

Effective Date: April 1, 2026

America's Software Corporation Software Subscription Terms and Conditions

This Agreement is entered into between **America's Software Corporation ("ASC")**, a South Carolina corporation, and the Customer identified on the applicable order form, invoice, purchase order, or renewal agreement. By logging into your account, Customer acknowledges your agreement with these terms and conditions. You are also agreeing to accept a non-exclusive, non-assignable right and license to use Taleval.com or OnlineDiscoveryPro.com. The use of our websites requires the payment of an annual hosting/support fee. Failure to pay the annual fee will result in termination of the right to access.

Data Retention:

For active customers, backups are performed daily and rotated every 7 days. Weekly backups are kept for 8 weeks. Monthly backups are kept for 3 months and no backups are saved beyond 3 months. Historical operational data may be archived or removed from active production systems after extended periods of age, generally exceeding 7 years.

For customers who discontinue services, customer data may be retained for up to 3 months following termination. Upon customer request, data may be deleted sooner. After the applicable retention period, customer data may be permanently deleted from production systems and routine backups in the normal course of business. System backups are maintained for disaster recovery and business continuity purposes only and are not intended to serve as a long-term archival or records retrieval system.

Customers are responsible for exporting or retaining any records they require for permanent institutional retention prior to termination of services.

Term; No Automatic Renewals. The term of the Agreement shall be for 1 year from the date of the order.

Cloud-Based Service (No Local Installation)

ASC provides TalEval and Discovery Pro as cloud-based, web-hosted applications. The software is hosted in a secure data center and is accessed by Customers via the internet. Customers access the software solely through a web browser. No software is installed on Customer systems, servers, or infrastructure. ASC does not operate or maintain any equipment at Customer locations and has no physical presence at Customer facilities.

Standard Terms

These Terms and Conditions govern all use of ASC services and supersede any conflicting terms unless expressly agreed to in writing by ASC.

State Registration

ASC is a South Carolina corporation providing remotely hosted software services to educational institutions throughout the United States. ASC does not register as a foreign corporation, maintain registered agents, obtain state business licenses, or establish physical business locations in states where it conducts limited business activity.

Security & Privacy Policies

ASC will not license, disclose, sell or otherwise share information gathered on or through Taleval.com & OnlineDiscoveryPro.com except by court order. The Customer owns its data.

Information Collection and Use

While using our Site, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to your name and phone number. We will never sell your data under any circumstance or provide it to any third parties.

Legal Requirements

Use and disclosure of student and patient records ("personal information") is subject to United States Federal and state regulation. Each Customer and each User agree to comply at all times with their respective obligations and regulations. While ASC provides a hosted platform for storage, retrieval and distribution of Customer information, making determinations on disclosure, sharing and distribution of information is solely the responsibility of Customers and Users of TalEval or Discovery Pro.

Effective Date: April 1, 2026

Software Access

You agree not to reverse engineer, decompile or otherwise attempt to uncover the source code. ASC reserves all rights to the Software. Except as expressly provided for in this section, this Agreement does not grant you any rights to the Software other than to use and all other rights are reserved by ASC. ASC provides this Software “as is” without warranty of any kind either express or implied, including but not limited to the implied warranties or conditions of merchantability or fitness for a particular purpose.

Records Access

Access to records will be strictly controlled by user names and passwords issued to individual Users of the Customer. You are responsible for maintaining the confidentiality of your user name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you. Customers shall not hold ASC responsible for loss or damage arising from unauthorized use of Users' password and/or authentication device, unless such unauthorized use is solely attributable to the gross negligence or willful misconduct of ASC.

Browsers, Equipment and Accessibility

We support access to student personal information to parents and students for review and correction. Customers and Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to ASC's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the Taleval.com & OnlineDiscoveryPro.com website.

Force Majeure

ASC shall not be liable for delays, interruptions, failures in performance, or data unavailability caused by events beyond its reasonable control, including natural disasters, fire, flood, earthquake, war, terrorism, civil unrest, pandemic, labor disputes, utility failures, internet outages, cyberattacks, or failures of third-party service providers.

Assignment

The Customer may not transfer or assign this agreement, in whole or in part, or delegate any of its duties hereunder, to a third party by change in control, operation of law, or otherwise, without the prior written consent of ASC.

Cookies

ASC uses cookies and similar technologies to maintain user sessions, authenticate users, improve security, and enhance site functionality.

Log Files

ASC maintains audit logs and system activity records for security, troubleshooting, compliance, and administrative purposes.

Misuse and Termination

Customer and its Users may not use the Services for any unlawful, fraudulent, harmful, or unauthorized purpose, including attempts to gain unauthorized access to ASC systems or data, transmission of malicious software, or interference with the operation of the Services.

ASC reserves the right to suspend or terminate access to the Services if these Terms and Conditions are materially violated. ASC may also terminate Services for nonpayment of undisputed fees that remain unpaid thirty (30) days after written notice to Customer. ASC will provide reasonable notice when practical to do so.

Software Changes or Modifications

ASC may change, modify, suspend, or discontinue any aspect of the Website at any time, including, without limitation, access policies, the availability of any Website feature. We reserve the right to change prospectively the amount of, or basis for determining, any fees or charges for the Website, and to institute new fees or charges for access to portions of the Website effective upon prior notice to Users by posting such changes on its web site, by pop-up screen or by sending e-mails to Users.

Effective Date: April 1, 2026

Notice of Changes to Privacy Policy

ASC reserves the right to make necessary changes to this Privacy Policy at any time and without prior notice. Any changes will be posted online without delay. We agree not to make material changes to privacy that are inconsistent with contractual requirements.

Disclaimers

The software, documentation, reports, and related materials provided by America's Software Corporation ("ASC") are provided on an "as-is" and "as-available" basis.

To the fullest extent permitted by applicable law, ASC disclaims all warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

ASC does not warrant that the software will operate uninterrupted or error-free, that all defects will be corrected, or that the software will meet every customer's requirements. While ASC employs reasonable administrative, technical, and physical safeguards to protect its systems and data, ASC does not warrant that the software or related services will be completely free from vulnerabilities, malicious code, or other harmful components.

ASC makes no warranty regarding the accuracy of data entered by users or third parties, nor does ASC warrant that reports or results generated from such data will be error-free. Customers are responsible for reviewing and validating information used for operational, academic, accreditation, or regulatory purposes. No oral or written information, advice, or recommendations provided by ASC or its representatives shall create any warranty not expressly stated in this Agreement.

Limitation of Liability

ASC shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to loss of data, loss of revenue, loss of profits, loss of business opportunity, or business interruption, arising out of or related to the use of, or inability to use, the software or services, even if ASC has been advised of the possibility of such damages. The software and services are provided on an "as is" and "as available" basis. ASC does not guarantee uninterrupted or error-free operation.

In no event shall ASC's aggregate liability arising out of or relating to the software or services, whether arising under contract, tort, statute, or any other legal theory, exceed two (2) times the fees paid by Customer during the twelve (12) months immediately preceding the event giving rise to the claim for access to Taleval.com and OnlineDiscoveryPro.com services.

ASC shall not be liable for any loss, corruption, or unavailability of data resulting from Customer actions, third-party services, internet outages, cyberattacks, force majeure events, or circumstances beyond ASC's reasonable control. The limitations set forth herein shall not apply to claims arising from gross negligence, willful misconduct, personal injury, or death.

Support Services

Support services are provided as part of the software subscription. While ASC strives to provide timely and helpful assistance, we do not guarantee response times or resolution times. Support methods, availability, and scope may be modified from time to time.

Jurisdictional Issues

ASC makes no representation that materials on Taleval.com & OnlineDiscoveryPro.com are appropriate or available for use in all locations. Those who choose to access Taleval.com & OnlineDiscoveryPro.com do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Breach of Security

Reporting of Suspected and Actual Breaches. ASC will notify Customer by telephone and email. In no event shall the report be made more than two (2) business days after a breach has occurred. Any breach may be grounds for immediate termination of this Agreement by the Customer. ASC will be responsible for costs directly resulting from a breach to the extent such breach is caused by our gross negligence or willful misconduct, and such responsibility shall be subject to the limitations of liability set forth in this Agreement.

Effective Date: April 1, 2026

Agreement

In the event any provision of this Agreement conflicts with the law under which this License Agreement is to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this License Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect. ASC may assign its rights and obligations under this Agreement and upon such assignment ASC may be relieved of any further obligation hereunder. You represent to ASC that you have the authority to subscribe to and/or use ASC according to the terms and conditions of this License Agreement.

All Users are entirely liable for all activities conducted through their account, and are responsible for ensuring that any other person who uses the account is aware of, and complies with, the terms of this Agreement. Each person who uses the account agrees to be bound by the terms of this Agreement, whether or not such person is a Member. You agree to notify us of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, Member's password or your account. You acknowledge that, although ASC agrees to use its best efforts to comply with and to ensure that its users, content providers, distributors and licensees comply with our Privacy Policy. If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password), you must promptly change your password and notify us of the problem by sending an email to taleval@icloud.com or by telephoning us at 1-800-467-1170.

Security and Data Protection

ASC maintains administrative, technical, and physical safeguards designed to protect Customer data against unauthorized access, disclosure, alteration, or loss. These safeguards include, but are not limited to, encryption, access controls, authentication measures, and system monitoring. Customer data is hosted in secure, professionally managed data center environments that implement industry-standard security practices. ASC may update or modify its security measures from time to time to address evolving technologies, threats, and industry best practices.

ASC makes reasonable efforts to limit the collection and storage of information to that necessary for operation of the software and delivery of services.

Accessibility

ASC is committed to providing software that is accessible to individuals with disabilities. TalEval and Discovery Pro are developed with consideration for recognized accessibility standards, including the Web Content Accessibility Guidelines (WCAG). Accessibility Conformance Reports (VPAT®) are available upon request. Customers who encounter accessibility barriers or require accessibility assistance may contact ASC at TalEval@icloud.com.

Customer data is hosted in secure, professionally managed data center environments that implement industry-standard security practices. ASC may update or modify its security measures from time to time to reflect evolving technologies and best practices.

America's Software Corporation

718 N. Alamosa Drive
Boiling Springs, SC 29316
800-467-1170