Provider reserves the right to terminate SMS access at any time. Trial accounts may not use SMS or e-Signature features.

4.8 Integrated Payment Processing (Optional). Subject to separate terms of the third-party processor. Provider acts as sub-agent for initial coordination only. Customer releases Provider from all liability related to the third-party processor's services, APIs, or data handling.

4.9 Account Management. Customer is solely responsible for configuring instructor/guest/staff accounts, permissions, password policies, and timely termination of access.

4.10 e-Signatures / Document & Waiver Signatures (Optional Add-on). Requires an active e-Ballroom subscription. If the main subscription lapses, e-Signature access ends regardless of add-on term. Signed waivers are retained for at least 14 days after termination of the e-Ballroom subscription. Other signed documents are retained for a minimum of one (1) year while the subscription is active. Deletion of a

document does not immediately delete signature records (retained up to 6 months after marking as deleted or 14 days after subscription termination). Customer is solely responsible for ensuring all e-Signatures and waivers comply with the E-SIGN Act, UETA (or applicable state law), and laws governing minors and consent. Provider makes no representation regarding legal validity or enforceability of documents signed via the feature.

5. CUSTOMER SUPPORT

Provider does not provide 24x7 support. Support is available via phone, email, and pre-scheduled virtual meetings (e.g., Microsoft Teams or Zoom) at no additional charge for paid subscribers. Provider attempts to respond to voicemails and emails within forty-eight (48) business hours. Same-day callbacks are not guaranteed.

6. AUTHORIZED USE, PROHIBITED ACTIVITIES, AND RELEASE OF LIABILITY

6.1 Prohibited Conduct. Customer shall not engage in Malicious Activity or any activity that violates applicable law. Provider may disable access without liability for any material that breaches this clause.

6.2 Customer Responsibility for Security and Data. Customer acknowledges that use of the Services is at its own risk. Provider encrypts or hashes sensitive data (e.g., passwords), uses username/password authentication, claims-based authorization, auditing, and requires TLS/SSL for data in transit. Provider is not responsible for Customer's endpoints, networks, browsers, operating systems, or malicious browser extensions. Customer is solely responsible for maintaining the security of login credentials and for all data it inputs (including ensuring payment card information is entered only in designated PCI-compliant fields and never in free-text Notes fields).

6.3 No Sale of Customer Data. Provider will not sell or market Customer Data. Provider may examine Customer Data for quality assurance, feature development, or troubleshooting at Customer's request or as necessary to provide the Services.

6.4 No Reverse Engineering or Competitive Use. Customer shall not reverse engineer, disassemble, decompile, or create competing products or services using the Software or Services. All intellectual property rights in the Software and Services remain with Provider.

6.5 Acceptance of Terms. Use of the Services constitutes acceptance of this Agreement in its entirety.

6.6. e-Ballroom Related iOS Applications. Use of the e-Ballroom iOS app is also subject to Apple's Licensed Application End User License Agreement.

7. DATA RIGHTS AND INTELLECTUAL PROPERTY

7.1 Ownership of Customer Data. Customer retains all ownership rights in Customer Data.

7.2 License to Provider. Customer grants Provider a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license to access, use, process, store, copy, modify, and disclose Customer Data solely as necessary to: (a) provide and maintain the Services; (b) improve, enhance, and develop the Services and new features; and (c) create aggregated, anonymized, or de-identified data and analytics.

7.3 Ownership of Improvements and Aggregated Data. Provider exclusively owns all right, title, and interest in and to: (a) the Software and Services, including all improvements, enhancements,

modifications, updates, and derivative works (even if based on Customer feedback or suggestions); (b) all aggregated, anonymized, or de-identified data derived from Customer Data or usage of the Services; and (c) all intellectual property rights therein.

7.4 Feedback. Customer hereby irrevocably assigns to Provider all right, title, and interest in any feedback, suggestions, or ideas provided to Provider regarding the Services.

7.5 Confidentiality. Each party agrees to protect the other's Confidential Information with reasonable care and to use it only as permitted under this Agreement. Provider's pricing, technical architecture, and non-public features are Confidential Information of Provider.

8. LIMITATION OF LIABILITY

8.1 Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PROVIDER (OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PROVIDERS) BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, GOODWILL, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Liability Cap. PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER TO PROVIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO LIABILITY.

8.3 Exceptions. The limitations in Sections 8.1 and 8.2 shall not apply to Provider's gross negligence, willful misconduct, or fraud, or to Provider's indemnification obligations under Section 9 (to the extent applicable). The limitations apply regardless of whether any remedy fails of its essential purpose.

9. DISCLAIMER OF WARRANTIES

THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY, REPRESENTATION, OR STATEMENT NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE FOREGOING DISCLAIMER SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. INDEMNIFICATION

10.1 Indemnification by Customer. Customer shall defend, indemnify, and hold harmless Provider and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Customer's use of the Services in violation of this Agreement or applicable law; (b) Customer Data or

any content provided by Customer; (c) any claim that Customer Data or Customer's use of the Services infringes or misappropriates the rights of any third party; (d) any dispute between Customer and its clients, instructors, staff, or end users; and (e) any breach of Customer's representations, warranties, or obligations under this Agreement.

10.2 Limited Indemnification by Provider (IP Infringement). Provider shall defend, indemnify, and hold harmless Customer from third-party claims that the Software infringes a valid U.S. patent, copyright, or trademark, provided that: (i) Customer gives prompt written notice of the claim; (ii) Provider has sole control of the defense and settlement; and (iii) Customer provides reasonable cooperation at Provider's expense. If the Software is held to infringe, Provider may, at its option and expense: (A) procure for Customer the right to continue using the Software; (B) modify or replace the Software to make it non-infringing; or (C) terminate this Agreement and refund any prepaid fees on a pro-rata basis. THIS SECTION 10.2 STATES PROVIDER'S ENTIRE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY REGARDING INTELLECTUAL PROPERTY INFRINGEMENT.

11. CUSTOM PROGRAMMING

Custom programming or development services, if offered, are governed by a separate written agreement. Such agreement may modify provisions of this Agreement and will control in the event of conflict.

12. DATA BACKUPS AND RESTORATION

12.1 Provider performs daily full backups retained for at least one week, weekly full backups retained for one month, and monthly full backups retained for two months. Backup policies may be adjusted based on operational needs.

12.2 Upon Customer's written request, Provider will attempt to restore Customer Data from backup for a fee of \$250. Provider may, in its discretion, grant a subscription extension in connection with a restoration caused by a Provider-side failure.

12.3 Provider's backup and restoration obligations are limited to the scope described above. Customer remains responsible for maintaining its own copies of important data.

13. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay results from circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, epidemics, pandemics, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. Provider shall not be liable for downtime or failures caused by third-party hosting providers, internet service providers, payment processors, or SMS carriers.

14. ASSIGNMENT

Provider may assign or transfer this Agreement and any rights or obligations hereunder without Customer's consent. Customer may not assign or transfer this Agreement or any rights hereunder without Provider's prior written consent. Any attempted assignment in violation of this section is void.



This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

15. UPDATES TO THIS AGREEMENT

Provider reserves the right to modify this Agreement at any time. Material changes will be communicated to Customer via email or prominent notice on the Provider's website at least fifteen (15) days before the changes take effect. Customer's continued use of the Services after the effective date of any update constitutes acceptance of the revised Agreement.

16. PRIVACY POLICY

Provider's full Privacy Policy is available at <https://www.e-ballroom.com/PrivacyPolicy.pdf> and is incorporated by reference. In the event of conflict between this Agreement and the Privacy Policy, this Agreement controls.

17. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

17.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

17.2 Jurisdiction and Venue. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Kendall County or Bexar County, Texas. Each party irrevocably consents to the personal jurisdiction and venue of such courts.

17.3 Injunctive Relief. Notwithstanding the foregoing, Provider may seek temporary, preliminary, or permanent injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights, Confidential Information, or to prevent irreparable harm, without the necessity of posting a bond or proving actual damages.

17.4 Entire Agreement; Severability. This Agreement, together with any exhibits, schedules, and the Privacy Policy, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations, and understandings. If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

18. QUESTIONS OR CONCERNS

Any questions or concerns regarding this Agreement should be directed to support@e-ballroom.com.

19. COPYRIGHT AND INTELLECTUAL PROPERTY NOTICE

e-Ballroom, e-Ballroom.com, and all related software, documentation, and intellectual property are the exclusive property of Studioware LLC. All rights reserved.

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BY USING THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THIS AGREEMENT.

