

TrueClarity Terms of Service and End User License Agreement

FortivaAI, LLC · Last Updated: September 28, 2026

This Terms of Service and End User License Agreement (this "Agreement") is a legal agreement between you and FortivaAI, LLC for your use of TrueClarity. We wrote it in plain English on purpose. Please read it before you accept.

The short version — what this means for you

- TrueClarity is software made and owned by FortivaAI, LLC, a North Carolina company.
- You may use TrueClarity while your organization's agreement with us is active — as long as you follow the rules below.
- Our software belongs to us. Your data belongs to you and your organization.
- Keep your login private, and don't misuse the software.
- When you connect outside services (for example, QuickBooks), you authorize TrueClarity to access the data needed for that connection.
- We work hard to keep TrueClarity reliable. Even so, the software is provided "as is," our liability is limited, and North Carolina law governs this Agreement.

1. Who this Agreement is between; what it covers

This Agreement is between you and FortivaAI, LLC, a North Carolina limited liability company with its principal place of business in Wilmington, North Carolina ("FortivaAI," "we," "us," or "our").

It covers the TrueClarity platform — including its software, website, applications, connectors, and related services (together, "the Software").

If you accept this Agreement or use the Software for a company or another organization, you confirm that you are authorized to do so for that organization, and "you" includes that organization.

2. The license we give you

We give you a limited, non-exclusive, non-transferable license to use the Software for your organization's internal business purposes while your organization's service agreement with us is active.

In plain words: the license is for you and your organization only (we can license TrueClarity to other companies), you cannot hand it off to someone else, and it lasts only as long as your organization's agreement with us remains active. We keep every right we do not expressly give you in this Agreement.

3. Rules for using TrueClarity

You agree to:

- Use the Software lawfully and professionally.
- Keep your username, password, and other sign-in credentials private and secure.
- Keep your account information accurate.
- Follow any usage limits or policies your organization or your service agreement sets.

You agree not to:

- Copy, sell, rent, lease, or share the Software.
- Modify, reverse engineer, or attempt to discover the source code of the Software.
- Defeat or bypass security features or access controls.
- Upload viruses or other harmful code.
- Use the Software to break the law, infringe anyone's rights, or harm the service or other users.
- Attempt to view or change data that belongs to any other organization.

4. Your account

You must be at least 18 years old (or the age of majority where you live) to accept this Agreement.

Your organization manages access to TrueClarity. Its administrators decide who gets an account and what each person can see and do. Please tell us promptly if you believe your account or credentials have been misused.

5. Connectors and third-party services

TrueClarity can connect to outside services your organization uses — for example, Microsoft 365 (SharePoint, Outlook, Teams), Slack, ERP systems, and QuickBooks.

When you connect a service:

- You authorize TrueClarity to access the data covered by that connection, so it can provide its features (searching, organizing, reporting, and answering questions about that data).

- The outside provider's own terms and privacy policy also apply to your use of their service. (For QuickBooks, that is Intuit's terms and privacy policy.)
- You or your organization can disconnect the service at any time, which stops future access.

We access only the data a connection is authorized to share, and we handle it as described in our Privacy Policy. FortivaAI does not control third-party services and is not responsible for their availability, operation, security practices, or changes to their products, APIs, or terms. Intuit and QuickBooks are registered trademarks of Intuit Inc. Used with permission.

6. Who owns what

Ownership of the Software. The Software — including its code, design, features, text, and trademarks (including TrueClarity™) — is and remains the property of FortivaAI, LLC and its licensors. This Agreement does not sell you the Software; it gives you only the license described in Section 2.

Ownership of your data. All information that you or your organization places into TrueClarity, or connects to it, remains yours (or your organization's). We claim no ownership of it.

Feedback. If you send us ideas, suggestions, or feedback about the Software, you agree that we may use them to improve our products, without any obligation to you.

7. Your data and privacy

Our Privacy Policy, available at fortivaai.ai/privacy, explains how we collect, use, disclose, retain, and protect information in connection with TrueClarity. In short: we do not sell your data, and we do not use your organization's data to train general AI models.

8. Availability and changes to the Software

We work to keep TrueClarity available, reliable, and improving. We may update it, add or change features, or perform maintenance from time to time, and some updates may briefly interrupt service. Unless your organization's service agreement states otherwise, the Software is not guaranteed to be uninterrupted or free of errors.

9. Fees

Any fees for the Software are set in your organization's agreement or order with us. This Agreement itself does not create a payment obligation.

10. Ending this Agreement

You may stop using the Software at any time. We may suspend or end your license if you break this Agreement, if we are required to by law, or if your organization's service agreement ends.

When this Agreement ends, your right to use the Software stops immediately. The sections that should continue to apply after it ends — including Sections 6 (ownership), 11 (no warranties), 12 (limits on liability), and 14 (governing law) — will continue to apply.

11. No warranties

We provide the Software "as is" and "as available." To the fullest extent the law allows, we disclaim all warranties, express or implied — including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In plain words: we work hard on TrueClarity, but we cannot promise it will be perfect, error-free, or always available, and we do not make promises beyond what this Agreement says. TrueClarity helps people find, organize, and act on information — people remain responsible for their own decisions.

12. Limits on our liability

To the fullest extent the law allows:

- We are not liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, lost data, or business interruption, even if we were warned such damages were possible.
- Our total liability for all claims related to the Software will not exceed the amounts paid or payable for TrueClarity during the preceding 12 months. If your organization's signed service agreement with us has a different liability provision, that provision controls.

Some jurisdictions do not allow certain limits, so some of the above may not apply to you. Nothing in this Agreement limits any liability that North Carolina law does not allow to be limited.

13. Changes to this Agreement

We may update this Agreement from time to time. When we do, we will post the updated version with a new "Last Updated" date. If you keep using the Software after an update takes effect, that means you accept the updated Agreement. If you do not agree with an update, stop using the Software.

14. Governing law; where disputes are handled

This Agreement is governed by the laws of the State of North Carolina, without regard to its conflict-of-laws rules. You and FortivaAI both consent to the exclusive jurisdiction of the state and federal courts located in New Hanover County, North Carolina, for any dispute arising out of or relating to this Agreement or the Software.

15. General

- **Entire agreement.** This Agreement, together with your organization's service agreement with us (if any), is the entire agreement about the Software. If there is a conflict, the signed service agreement controls.
- **Severability.** If any part of this Agreement is found unenforceable, the rest stays in effect.
- **No waiver.** If we do not enforce a provision, that does not mean we give it up.
- **Assignment.** You may not transfer this Agreement to anyone else without our written permission.
- **Electronic acceptance.** Clicking "I agree" (or any similar button), or using the Software, counts as your electronic signature and acceptance of this Agreement — as valid as a handwritten signature under North Carolina's Uniform Electronic Transactions Act.

16. Contact us

Questions about this Agreement? Contact us:

FortivaAI, LLC · Wilmington, North Carolina · legal@fortivaai.ai

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