CutPlanner Terms of Service (TOS)

V. 1.0 Last Updated: December 31, 2025

This Terms of Service ("Agreement") is a legal agreement between Ainaco Inc., a Colorado company, DBA CutPlanner ("CutPlanner," "we," or "us") and the business entity or individual subscribing to our services ("Processor" or "you"). By using the CutPlanner platform, you agree to the following terms:

1. THE SERVICE

CutPlanner provides a cloud-based software-as-a-service (SaaS) platform designed for meat processors to manage cut sheets, orders, and production workflows. **By using CutPlanner you agree to these Terms of Service.**

2. SUBSCRIPTIONS & BILLING

- **Service Tiers:** CutPlanner services are provided in return for the fees based on the selected tier of service (CutSheets, BackOffice, or Operations).
- **Additional Services:** When additional services are developed, they may become available to you for a separate or additional one time or recurring fee.
- **Billing:** Fees are billed monthly in advance and are payable via a credit card, bank transfer, cash, or check, as agreed upon in writing. Automated recurring payment will ensure your uninterrupted access to your CutPlanner service. Payments are non-refundable except for cancellations within the first month of subscription, or where required by law.
- **Taxes:** You are responsible for any applicable sales or use taxes associated with your subscription.
- **Late Payments and Nonpayment:** The monthly fees are due on the 5th of each month, and become late on the 15th of each month. A 10% late fee will become due in addition to the monthly fee after the 15th of the month.
- **Suspension for Nonpayment:** Your CutPlanner account will be suspended on the last day of the month when the payment was late, unless the payment of the subscription fee and the late fee is received by the end of the month. You will lose access to your suspended account until the past due amount and the current month's fee are paid. Suspended accounts will be Terminated at the end of the month following the month of suspension.
- **Price Changes:** CutPlanner reserves the right to adjust pricing with at least thirty (30) days' written notice to the email address on file.

3. DATA OWNERSHIP & PORTABILITY

- **Processor Ownership:** You retain all rights, title, and interest in and to your data, including customer lists, cut sheets, and order history ("Customer Data").
- **License to Host:** You grant CutPlanner a limited, non-exclusive license to host and process your Customer Data solely to provide and improve the service. CutPlanner will not use your Customer Data for any purpose other than your own
- **Suspension Hold:** Your Customer Data will not be deleted solely due to temporary account suspension resulting from, but not limited to, a late or missing monthly payment, until your account is terminated.
- **Termination Export:** Upon termination of this Agreement, you may request a one-time export of your Customer Data (Orders, CutSheets, and Labels) in a standard digital format (e.g., CSV, XML, or PDF), within 30 days of the termination notification. After the Customer Data is delivered to you, or if you do not request the data in 30 days from the termination notification, CutPlanner will delete your account and its Customer Data permanently.

4. TERMINATION AND SUSPENSION

- **By Processor:** You may cancel your subscription at any time with 30 days' written notice.
- **By CutPlanner:** We may suspend or terminate your access to CutPlanner for non-payment or a material breach of these terms or the CutPlanner EULA.
- **Effect of Termination or Suspension:** Access to the CutPlanner platform and proprietary algorithms will cease immediately upon the final day of the billing cycle.

5. CHANGES TO THIS TOS

We may update these Terms of Service from time to time. We will notify you of any significant changes by posting the new TOS on our website, a message to your registered email address, and updating the "Last Updated" date on this document.

6. GOVERNING LAWS

This Agreement shall be governed by the laws of the State of Colorado. Any disputes shall be resolved in the state or federal courts located in Weld County, Colorado.

Data Processing Addendum

This Data Processing Addendum ("DPA") forms part of the Terms of Service between CutPlanner ("us") and the Processor ("you").

1. ROLES OF THE PARTIES

- **The Meat Processor** acts as the **Data Controller**. You are responsible for ensuring that you have the legal right to collect and process your customers' names, addresses, and contact info.
- **CutPlanner:** Acts as the **Data Processor**. We process that information only on your behalf and according to your instructions (e.g., to generate a cut sheet or an invoice).

2. DATA SUBJECTS & CATEGORIES

The data processed includes:

- **Subjects:** Customers of the Meat Processor (ranchers, retail customers).
- **Data Types:** Names, physical addresses (for delivery/billing), email addresses, phone numbers, livestock/cutting instructions, and related meat weight data and measurements.

3. SECURITY OBLIGATIONS

CutPlanner agrees to:

- **Confidentiality:** Ensure that any person or subcontractor authorized to process the data is under a strict duty of confidentiality.
- **Safety:** Implement appropriate technical and organizational measures to protect the data against unauthorized or unlawful access, accidental loss, or destruction.
- **Breach Notification:** In the unlikely event of a data breach, CutPlanner will notify the Processor within 72 hours after becoming aware of the incident.

4. DATA LOCATION

CutPlanner stores its data on servers located in the United States. Encrypted transaction data may traverse networks by providers with servers located elsewhere.

5. SUB-PROCESSORS

The Meat Processor gives CutPlanner general authorization to use sub-processors (such as Amazon Web Services for hosting the data, or Stripe for payments) to provide the service, provided they meet the same data protection standards.

6. RETURN OR DELETION

Upon termination of the service, CutPlanner will, at the choice of the Meat Processor, delete or return all customer data in its possession, as specified in the "Data Ownership and Portability" section of the Terms of Service.