

End User License Agreement

Forte by Merevie™

Governing Entity: Merevie LLC ·

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1. Agreement & Acceptance

This End User License Agreement (“Agreement” or “EULA”) is a legally binding agreement between you (“User,” “you,” or “your”) and Merevie LLC (“Merevie,” “we,” “us,” or “our”). It governs your individual access to and use of the Forte by Merevie™ platform, including all tools, applications, toolkits, frameworks, AI-connected features, downloadable content, and associated materials (collectively, the “Platform”).

By clicking “I Agree,” checking an acceptance box, or accessing any portion of the Platform for the first time, you acknowledge that you have read, understood, and agree to be bound by this Agreement in its entirety. This Agreement takes effect at the moment of your first login and remains in effect for the duration of your access to the Platform.

If you do not agree to the terms of this Agreement, you may not access or use the Platform. If you believe you have received access in error or do not wish to accept these terms, please contact your organization’s administrator or Merevie LLC at fortebymerevie@merevie.com before proceeding.

2. Who You Are — Named User Requirement

Your access to the Platform is granted as a named, individual seat holder. Your seat is assigned to you personally and may not be shared with, transferred to, or used by any other person for any reason.

By accepting this Agreement, you represent and warrant that:

- You are the specific individual to whom this seat has been assigned;
- You are at least 18 years of age;
- You have the legal capacity to enter into this Agreement;
- You will not permit any other person to access the Platform using your credentials;
- You will notify your organization’s administrator or Merevie LLC promptly if you become aware of any unauthorized use of your account.

Merevie LLC reserves the right to suspend or terminate access upon a reasonable determination that a seat is being shared or used by more than one individual, or otherwise when any of the representations above are not satisfied.

3. Definitions

- **“Platform”** means the Forte by Merevie™ suite of applications, toolkits, AI-connected tools, frameworks, downloadable reference materials, and associated content made available through merevie.com and its subdomains.
- **“User”** means the specific, named individual who has been granted a seat and is accessing the Platform under this Agreement.

- **“Subscriber”** means the individual or organization that purchased the subscription under which this seat was provisioned.
- **“Seat”** means a single licensed access to the Platform granted to one named individual.
- **“BYOK”** means the Bring Your Own Key model under which Users supply their own third-party AI provider API key to enable AI-connected features within the Platform.
- **“AI Output”** means any text, recommendation, script, framework application, or other content generated through the Platform’s AI-connected tools using a large language model.
- **“Downloadable Content”** means any reference documents, toolkits, frameworks, templates, or other materials made available for download or export through the Platform.
- **“Proprietary Frameworks”** means the GROW conversation model, The Success Standard, the Check-In Frame-Up, the PIVOT framework, the Inform/Consult/Co-create framework, and all other frameworks, methodologies, and tools developed by and attributed to Merevie LLC.

4. License Grant & Restrictions

Subject to your compliance with this Agreement, Merevie LLC grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform solely for your internal professional development during your active subscription term.

This license is granted to you as an individual. It does not extend to any other person, team, organization, or entity. This license does not permit you to:

- Share your login credentials or seat access with any other person;
- Download, copy, reproduce, or distribute Platform content for any purpose other than your own internal professional use;

- Use Platform content, frameworks, prompts, or AI Output to develop competing products, services, or training materials;
 - Modify, adapt, translate, or create derivative works based on any Platform content or Proprietary Framework;
 - Reverse-engineer, decompile, or attempt to extract the source code, AI prompts, or system instructions underlying the Platform;
 - Use the Platform for any commercial purpose other than your own internal professional use as a named seat holder.
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5. AI-Generated Output Disclaimer

The Platform incorporates artificial intelligence features designed to support your professional judgment in HR and management contexts. The following terms govern your use of these features and apply to all AI Output generated through the Platform.

IMPORTANT – PLEASE READ

This toolset presents outputs based on inferences generated by artificial intelligence (AI), particularly third-party large language models (LLMs). Such outputs can contain errors and may vary from one instance to another. Accordingly, the output from the tools should be treated as informational only. You as the user are solely responsible for independently reviewing any outputs to assess their validity or usefulness.

AI Output generated through the Platform:

- Is intended to support and inform your professional judgment – not to replace it;
- Does not constitute legal advice, HR legal guidance, employment law counsel, or professional advice of any kind;

- May not account for jurisdiction-specific laws, regulations, collective bargaining agreements, organizational policies, or the specific facts of a given situation;
- Should be reviewed by qualified HR professionals, employment counsel, or other appropriate professionals before being used to inform any consequential action;
- May vary in content, tone, or recommendations across separate uses, even when similar or identical inputs are provided.

Merevie LLC does not warrant the accuracy, completeness, fitness for purpose, or reliability of any AI Output. You assume sole responsibility for any decisions made, actions taken, or outcomes resulting from your use of AI Output. Merevie LLC expressly disclaims all liability for any harm, loss, or consequence arising from reliance on AI Output.

6. Not a Decision-Making Tool

The Platform is designed exclusively as an ideation tool to support reflection, preparation, and professional judgment. It is not a decision-making tool and is not intended to be used as a basis for employment decisions of any kind.

You expressly agree that you will not use the Platform or any AI Output as a basis for, or as a factor in, any employment decision, including but not limited to decisions regarding hiring, termination, discipline, performance ratings, compensation, promotion, demotion, assignment, or any other action that affects the terms or conditions of a person's employment.

Any use of AI Output in connection with an employment decision is expressly outside the intended and permitted use of the Platform and is undertaken solely at your own risk. Merevie LLC expressly disclaims all liability for any employment decision made in whole or in part on the basis of AI Output, and you agree to indemnify Merevie LLC for any claim arising from such use as set forth in Section 17.

7. BYOK — API Key Policy

Forte by Merevie™ operates on a Bring Your Own Key (“BYOK”) model. To access AI-connected features within the Platform, you must supply a valid API key from a supported third-party AI provider (e.g., Anthropic).

By using the BYOK model, you acknowledge and agree that:

- Your API key is stored exclusively in your browser’s local storage on your own device and is never transmitted to, stored on, logged by, or accessible to Merevie LLC servers;
- You are solely responsible for obtaining, maintaining, and securing your API key in accordance with your AI provider’s terms of service;
- You are solely responsible for all costs, charges, and usage associated with your API key and your AI provider account;
- Merevie LLC is not responsible for any unauthorized access to or misuse of your API key;
- You will not share your API key with others or use it in a manner that violates your AI provider’s terms.

Merevie LLC does not endorse, warrant, or take responsibility for the performance, availability, or output of any third-party AI provider. Your use of a third-party AI provider is subject to that provider’s own terms of service and privacy policy.

8. Data, Privacy & Local Storage

Forte by Merevie™ is designed with the privacy and confidentiality needs of HR professionals in mind. The Platform’s data architecture reflects the sensitive nature of the professional situations in which it is used.

- **Local storage only.** All session data, draft content, situation notes, and AI Output generated during your use of the Platform are stored exclusively in your browser’s local storage on your own device. This data is not transmitted to or retained on Merevie LLC servers.

- **Auto-expiration.** Locally stored session data expires automatically after fourteen (14) days. You are responsible for saving or exporting any content you wish to retain beyond that period.
- **No saved outputs.** The Platform does not retain, store, or log your AI Output or session content on Merevie LLC servers. You are responsible for managing any content you generate and Merevie LLC is not responsible for the loss, corruption, or deletion of such content.
- **Exported and downloaded content.** Any content you export or download from the Platform is plain and unbranded. Exported and downloaded content is your responsibility.
- **Account data.** Merevie LLC collects and stores the information necessary to administer your account, which may include but is not limited to your name, email address, generic access statistics and metadata such as usage dates, times, durations, associated Internet Protocol (IP) address(s), browser name and version, and subscription status, in accordance with our Privacy Policy..
- **Your responsibility.** You are responsible for ensuring that your use of the Platform complies with all applicable data protection, privacy, and employment laws within your jurisdiction, including any obligations relating to the handling of information about the individuals you work with.

9. Intellectual Property

All content, tools, applications, frameworks, methodologies, conversation models, scripts, prompts, downloadable reference materials, and written materials available through the Platform are the exclusive intellectual property of Merevie LLC and are protected by applicable copyright, trademark, and other intellectual property laws.

Merevie® is a registered trademark of Merevie LLC. Forte by Merevie™ is a common law trademark of Merevie LLC. The GROW conversation model, The Success Standard, the Check-In Frame-Up, the PIVOT framework, the Inform/Consult/Co-create framework, and

all other Proprietary Frameworks are the sole property of Merevie LLC. Unauthorized reproduction, distribution, adaptation, or commercial use of any Platform content or Proprietary Framework is strictly prohibited.

This Agreement grants you a limited personal license to access and use Platform content for your own internal professional purposes only, as set forth in Section 4. No ownership interest in any Platform content, Downloadable Content, or Proprietary Framework is transferred to you by virtue of your access.

Content you generate using the Platform — meaning your own inputs and any AI Output produced from those inputs — remains your property. You grant Merevie LLC no license or rights in such content.

10. Downloadable Content & No Refunds

The Platform provides immediate access upon login to proprietary Downloadable Content, including toolkit reference documents, frameworks, templates, and other materials that embody Merevie LLC's intellectual property. Because this content is accessible and downloadable immediately upon activation of your seat, no refunds will be issued under any circumstances, including cancellation, non-use, dissatisfaction, or any other reason.

The act of accessing the Platform or downloading any content constitutes use of the license for which fees have been paid and are non-refundable. This policy exists to protect Merevie LLC's proprietary content and intellectual property. Exceptions will not be made on a discretionary basis. Refunds will only be issued where expressly required by applicable law.

By accepting this Agreement, you acknowledge that you have been informed of this no-refund policy prior to accessing the Platform and that you accept it as a condition of use.

11. Prohibited Uses

You agree not to use the Platform in any manner that:

- Violates any applicable federal, state, local, or international law or regulation;
- Infringes or misappropriates the intellectual property rights of Merevie LLC or any third party;
- Involves sharing your seat access, login credentials, or downloaded content with any other person;
- Involves redistributing, reselling, sublicensing, or making Platform content available to any other person or organization;
- Involves using AI Output as a basis for or factor in any employment decision;
- Involves scraping, data mining, or systematic extraction of Platform content;
- Involves the use of automated tools, bots, or scripts to access or interact with the Platform;
- Attempts to reverse-engineer, decompile, or otherwise extract the source code, prompts, or AI system instructions underlying the Platform;
- Is designed to harass, harm, or discriminate against any individual or group;
- Involves impersonating any person or entity or misrepresenting your identity or affiliation;
- Introduces malware, viruses, or other harmful code into the Platform.

Merevie LLC reserves the right to suspend or terminate your access immediately and without notice upon a reasonable determination that a prohibited use has occurred.

12. Geographic Restrictions & Jurisdictional Limitations

The Platform is intended for use within the United States only. Use of the Platform outside the United States is expressly prohibited.

Restricted Jurisdictions. The Platform may not be used by or on behalf of employees or team members located in the State of California, the State of Colorado, New York or Massachusetts. Use of the Platform in connection with individuals located in these jurisdictions is expressly prohibited.

By accepting this Agreement, you represent and warrant that: (a) you are located in the United States; and (b) you are not using the Platform by or on behalf of any individual located in any of the Restricted Jurisdictions or outside the United States. Merevie LLC reserves the right to block access from users upon a reasonable determination that usage is occurring within or in relation to any of the Restricted Jurisdictions.

Any use of the Platform in violation of these geographic restrictions is done solely at your own risk. Merevie LLC expressly disclaims all liability for any harm, loss, claim, penalty, or regulatory action arising from use outside these terms, and you agree to indemnify Merevie LLC from any such claim as set forth in Section 17.

13. Employee Disclosure Responsibility

Where required by applicable law, you and your organization are solely responsible for disclosing to employees and team members that artificial intelligence is being used in connection with HR and management practices. Merevie LLC recommends that all users proactively inform their employees and team members that AI-assisted tools are in use, regardless of whether disclosure is legally required in their jurisdiction.

This disclosure obligation rests entirely with you and your organization. Merevie LLC has no visibility into your workforce, the individuals you work with, or how you use the Platform, and bears no responsibility for any failure to make required or recommended disclosures. You agree to indemnify Merevie LLC for any claim arising from your failure to make required disclosures as set forth in Section 17.

14. Third-Party AI Provider Dependency

The AI-connected features of the Platform depend on the availability of third-party large language model (LLM) providers. Merevie LLC does not control the availability, continuity, or performance of any third-party LLM provider or API service.

In the event that a third-party LLM provider becomes unavailable, discontinues service, changes its API, or is otherwise no longer accessible — whether temporarily or permanently — the AI-connected features of the Platform may become partially or fully inoperable. Merevie LLC is not responsible for any such unavailability and will not adjust, reduce, refund, or prorate subscription fees as a result.

Your access to the Platform is subject to third-party dependencies outside of Merevie LLC's control. Merevie LLC will make reasonable efforts to communicate known disruptions but makes no guarantee of AI-connected feature availability.

15. Disclaimer of Warranties

THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MEREVIE LLC EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Merevie LLC does not warrant that the Platform will be uninterrupted, error-free, or free of viruses or other harmful components. Merevie LLC does not warrant the accuracy, reliability, completeness, or timeliness of any content, Downloadable Content, or AI Output provided through the Platform. Your use of the Platform is at your sole risk.

16. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MEREVIE LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES – INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE GOODS OR SERVICES – ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM, ANY AI OUTPUT, ANY DOWNLOADABLE CONTENT, OR ANY CONTENT OR SERVICES AVAILABLE THROUGH THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF MEREVIE LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL MEREVIE LLC'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID FOR YOUR SEAT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

17. Indemnification

You agree to indemnify, defend, and hold harmless Merevie LLC, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Platform; (b) your violation of this Agreement; (c) your violation of any applicable law or regulation; (d) any decisions, actions, or outcomes resulting from your reliance on AI Output; (e) any employment decision made in whole or in part on the basis of AI Output generated through the Platform; (f) any use of the Platform in violation of the geographic restrictions set forth in Section 12, including use by or on behalf of individuals located in the Restricted Jurisdictions identified therein, or otherwise outside the United States; (g) your failure to make required or recommended disclosures to employees or team members regarding the use of AI; or (h) any claim by a third party arising from your use of the Platform.

18. Termination

This Agreement and your license to access the Platform terminate automatically upon the expiration or cancellation of your subscription, or upon termination of the Subscriber Agreement under which your seat was provisioned. Sections 5, 6, 9, 10, 15, 16, 17, 19, 20, and 22 survive termination of this Agreement.

Merevie LLC may also suspend or terminate your individual access at any time, with or without notice, for any reason, including but not limited to your breach of this Agreement, conduct that Merevie LLC determines, in its sole discretion, to be harmful to the Platform, other users, or Merevie LLC, or at the direction of the Subscriber organization that provisioned your seat.

Upon termination: (a) your license to access the Platform immediately terminates; (b) you must cease all use of the Platform, all Downloadable Content, and any Proprietary Frameworks; (c) all locally stored session data will remain on your device and is your responsibility to manage.

19. Relationship to Subscriber Agreement

This EULA governs your individual rights and obligations as an end user of the Platform. It exists alongside, and does not replace, the Subscriber Agreement entered into by the organization or individual that purchased your seat.

In the event of a conflict between this EULA and the Subscriber Agreement on any matter relating to your individual use of the Platform, this EULA controls. In the event of a conflict on any matter relating to the subscription, billing, or organizational terms, the Subscriber Agreement controls.

If your access to the Platform was provisioned by an organization, that organization may have additional policies governing your use of the Platform. You are responsible for complying with any such policies. Merevie LLC is not a party to any agreement between you and your organization regarding use of the Platform.

20. Governing Law & Disputes

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law provisions.

Any dispute arising out of or related to this Agreement or your use of the Platform shall first be subject to good-faith informal resolution efforts initiated by written notice to Merevie LLC. If the dispute is not resolved within thirty (30) days, the parties agree to submit to binding arbitration in accordance with Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of competent jurisdiction to protect intellectual property rights or prevent irreparable harm.

21. Modifications to This Agreement

Merevie LLC reserves the right to modify this Agreement at any time. We will provide notice of material changes by posting the updated Agreement on the Platform and updating the effective date. You may be required to review and re-accept this Agreement upon login following a material modification.

Your continued use of the Platform after the effective date of any modification constitutes your acceptance of the updated Agreement. If you do not agree to a modification, you must discontinue use of the Platform.

22. Severability

In the event a section or provision of this Agreement is deemed unenforceable or invalid, the remainder of this Agreement shall remain legally binding

23. Contact

Questions about this Agreement or the Platform may be directed to:

Merevie LLC

324 S. Main Street, Suite 220

Stillwater, MN 55082

fortebymerevie@merevie.com

merevie.com

USER ACKNOWLEDGMENT & ACCEPTANCE

Before accessing the Platform for the first time, please confirm each of the following by checking the box. You may not proceed without completing all acknowledgments.

- I have read and understand this End User License Agreement in its entirety and agree to be bound by its terms.
- I am the named individual to whom this seat has been assigned. I will not share my login credentials or seat access with any other person.
- I understand that the Platform is a thinking partner only. I will not use the Platform or any AI Output as a basis for or factor in any employment decision.
- I understand that AI Output may contain errors, may vary across uses, and must be treated as informational only. I am solely responsible for independently reviewing any AI Output.
- I confirm that I am located in the United States and that I am not using the Platform by or on behalf of any individual located in California, Colorado, Massachusetts or New York.
- I understand that all subscription fees are non-refundable due to the Platform's immediate provision of access to proprietary downloadable content.
- I understand that it is my responsibility to disclose to employees and team members that AI-assisted tools are in use, where required or recommended.

Full Name (Print)

Date

Organization (if applicable)

Email Address