

FORESIGHT

Terms of Service

Effective Date: May 28, 2026

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These Terms of Service (these "Terms") govern your access to and use of the websites, software applications, application programming interfaces, online platforms, and related services (collectively, the "Services") provided by Forte Intelligence, LLC, a Delaware limited liability company ("Company," "we," "our," or "us"). These Terms apply to all products and services offered by Company, including any current or future applications, features, and tools made available through the Services.

By accessing or using the Services, or by completing a purchase or subscription through the Site, you agree to be bound by these Terms. The act of completing a purchase, clicking "Purchase Now," "Subscribe," or any similar button, or otherwise submitting payment through the Site constitutes your acceptance of these Terms and your entry into a binding subscription agreement with Company. If you are using the Services on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms, and references to "you" and "your" will refer to both you individually and the organization. If you do not agree to these Terms, do not access or use the Services.

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN AN ARBITRATION PROVISION AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS. BY AGREEING TO THESE TERMS, YOU AGREE TO RESOLVE MOST DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION OR REPRESENTATIVE PROCEEDING.

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1. Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where control means the ability to direct the affairs of an entity through ownership of voting interest, contract rights, or otherwise.

"Agreement" means these Terms of Service together with any Order Forms, supplemental terms, statements of work, or subsequent addenda or amendments hereto.

"Applications" means the specific product applications and related Content made available by Company from time to time for subscription by Customer for use through the Services, as set forth in an Order Form or the applicable purchase flow. Applications include enhancements and updates released during the subscription term.

"Confidential Information" means information or materials disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), including the Services, Applications, Content, Documentation, fees, and the terms of this Agreement.

"Content" means all proprietary data, business rules, algorithms, models, analytics, decision-support guidance, training materials, graphics, text, logos, trademarks, trade names, product names, user interface elements, the overall look and feel of the Applications, and any third-party software or content made available through the Services.

"Customer" or "You" means the individual or entity that has agreed to these Terms and subscribed for use of the Services.

"Customer Data" means all information, data, and content that is uploaded to, stored on, or generated through the use of the Applications by or on behalf of Customer, but does not include Anonymous Data (defined in Section 15.5).

"Documentation" means applicable user manuals, guides, and help materials available through the Services to Users as updated by Company from time to time.

"Order Form" means an individual purchase document, online purchase transaction, or subscription agreement entered into between Company and Customer that states the Services and Applications subscribed to, the associated fees, the subscription term, and other applicable terms, conditions, and restrictions.

"Seat License" means an individual user license entitling one (1) authorized User to access and use the Services. Each Seat License is personal to the assigned User and may not be shared or used by more than one individual .

"Services" means the online platforms, software, and related services hosted or provided by Company, consisting of one or more Applications selected and subscribed to by Customer, including any artificial intelligence or automated features, tools, and capabilities made available thereunder.

"Third Party Providers" means third-party licensors, service providers, or content providers that may provide certain portions of the Services.

"Usage Allowance" means any metered allocation of Service capacity (including, without limitation, minutes, credits, tokens, transactions, API calls, or other units of consumption) included with a subscription plan or purchased separately, as specified in the applicable Order Form or purchase flow.

"Users" means Customer's (a) employees and/or (b) consultants, contractors, or agents performing services to or on behalf of the Customer, who are authorized by Customer to use the Services and have been supplied user identifications and passwords.

2. Account Registration and Access

2.1 Account Creation

You must create an account with Company to access the Services. When creating an account, you must provide accurate, current, and complete information and keep it updated. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to notify Company immediately of any unauthorized use of your account or any other breach of security.

2.2 Eligibility

You must be at least eighteen (18) years of age or the minimum age required to consent to use the Services in your jurisdiction, whichever is higher. By using the Services, you represent and warrant that you meet this requirement.

2.3 User Accounts

Only Users authorized by Customer may use the Services. Customer shall register each User with Company. Company has the right to suspend any User's account in its sole discretion if it suspects the User information is inaccurate or not current, or for use of the Services in violation of these Terms. Individual User accounts may not be shared or used by more than one individual.

2.4 Entity Representation

If you use the Services on behalf of another person or entity: (a) all references to "you" throughout these Terms will include, and these Terms will be binding on, that person or entity; (b) you represent that you are authorized to accept these Terms on that person's or entity's behalf; and (c) in the event you violate these Terms, that person or entity shall be responsible to us.

3. Grant of Rights and Restrictions

3.1 Limited Right to Use

Subject to the terms and conditions of this Agreement, during the subscription term, Customer shall have a non-exclusive, revocable, non-transferable, non-sublicensable, limited right to access and use the Services solely for its internal business purposes and for no other purposes. All rights to use the Services, Applications, and Content are expressly stated herein, and Company reserves all other rights. There is no implied right to use the Services, Applications, or Content. Any breach of this Agreement by any User shall constitute a breach by the Customer.

3.2 Restrictions on Use

Customer and its Users shall not:

- License, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or use the Services to provide services for third parties.
- Include the Content in other software or databases, or access the Content or Services by automated means, including search engines, robots, spiders, crawlers, data mining tools, or any other software that aggregates access to the Services or Content.
- Combine the Services or Content with other content in knowledge banks, competing platforms, or through similar technologies.
- Modify, translate, reverse engineer, disassemble, decompile, create derivative works of, copy, distribute, publish, publicly display, transmit, or download for storage the Services, any Applications, or any Content obtained through the Services.
- Share, distribute, publish, or disclose any Content derived or obtained from the Services except to the extent necessary to use the Services for their intended purpose.
- Use the Services or any Content in any manner that violates any applicable law or regulation.
- Subscribe for or use the Services with the intent to build a competitive product or service, or to copy any ideas, features, functions, Content, or graphics of the Services.
- Violate or attempt to circumvent any security procedures of the Services or interfere with or disrupt the integrity or performance of the Services.
- Use the Services as a substitute for professional advice of any kind, including legal, medical, financial, or psychological advice.
- Submit, input, or introduce any virus, Trojan horse, worm, or other harmful component or code to the Services or any Company system.
- Use any outputs generated by the Services to develop products, models, or services that compete with Company or its licensors.
- Conduct security or vulnerability testing of the Services without Company's prior written consent.

3.3 Prohibited Conduct

Without limiting Section 3.2, Customer and its Users shall not use the Services, including any behavioral, psychological, or analytical capabilities thereof, to:

- Manipulate, coerce, deceive, or unduly influence any individual through the use of behavioral insights, profiles, or Outputs generated by the Services.
- Conduct surveillance or monitoring of any individual without such individual's knowledge and, where required by applicable law, consent.
- Discriminate against any individual or group on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, age, disability, veteran status, or any other characteristic protected by applicable law, including in connection with employment, housing, credit, insurance, or public accommodations.
- Harass, stalk, threaten, or intimidate any individual, whether or not informed by behavioral analysis or profiling capabilities of the Services.
- Profile, categorize, or score individuals for purposes unrelated to Customer's legitimate and authorized business use of the Services.
- Circumvent or assist in circumventing any applicable consent, notice, or authorization requirements related to the recording, analysis, or profiling of individuals.
- Use Outputs or behavioral data derived from the Services to make automated decisions that produce legal effects or similarly significant effects on individuals without meaningful human review.
- Engage in any activity using the Services that constitutes or facilitates fraud, identity theft, phishing, social engineering attacks, or any criminal offense under applicable law.

Company reserves the right to suspend or terminate Customer's access to the Services immediately and without prior notice upon becoming aware of any violation of this Section 3.3. Such termination shall be without liability to Company and shall not relieve Customer of its obligation to pay all fees accrued through the date of termination.

3.4 Modifications to the Services

Company reserves the right to modify, update, or discontinue any Application or feature of the Services at any time that it deems necessary or useful. Company shall provide Customer commercially reasonable notice of material changes. In the event Company removes features without providing replacement features having substantially similar functionality, Customer's sole remedy shall be the right to terminate the applicable subscription upon thirty (30) days' notice and receive a pro rata refund of any prepaid fees corresponding to the period after termination.

4. Subscriptions, Fees, and Payment

4.1 Formation of Subscription Agreement

By completing a purchase through the Site, you enter into a binding subscription agreement governed by these Terms. The subscription plans, features, Seat License quantities, Usage Allowances, pricing, and other commercial terms displayed on the Site at the time of your purchase (collectively, the "Purchase Terms") are incorporated into and form part of this Agreement by reference. In the event of a conflict between these Terms and the Purchase Terms, the Purchase Terms shall control with respect to pricing, plan-specific features, and Usage Allowance details. For enterprise customers who execute a separate Order Form, the Order Form shall control over both

the Purchase Terms and these Terms with respect to the subject matter addressed therein. Company reserves the right to update the Purchase Terms displayed on the Site at any time; however, changes to Purchase Terms will not affect existing subscriptions until the next Renewal Term.

4.2 Subscription Plans and Pricing

The Services are offered on a subscription basis. The specific Applications, features, number of Seat Licenses, Usage Allowances, and pricing included with your subscription will be as set forth in the Purchase Terms on the Site at the time of your purchase or in the applicable Order Form. Company may offer different subscription plans with varying feature sets, Usage Allowances, and pricing tiers. Company reserves the right to modify, add, or discontinue subscription plans at any time upon reasonable notice to existing subscribers.

4.3 Seat Licenses

Customer's subscription fee is based in part on the number of Seat Licenses purchased. Each Seat License is assigned to one (1) individual User and may not be shared, rotated, or time-shared among multiple users. A User may access the Services from multiple devices while occupying a single Seat License; however, multiple users accessing the Services require separate Seat Licenses regardless of the number of devices used. If Customer exceeds its Seat License limit, Company may automatically adjust Customer's subscription to include the additional Seat Licenses at the then-current per-seat price. Customer may reassign a Seat License to a different User, but may not reassign Seats for the purpose of time-sharing or rotating access.

4.4 Usage Allowances

Certain subscription plans include a Usage Allowance that may be pooled across all authorized Users on a Customer account, as specified in the applicable Order Form or purchase flow. Unless otherwise stated:

- Unused portions of a Usage Allowance do not roll over to subsequent subscription periods and expire at the end of each subscription period.
- Usage Allowances are non-transferable, non-assignable, have no cash value, and may not be sold, exchanged, or transferred to any other account.
- Company has no obligation to refund, credit, or compensate Customer for unused portions of a Usage Allowance.
- Company reserves the right to modify Usage Allowance allocations and the rate at which features consume Usage Allowances upon reasonable advance notice.

4.5 Prepaid Usage Packs

Company may offer prepaid blocks of additional Usage Allowance for purchase ("Usage Packs"), which may be available in predefined volume tiers with volume-based pricing. Usage Packs may be purchased as one-time transactions or as recurring subscriptions. Usage Pack terms, including pricing, volume, and renewal mechanics, are as described on the Site or in the applicable Order

Form at the time of purchase. Usage Packs are non-refundable once purchased and are subject to the same expiration and non-transferability rules as Usage Allowances described in Section 4.4.

4.6 Overages

If Customer's usage exceeds its Usage Allowance during a subscription period, overage charges may apply at the rate specified for Customer's subscription plan on the Site or in the applicable Order Form. Company may, at its discretion, apply soft usage controls, automatically upgrade Customer's subscription to the next available plan tier, or limit access to certain features until additional Usage Allowance is purchased. The applicable overage and usage control policies will be described on the Site or in the Order Form.

4.7 Auto-Renewal of Usage

Where enabled by Customer or set as the default for a subscription plan, Usage Allowances and Usage Packs may automatically renew at the beginning of each subscription period ("Auto-Refill"). Customer may modify or disable Auto-Refill through account settings at any time; however, changes may not take effect until the beginning of the next subscription period, and disabling Auto-Refill may result in service limitations if the Usage Allowance is exhausted.

4.8 Fees and Payment

In consideration for the right to use the Services, Customer agrees to pay Company the fees set forth in the applicable Order Form or as displayed during the online purchase flow. All fees are quoted and payable in U.S. Dollars unless otherwise specified. For enterprise customers with negotiated agreements, payment terms are net thirty (30) days from the date Customer receives an undisputed invoice. For online purchases, fees are charged to the designated payment method at the time of purchase or at the beginning of each subscription period.

4.9 Recurring Charges

When you purchase a subscription or enable Auto-Refill, you authorize Company (via its third-party payment processors) to charge your payment method on a recurring basis for the then-current fees, including subscription fees, Usage Pack fees, and any accrued overage charges. Recurring charges will continue until you cancel. For monthly subscriptions, Customer must cancel at least twenty-four (24) hours before the end of the current period. For annual or multi-year commitments, either party must provide not less than ninety (90) days' advance written notice of non-renewal.

4.10 Taxes

Unless Customer provides a valid tax exemption certificate, Customer shall be responsible for all taxes, duties, and governmental charges (including sales, use, withholding, excise, and value-added taxes) imposed on the transactions contemplated by this Agreement, excluding taxes based upon Company's net income.

4.11 Late Payment

Any undisputed amounts not paid when due shall be subject to late fees at the lesser of: (a) 1.5% per month; or (b) the highest rate permissible under applicable law. In the event legal action is necessary to collect on balances due, Customer will reimburse Company for all reasonable expenses incurred, including attorneys' fees.

4.12 Fee Changes

Company may increase fees for the Services from time to time. Unless otherwise provided in an Order Form, fees for renewal terms will increase by no more than the lesser of the change in the annual Consumer Price Index or five percent (5%). Company will provide at least thirty (30) days' advance notice of fee changes. Your continued use of the Services after a fee change takes effect constitutes your acceptance of the new fees.

4.13 Refunds

Except as expressly provided in this Agreement or where required by law, all payments are non-refundable. Prepaid Usage Packs are non-refundable once purchased. In the event of termination by Customer for Company's uncured material breach, Customer shall be entitled to a pro rata refund of prepaid subscription fees corresponding to the unused portion of the then-current subscription period.

5. Term, Renewal, and Termination

5.1 Term

This Agreement shall be effective as of the date you first accept these Terms or access the Services ("Effective Date") and shall continue for so long as Customer maintains a current subscription. The initial subscription term shall be as set forth in the applicable Order Form or as selected during the online purchase flow.

5.2 Automatic Renewal

AFTER THE INITIAL SUBSCRIPTION TERM AND UNLESS OTHERWISE PROVIDED IN AN ORDER FORM, EACH SUBSCRIPTION SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS OF THE SAME DURATION AS THE INITIAL TERM (EACH A "RENEWAL TERM") UNLESS EITHER PARTY PROVIDES NOTICE OF NON-RENEWAL IN ACCORDANCE WITH THE CANCELLATION REQUIREMENTS SPECIFIED IN THE ORDER FORM OR ON THE SITE. For monthly subscriptions, Customer must cancel at least twenty-four (24) hours before the end of the current period. For annual or multi-year commitments, either party must provide not less than ninety (90) days' advance written notice of non-renewal.

5.3 Termination by Customer

If Company is in material breach of this Agreement and fails to remedy the breach within thirty (30) days of written notification from Customer describing such breach in detail, Customer may terminate this Agreement for such material breach.

5.4 Termination by Company

Company may terminate this Agreement if: (a) Customer is in material breach that is not cured within thirty (30) days of written notice describing such breach in detail; (b) Customer develops, distributes, or licenses software or content that materially competes with the Services; or (c) Company discontinues an Application generally for its customers, in which case Company shall provide three (3) months' written notice.

5.5 Suspension

In the event of a breach by Customer, including failure to make undisputed payments or unauthorized use of the Services, which is not cured within fifteen (15) calendar days after written notice, Company reserves the right to suspend Customer's access to the Services.

5.6 Effect of Termination

Upon termination or expiration, Customer's right to access the Services will cease and any unused Usage Allowances will be forfeited. Company may, at its option, delete Customer Data following a reasonable data retrieval period of not less than thirty (30) days after termination. The provisions of Sections 4 (with respect to outstanding fees), 6 through 8, and 10 through 15 shall survive termination.

6. Customer Data and User Content

6.1 Ownership

As between Company and Customer, Customer retains all right, title, and interest in and to Customer Data. Customer grants Company a non-exclusive, worldwide license to use, process, and display Customer Data solely for the purpose of providing, maintaining, and improving the Services and supporting Customer's use of the Services.

6.2 Customer Responsibilities

Customer is solely responsible for: (a) the accuracy, quality, and legality of Customer Data; (b) the means by which Customer acquired Customer Data; (c) ensuring it has all necessary rights, consents, and legal authority to submit Customer Data to the Services, including any consents required under applicable recording, privacy, or data protection laws; and (d) all activities that occur under its account, including activities of its Users and Affiliates.

6.3 Prohibited Content

Customer shall not submit to the Services any content that: (a) is unlawful, defamatory, obscene, threatening, or invasive of privacy or publicity rights; (b) infringes any intellectual property or other proprietary right; (c) contains any viruses, malware, or other harmful code; or (d) includes protected health information as defined under applicable law, unless Customer has entered into a separate Business Associate Agreement with Company.

6.4 Data Processing

Company and its Affiliates, employees, agents, contractors, and vendors may process Customer Data in connection with providing the Services, to administer Customer's account, to respond to inquiries, to provide maintenance and support, to enhance the Services, and to develop new products and services. For business customers, these Terms incorporate by reference Company's Data Processing Addendum, if applicable.

6.5 Feedback

If you provide any questions, comments, suggestions, ideas, or other feedback about the Services ("Feedback"), you agree that Company may use such Feedback for any purpose without obligation or compensation to you. Company shall own all rights in any works or improvements based on Feedback.

7. Intellectual Property

7.1 Company Proprietary Rights

Company owns or licenses all right, title, and interest, including all intellectual property rights, in and to the Services, the Applications, the Content, the Documentation, and all related technology, software, hardware, products, processes, algorithms, user interfaces, know-how, trade secrets, techniques, designs, inventions, and other tangible or intangible technical material (collectively, the "Company Proprietary Rights"). Customer acknowledges the Services are provided as a service and not licensed or sold to Customer, and that no title or rights of ownership transfer to Customer under this Agreement. Customer shall not challenge or assist others in challenging the Company Proprietary Rights. Company and its Third Party Providers shall retain all rights not expressly granted hereunder.

7.2 Limited License

Subject to Customer's compliance with this Agreement, Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services solely for Customer's internal business use during the subscription term. Any use of the Services other than as specifically authorized herein is strictly prohibited and will terminate the license granted in this Section.

7.3 Trademarks

Company's name, logos, product and service names, slogans, and the look and feel of the Services are trademarks of Company. Customer is not granted a license to use Company's trademarks without prior written consent. All other trademarks appearing on or through the Services are the property of their respective owners.

8. Confidentiality

8.1 Obligations

The Receiving Party shall: (a) not use any Confidential Information for any purpose except exercising its rights or performing its obligations under this Agreement; (b) not disclose Confidential Information to any third party without the Disclosing Party's prior written consent, except to affiliates, employees, or contractors who have a legitimate need to know and are bound by obligations of confidentiality no less protective than those herein; and (c) protect Confidential Information with at least the same degree of care it uses for its own confidential information of similar importance, but in no event less than a reasonable degree of care.

8.2 Exceptions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) is lawfully obtained from a third party without an obligation of confidentiality; (c) is independently developed without use of or reliance upon the Disclosing Party's Confidential Information; or (d) was already in the Receiving Party's possession prior to disclosure, free of any obligation of confidence.

8.3 Required Disclosure

If the Receiving Party is required to disclose Confidential Information by law, court order, or governmental order, the Receiving Party must, to the extent legally permitted, provide the Disclosing Party with prior notice to afford an opportunity to seek a protective order, and shall limit disclosure to the minimum extent necessary to comply.

9. Artificial Intelligence and Automated Features

9.1 Availability

The Services may include or incorporate artificial intelligence, machine learning, and other automated features and tools ("AI Features"). AI Features may enable you to submit data, inputs, or other information ("Inputs") for the purpose of generating analyses, recommendations, profiles, insights, and other responses ("Outputs"). Company may add, modify, or discontinue AI Features at any time.

9.2 Accuracy and Reliance

AI Features rely on evolving technology and Customer-specific Inputs. Outputs may be inaccurate, incomplete, or biased and do not represent Company's views. Customer should treat Outputs only as a starting point and is solely responsible for verifying, interpreting, and evaluating Outputs before reliance or action. Even if Outputs appear accurate due to their detail or specificity, they may contain material inaccuracies.

9.3 No Professional Advice

COMPANY DOES NOT PROVIDE, AND THE AI FEATURES ARE NOT INTENDED TO PROVIDE, LEGAL, FINANCIAL, MEDICAL, PSYCHOLOGICAL, OR OTHER PROFESSIONAL ADVICE. THE AI FEATURES ARE INTENDED ONLY AS A SUPPLEMENT TO THE KNOWLEDGE AND PROFESSIONAL JUDGMENT OF QUALIFIED PROFESSIONALS. Customer and each User agree to exercise the highest degree of care when using Outputs and shall analyze such results in light of all other available information before making decisions. Customer assumes all risk for the use of Outputs in the conduct of its business.

9.4 Customer Data and AI Training

Company will not use Customer Data to train, retrain, fine-tune, or otherwise improve any generative artificial intelligence or machine learning models without Customer's express prior consent. Company may, however, collect or derive anonymized, aggregated usage data and statistical information from Customer's use of the AI Features for its internal business purposes, including analyzing, improving, and developing the Services.

9.5 Compliance Obligations

Customer is solely responsible for complying with all applicable laws and regulations in connection with its use of the AI Features, including without limitation laws governing recording consent, data protection, privacy, and the use of automated decision-making tools. Customer shall ensure that all necessary consents, notices, and authorizations required by applicable law are obtained prior to using the AI Features.

9.6 Similarity of Outputs

Due to the nature of artificial intelligence, Outputs generated for Customer may be similar to or the same as outputs generated for other users of the Services. Customer acknowledges this possibility and waives any claim based on the similarity of Outputs provided to different users.

10. Third-Party Software and Content

The Services may include third-party software and content subject to additional license terms from Third Party Providers. Each Third Party Provider has a proprietary interest in such software and

content and is a direct and intended beneficiary of this Agreement. The Services may also contain or provide links to third-party products, services, or content ("Third-Party Content"). Your use of any Third-Party Content is solely between you and the applicable third party, and Company is not responsible for any loss or damage arising therefrom. Third-party code utilized in connection with the Services may be subject to open-source licenses, and nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms of any applicable open-source license.

11. Warranty and Disclaimers

11.1 Limited Warranty

Company warrants that the Applications will operate in material conformance with the then-current Documentation for a period of ninety (90) days following the date the Application is first made available to Customer. This warranty does not apply if the Application: (a) has been altered or modified except by Company or its authorized representative; (b) has not been operated in accordance with the Documentation; or (c) is designated as a beta, preview, or early-access feature.

11.2 Exclusive Remedy

Customer's exclusive remedy for breach of the limited warranty shall be correction of the nonconformity. If Company is unable to correct the nonconformity within a commercially reasonable time, the Parties will mutually agree to either (a) extend the applicable subscription term at no additional cost, or (b) terminate the affected subscription and issue a pro rata refund of fees for the affected period.

11.3 Warranty Disclaimer

EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 11.1, THE SERVICES, APPLICATIONS, CONTENT, AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS THIRD PARTY PROVIDERS MAKE NO WARRANTY OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SECURITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES. COMPANY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

11.4 Data Security

Company maintains commercially reasonable information security measures appropriate to the nature of Customer Data and designed to safeguard against known or anticipated threats. CUSTOMER ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT COMPANY DOES NOT AND CANNOT GUARANTEE THAT THE SERVICES OR CUSTOMER DATA CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS.

12. Limitation of Liability

12.1 Damages Exclusion

EXCEPT FOR CUSTOMER'S BREACH OF SECTION 3 (GRANT OF RIGHTS AND RESTRICTIONS), IN NO EVENT SHALL EITHER PARTY OR THEIR AFFILIATES, AGENTS, SUBCONTRACTORS, LICENSORS, OR THIRD PARTY PROVIDERS HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, OR OTHER INDIRECT ECONOMIC DAMAGE, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY THEREOF OR SUCH DAMAGES WERE REASONABLY FORESEEABLE.

12.2 Liability Cap

EXCEPT FOR CUSTOMER'S BREACH OF SECTION 3 AND CUSTOMER'S OBLIGATION TO PAY ALL FEES DUE, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF (A) THE AMOUNTS PAID BY CUSTOMER TO COMPANY IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AND (B) ONE HUNDRED U.S. DOLLARS (\$100).

12.3 Basis of the Bargain

THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties, and Company's compensation reflects such allocations. These limitations apply regardless of the form of claim, whether in tort, contract, or otherwise.

13. Indemnification

13.1 By Company

Company agrees to defend Customer against any third-party claim that the Services infringe such third party's registered intellectual property rights, and to pay damages finally assessed by a court of competent jurisdiction, provided Customer: (a) notifies Company promptly in writing; (b) grants Company sole control of the defense and settlement; and (c) cooperates with Company's reasonable requests. Company shall have no obligation if the claim arises from: (i) use of the Services outside the scope of this Agreement; (ii) use in combination with non-Company products where the combination causes the infringement; or (iii) modification of the Services by any party other than Company. This Section states the sole and exclusive liability of Company for infringement or misappropriation of third-party rights.

13.2 By Customer

Customer shall indemnify and hold harmless Company and its Affiliates, officers, directors, employees, contractors, and agents from and against all claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from: (a) Customer's or its Users' use of the Services; (b) Customer Data or Feedback; (c) Customer's violation of this Agreement; (d) Customer's violation of any third-party rights, including applicable recording consent, privacy, and data protection laws; or (e) Customer's provision of services to its own clients using or in connection with the Services.

14. Dispute Resolution and Arbitration

14.1 Informal Resolution

Before initiating any formal proceeding, the parties agree to first attempt to resolve any dispute informally. The party asserting the dispute shall provide written notice describing the nature, basis, and specific relief sought. The parties shall negotiate in good faith for thirty (30) days from receipt of such notice ("Informal Resolution Period").

14.2 Binding Arbitration

Disputes not resolved during the Informal Resolution Period shall be resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its then-current Commercial Arbitration Rules, as modified by this Agreement. The arbitration shall be conducted by a single arbitrator, whose decision shall be final and binding and enforceable by any court of competent jurisdiction.

14.3 Class Action Waiver

YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

14.4 Opt-Out

You have the right to opt out of binding arbitration by sending written notice to Company within thirty (30) days of first agreeing to these Terms. The notice must include your full name, mailing address, email address, and a clear statement of your intent to opt out.

14.5 Equitable Relief

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction for claims related to intellectual property rights or Confidential Information, without the need to post any bond or show proof of monetary damages.

15. General Provisions

15.1 Governing Law and Venue

This Agreement shall be governed by the laws of the State of Delaware, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any action or proceeding shall be brought exclusively in the state or federal courts located in Delaware. Each party consents to personal jurisdiction in such courts and waives any objection to venue. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT.

15.2 Entire Agreement

This Agreement, together with all Order Forms, supplemental terms, and documents expressly incorporated by reference, constitutes the entire agreement between the parties and supersedes all prior agreements, representations, warranties, and understandings relating to the subject matter hereof. Any purchase order or similar document issued by Customer is for administrative convenience only and will have no legal effect.

15.3 Amendments

Company may revise these Terms at its discretion. If we make material changes, we will provide notice (such as by email or through the Services). Your continued use of the Services after updated Terms are posted constitutes your acceptance of the changes. If you do not accept updated Terms, you must stop using the Services.

15.4 Severability

If any provision of this Agreement is held to be illegal or unenforceable, such provision will be severed and replaced with a provision that most closely reflects the parties' intent, and the remainder of this Agreement shall continue in full force and effect.

15.5 Anonymous Data

Company may collect or create anonymized, de-identified, or aggregated information regarding Customer's and Users' use of the Services ("Anonymous Data"). Company owns the Anonymous Data and may use and disclose it for any lawful purpose.

15.6 Assignment

Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, except that either party may assign to an Affiliate or to a successor to its business, provided such assignee is not a competitor of the other party. Any attempted assignment in breach of this Section shall be void.

15.7 Independent Parties

The parties are independent contractors. Nothing in this Agreement creates an agency, partnership, joint venture, or employment relationship between the parties.

15.8 Force Majeure

Except for the obligation to pay fees, neither party shall be liable for failure or delay in performance caused by events beyond its reasonable control, including acts of God, government action, flood, fire, civil unrest, war, terrorism, labor strikes, cyberattacks, or failures of telecommunications or Internet service providers ("Force Majeure Event"). The affected party shall use reasonable efforts to notify the other party and mitigate the effects of the Force Majeure Event.

15.9 Export Controls

You are responsible for compliance with all applicable export controls and trade sanctions. You represent that you are not located in, or a national of, any U.S.-embargoed country, and that you are not listed on any U.S. government restricted party list.

15.10 Notices

Formal notices must be in writing and delivered by personal delivery, registered or certified mail, or nationally recognized overnight courier to the addresses set forth in the applicable Order Form or account registration. Company may provide operational notices by email or through the Services.

15.11 No Third-Party Beneficiaries

Except as expressly provided herein (including with respect to Third Party Providers and Company indemnitees), no third party is an intended beneficiary of this Agreement.

15.12 Publicity

Neither party will publish or distribute any marketing materials or press releases referencing the other party without prior written approval, which shall not be unreasonably withheld. Nothing herein prevents Company from distributing general marketing materials that do not identify Customer.

15.13 Waiver

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver thereof. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

15.14 Change in Laws

If any applicable law, rule, or regulation is enacted or interpreted in a manner that could conflict with this Agreement or have a material adverse impact on Company, the parties shall negotiate in good faith to amend this Agreement. If they are unable to agree within thirty (30) days, either party may terminate this Agreement upon written notice.

15.15 Electronic Acceptance

This Agreement may be accepted electronically. Electronic signatures and electronically transmitted documents are binding. Communications and transactions between Company and Customer may be conducted electronically.

15.16 Contact Information

If you have questions about these Terms or the Services, please contact us at:

Email: contact@forteintelligence.io

Support: support@forteintelligence.io

Mail: Forte Intelligence, LLC, 8438 S. Gad Way, Sandy, Utah 84083