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Terms of Use

Last updated on June 30, 2020

This license and terms of service constitutes an agreement between (“You”) and TRUE Ltd., 3944 Airway Cir, Clearwater, FL 33762, which is the owner and operator of the Solution and Services. This agreement shall govern your use of the service, site, subsidiaries and affiliates. By using any of the Solution and Services provided by TRUE Ltd., the site or by registering with either, you signify that you agree to this license and terms of service, including your agreement to receive notices from and otherwise transact with TRUE Ltd. electronically. You further agree that you consent to the information practices disclosed in the TRUE Ltd. Privacy Policy (The “Privacy Policy”), which is incorporated herein by reference. Please note that, as more fully provided below, TRUE Ltd. offers the Solution and Services “AS IS” or as agreed in the scope of work.

1. ACCEPTANCE OF TERMS

TRUE Ltd. provides our Solution and Services to you under and subject to the most recent version of this Agreement. We may update this Agreement at any time, without prior notice to you, by posting a new version at <http://www.constructtrue.com>. The latest Agreement will be posted on the Site for your review before using the Service. If you do not agree with all the terms and conditions of this Agreement, you must cease using the Solution and Services; your continued use of the Solution and Services will signify your acceptance of this Agreement.

2. DEFINITIONS.

Solution and Services

“TRUE” means all materials associated with the TRUE brand including TRUE Enterprise, TRUE Contractor, TRUE Job, and all associated apps.

“*Application*” means TRUE Enterprise, TRUE Contractor and/or TRUE Job for Apple OS X, Microsoft Windows, Apple iOS, and any web-based service.

“*Agreement*” means the entire content of this document and together with any other Supplement, Exhibits, or additional Schedules as may be attached hereto and incorporated herein by reference.

“*Client Content*” means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Solution.

“*Copyrights*” means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

“*Solution*” means the services and work product, as mutually agreed upon by Client and Developer, to be delivered by Developer to Client, in the form and media specified in Scope of Work.

“*Developer Tools*” means all developer tools developed and/or utilized by Developer in performing the Services, including, without limitation, pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions (whether or not patentable), and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.



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“Final Solution” means all creative content developed or created by Developer, or commissioned by Developer, exclusively for the Project and incorporated into and delivered as part of the Solution, including, but not limited to, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and Developer’s selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials, and as approved and accepted by Client.

“Preliminary Works” means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents, developed by Developer and which may or may not be shown and or delivered to Client for consideration.

“Project” means the scope and purpose of Client’s identified usage of the work product.

“Services” (or “Developer’s Services”) means all services and the work product to be provided to Client by Developer as described and otherwise further defined in the Solution.

“Third Party Materials” means proprietary third party materials which are incorporated into the Final Solution, including, but not limited to, stock photography, stock illustrations or 3rd party code.

“Trademarks” means trade names, words, symbols, designs, logos or other devices or designs used to designate the origin or source of goods or services.

“Service” is one of TRUE Ltd.’s software sold as a service with recurring fees for continued use. Typically, this refers to the TRUE products and any custom solution built with the same base code.

“Subscriber” means a Client who is paying a recurring fee to use the “Service”. This only applies to some custom solutions and is specifically indicated in the Pricing if it’s applicable.

“Content” means all files, data, text, images, and any other information or materials uploaded by or on behalf of you to the Site or the Application in connection with your use of the Service.

“Service” means the server-based functionality that converts your Content into one or more proprietary formats that facilitate rapid and efficient viewing on the Site or on any device (“Device”) using the Application.

“You” means you as the “Client”.

“Devices” refers to the electronic equipment you use to access TRUE and the associated website.

“Personal Information” is information about an identifiable individual, and may include information such as the individual’s name, email address, telephone number, mailing address, bank account details, and taxation details.

“Implementation” refers to the instruction on how to use a purchased application as it was designed to be utilized.

“Support” refers to technical barriers to your use of a purchased application. An example, “I am receiving an error message when I attempt to login.”

3. LICENSE TO USE.

Service.

Subject to your compliance with the terms and conditions of this Agreement, TRUE Ltd. grants to you a non-exclusive, non-transferable, revocable right to access and use Solution and Services on the number and device types you specify for your subscription. You are responsible for all users of Solution



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and Services using your Credentials (Username and Password), including use by others to whom you have given your Credentials. You, not TRUE Ltd., shall be responsible for maintaining and protecting your Credentials and your Content. If your contact information, or other information relating to your account changes, you must notify TRUE Ltd. promptly and keep your information current. You are solely responsible for any activity using your account, whether or not you authorized that activity. If you discover that someone is using your password or account without your consent, or you discover any other breach of security, you agree to notify TRUE Ltd. immediately. TRUE Ltd. reserves the right to suspend or discontinue all or part of the Solution and Services at any time without prior notice.

Application.

Subject to the terms and conditions of this Agreement, TRUE Ltd. grants to you a non-exclusive, non-transferable, revocable license to install and use the Solution and Services solely to use the Solution and Services on any iOS-based device ("Device") that you own or control. The Solution and Services may be accessed by no more Devices than the specified number of licenses and the license cannot be shared or used by more than one Device, but may be reassigned to a new Device which replaces the former Device as long as such former Device no longer connects to the Application or the Solution and Services. You shall not modify, port, adapt or translate the Application software. You shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Application software. For billing purposes, the license count is determined by the number of Devices that connect to the Solution and Services. In the event the number of Devices accessing the Solution and Services exceeds the number of Devices for which licenses have been granted, TRUE Ltd. will invoice you for all additional Devices for the remainder of the then current subscription term on a pro-rated basis in accordance with the fees listed on our website.

Restrictions.

You acknowledge that TRUE Ltd. owns all rights, titles, and interest in Solution and Services and any other TRUE Ltd. software, graphics, logos, service marks, and trade names, including third-party names, product names, and brand names related to the Solution and Services. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in the Service and all rights not expressly granted are reserved by TRUE Ltd..

Subscription.

You acknowledge that on any and all paid subscriptions, TRUE Ltd. will automatically renew and bill you until you explicitly cancel. You may do so at any time by contacting TRUE Ltd..

4. CONTENT.

Client Content.

You may upload Content to your Solution and Services in connection with your use of the Solution and Services. All pre-existing Trademarks and copyright material shall remain the sole property of the client, and the client shall be the sole owner of all rights in connection therewith. You hereby grant



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TRUE Ltd. a nonexclusive, nontransferable license to use, reproduce, and modify the content solely in connection with TRUE Ltd.'s performance, services, and production of the Solution and Services. TRUE Ltd. does not verify, endorse, or claim ownership of any Content, and you as the client retain all rights, titles, and interest in and to the Content. Such Content shall be stored and/or backed-up on TRUE Ltd.'s servers.

Third Party Materials.

All Third Party Materials are the exclusive property of their respective owners. TRUE Ltd. shall inform Client of all Third Party Materials that may be required to perform or integrate the Solution and Services. Under such circumstances, TRUE Ltd. shall inform Client of any need to license.

Your Representations and Warranties Regarding Content.

You represent and warrant that

- (a) You are the owner, licensor, or authorized user of all Content. and
- (b) You will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that:
 - (i) Advocates, promotes, incites, instructs, informs, assists or otherwise encourages violence or any illegal activities.
 - (ii) Infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or TRUE Ltd., or any rights of publicity or privacy of any party.
 - (iii) Attempts to mislead others about your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate.
 - (iv) Promotes, solicits or comprises inappropriate, harassing, abusive, profane, hateful, defamatory, libelous, threatening, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity.
 - (v) Is harmful to minors.
 - (vi) Contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, personal information, or property of another.
 - (vii) Violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination, or false advertising).

TRUE Ltd.s Access to Content.

You acknowledge that the Solution and Services are automated (e.g., Content is uploaded and submitted using software tools) and TRUE Ltd. personnel may access any Content to perform the Services, including but not limited to the following:

- (a) During a Service interruption, as necessary to restore the applicable Content.
- (b) To troubleshoot any issue with the Service or to help improve the Service.



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(c) As deemed necessary or advisable by TRUE Ltd. to ensure compliance with this Agreement or to conform to legal requirements or comply with legal process.

Sharing Content.

The Solution and Services provides features that allow you to share Content with others or to make it public. TRUE Ltd. has no responsibility for such activity.

5. DISCLAIMER OF WARRANTIES.

You expressly understand and agree that your use of all Solution and Services is at your sole risk, and you, the client, verify that you own all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content. The Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with Solution and Services does not and will not violate the rights of any third parties. In regards to TRUE, the Client hereby understands that the solution is provided as is. In the event of system or component failure, it is possible, that for a certain period of time, you may not be able to enter previously accessible or entered portions of the Solution and Services. TRUE Ltd. hereby represents, warrants, and covenants to Client that TRUE Ltd. will provide TRUE Ltd.'s Solution and Services and produce the Solution and Services in the agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services. Furthermore, TRUE Ltd. warrants and covenants to the Client that the final Solution and Services shall be the original work of TRUE Ltd. and will not infringe the rights of any party, and use of same in connection with Project will not violate the rights of any third parties. TRUE Ltd. and its affiliates, officers, employees, and licensors expressly disclaim all warranties of any kind, whether express, statutory, or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose or use, availability, non-interference with your enjoyment of Solution and Services and non-infringement. TRUE Ltd. and its affiliates, officers, employees, and licensors make no warranty that:

- (a) Solution and Services will meet your requirements.
- (b) Solution and Services will be uninterrupted, timely, completely secure, without delay, free from service degradation or error-free.
- (c) The results that may be obtained from the use of the Solution and Services will be accurate or reliable. No advice or information, whether oral or written, obtained by you from TRUE Ltd. or through or from any Solution and Services shall create any warranty not expressly stated in this Agreement.

TRUE Ltd. includes a 1 year warranty against code defects, as determined by TRUE Ltd. developers, based on the original scope of work, intended operating system environment and FileMaker version. All identified and confirmed defects reported within the warranty period will be fixed free of charge.



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6. INDEMNIFICATION AND LIMITATIONS.

By Client.

Client agrees to indemnify, save and hold harmless TRUE Ltd. from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances, Client shall promptly notify TRUE Ltd. in writing of any claim or suit. Client has sole control of the defense and all related settlement negotiations. TRUE Ltd. shall provide Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section.

By TRUE Ltd.

Subject to the terms, conditions, express representations and warranties provided in this Agreement, TRUE Ltd. agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with TRUE Ltd.'s representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client.

Limitation of Liability.

Neither the Client nor TRUE Ltd. will be liable to the other for any indirect, incidental or consequential damages of any type, including but not limited to any direct or indirect consequential, incidental, or special damages or loss, lost profits or lost data, arising out of or in connection with (a) the agreement or the services, (b) the results or operation of any system resulting from implementation of any recommended plan or design or (c) the loss of use of the software, hardware or any other software or data, including the inability to achieve a particular result, even if one or the other of us have been advised of the possibility of the damage and even if one of the parties assert or establishes a failure of essential purpose of any limited remedy provided in the agreement. Under no circumstances will TRUE Ltd. be liable to the Client for any amount in excess of the services fee under the applicable Scope of Work for the 12-month period immediately preceding the action that gives rise to the claim. This limitation of liability applies to all types of legal theories, including but not limited to contract, tort, professional liability, product liability, warranty or otherwise.

7. USE RESTRICTIONS.

Prohibited Conduct.

In connection with your access to Solution and Services, you agree to comply with the following use restrictions. You agree not to misuse the TRUE Ltd.'s Services. For example, you must not, and must not attempt to, use Solution and Services to do the following things:

- (a) Probe, scan, or test the vulnerability of any system or network.
- (b) Breach or otherwise circumvent any security or authentication measures.
- (c) Access, tamper with, or use non-public areas of Solution and Services, shared areas of the Solution and Services you have not been invited to, or TRUE Ltd.'s computer systems.



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- (d) Interfere with or disrupt any user, host, or network, for example by sending a virus, q overloading, flooding, spamming, or mail-bombing any part of Solution and Services.
- (e) Plant malware or otherwise use the Solution and Services to distribute malware.
- (f) Access or search Solution and Services by any means other than our publicly supported interfaces (for example, “scraping”).
- (g) Send unsolicited communications, promotions or advertisements, or spam.
- (h) Send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”.
- (i) Publish anything that is fraudulent, misleading, or infringes another’s rights.
- (j) Publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred.
- (k) Violate the law in any way, or to violate the privacy of others, or to defame others.

Content Monitoring.

TRUE Ltd. may review Content for compliance with community guidelines but TRUE Ltd. has no obligation to monitor any information on Solution and Services. TRUE Ltd. does not generally monitor user activity occurring in connection with the Solution and Services and while TRUE Ltd. disclaims any responsibility to do so, it reserves the right to

- (a) Screen, by mechanical means or otherwise, for objectionable information transmitted or shared by user on individualized portions of the Solution and Services,
- (b) Monitor the Content and, if considered objectionable in TRUE Ltd.’s sole discretion, to remove Content and/or remove any portion of the Solution and Services personalized by you, from the Solution and Services at any time without notice.

If TRUE Ltd. becomes aware of any possible violations by you of Sections 3(b) (Your Representations and Warranties Regarding Content), 6(a) (Prohibited Conduct), or any other provision of this Agreement, TRUE Ltd. reserves the right to investigate such violations, and TRUE Ltd. may, at its sole discretion, terminate your use of Solution and Services or change, alter or remove Content, in whole or in part, without prior notice to you.

Indemnification.

You agree to indemnify and hold TRUE Ltd. harmless from and against any and all liabilities, costs and expenses, including reasonable attorneys’ fees, related to or arising from Content or your use of the Solution and Services, including any use that violates this Agreement.

8. PRIVACY.

Privacy Policy.

The terms of the Privacy Policy and the terms of this Section 7 govern TRUE Ltd.’s collection and use of personal information in connection with the Solution and Services. If there is any conflict between the terms of the Privacy Policy or the terms of this Agreement, the terms of this Agreement shall control. TRUE Ltd. reserves the right to make changes to the Privacy Policy. Please visit the Privacy Policy regularly for updates on our website at <https://www.constructtrue.com>.



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Collection of your Personal Information.

By using the Solution and Services, you agree and acknowledge that personal information collected about you through TRUE may be transferred across national boundaries for storage or process to any of the countries around the world.

TRUE Ltd. collects your personal information so that we can provide you with the Solution and Services and any related services you may request. In doing so, TRUE Ltd. may use the personal information we have collected from you for purposes related to the Services including:

- (a) Verify your identity.
- (b) Administer the Solution and Services.
- (c) Notify you of new or changed services offered in relation to the Solution and Services.
- (d) Carry out the resolution of technical support or other issues relating to the Solution and Services.
- (e) Comply with laws and regulations in applicable jurisdictions.
- (f) Communicate with you.

The Solution and Services involves the storage of Data about a company or individual. That Data can include personal information. TRUE Ltd. may collect personal information directly from you when you:

- (a) Register to use the Solution and Services.
- (b) Use the Solution and Services.
- (c) Post to TRUE Ltd. Community forum or on our blog.
- (d) Contact the TRUE Ltd. support team.
- (e) Visit our website

You can always choose not to provide your personal information to TRUE Ltd., however it may result in the inability to provide you with the Solution and Services.

Use of your Personal Information

By using the Solution and Services, you consent to your personal information being collected, held, and used in this way and for any other use you authorize. TRUE Ltd. will only use your personal information for the purposes described in this document or with your expressed permission.

Your information is used by TRUE Ltd. for the following purposes:

- (a) To deliver functionality and improve our Solution and Services.
- (b) To fulfill your requests for assistance with, or information about, our Solution and Services.
- (c) To conduct research about your use of the Solution and Services and their functionality.
- (d) To offer other TRUE Ltd. services, products, features or functionality that may be of interest to you.
- (e) To integrate services, products or features from TRUE Ltd.'s business partners and service providers that we believe will enhance your experience and the functionality and reach of our Solution and Services.



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By using the Solution and Services, you agree that TRUE Ltd. can access, aggregate, and use non-personally identifiable data TRUE Ltd. has collected from you. This data will in no way identify you or any other individual. TRUE Ltd. may use this aggregated non-personally identifiable data to:

- (a) Assist us to better understand how our customers are using the Solution and Services.
- (b) Provide our customers with further information regarding the uses and benefits of the Solution and Services.
- (c) Enhance small business productivity, by creating useful business insights from that aggregated data and allowing you to benchmark your business' performance against that aggregated data.
- (d) Improve the Solution and Services

It is your responsibility to keep your password(s) to the Solution and Services safe. You should notify us as soon as possible if you become aware of any misuse of your password(s), and immediately change your password(s) within the Solution and Services or via the "Change Password" process.

Storage of your Personal Information

All data, including personal and non-personal information, that is entered into the Solution and Services by you, or automatically imported on your instruction, is transferred to TRUE Ltd.'s servers as a function of transmission across the internet. By using the Solution and Services you consent to your personal information being transferred to our servers as set out in this Policy.

By default our production servers are located in the United States of America (U.S.), using a mixture of our own private hosting infrastructure and 3rd party providers. Your personal information will be routed through, and stored on, those servers as part of the Solution and Services. If you prefer your data to be stored elsewhere, we can make reasonable attempts to accommodate you; however, additional fees may apply. If the location of our default production servers change in the future, we will update this Policy.

By providing your personal information to TRUE Ltd., you consent to TRUE Ltd. storing your personal information on servers hosted around the world.

In regards to TRUE, TRUE Ltd. provides, at no additional charge, backup of all Data used by our Solution and Services. This is to safeguard your Data in the event of a hardware, software, or any other catastrophic disaster at a hosting facility. By default, we do not guarantee that your information will be stored in the same country as TRUE Ltd.'s production servers. If you prefer your backup data to be stored elsewhere, we can make reasonable attempts to accommodate you; however, additional fees may apply.

If you do not want your personal information to be transferred to a server located outside the U.S., you can request to forgo backup of your Data; however, TRUE Ltd. will take no additional precautions to protect your Data. Email us at office@constructtrue.com to initiate a request.



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We will retain your information for as long as your account is active or as needed to provide you services. We may retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Consistent with these requirements, we will try to delete your information quickly upon request. Please note that there might be latency in deleting information from our servers and backed-up versions might exist after deletion. In addition, we do not delete from our servers files that you have in common with other users.

If you choose to pay for the Solution and Services by credit card, your credit card details are not stored by the Solution and Services and cannot be accessed by TRUE Ltd. staff. Your credit card details are encrypted and securely stored by Stripe (and Plaid) to enable TRUE Ltd. to automatically bill your credit card on a recurring basis. You should review Stripe's Privacy Policy to ensure you are familiar with the terms.

Access and Disclosure of your Personal Information.

It is your responsibility to ensure that the personal information you provide to us is accurate, complete, and up-to-date. You may request access to the information we hold about you, or request that we update or correct any personal information we hold about you, by setting out your request in writing and sending it to us at office@constructtrue.com.

TRUE Ltd. will process your request as soon as reasonably practicable, provided we are not otherwise prevented from doing so on legal grounds. If we are unable to meet your request, we will let you know why. For example, it may be necessary for us to deny your request if it would have an unreasonable impact on the privacy or affairs of other individuals, or if it is not reasonable and practicable for us to process your request in the manner you have requested. In some circumstances, it may be necessary for us to seek to arrange access to your personal information through a mutually agreed intermediary (for example, the Subscriber).

We will only keep your personal information for as long as we require it for the purposes of providing you with the Solution and Services; however, we may also be required to keep some of your personal information for specified periods of time, for example under certain laws relating to corporations, money laundering, and financial reporting legislation.

Each subscriber can have one or more administrator user accounts within the service that can be configured to provide access to other user's personal information within their organization. It is your responsibility to ensure appropriate security safeguards to limit user access, require secure passwords and prevent unauthorized access to your data through your active sessions.

In providing TRUE, TRUE Ltd. utilizes "persistent identification". When our application is installed on your device, a unique identification number is uniquely created. This does not identify you personally or contain any other information about you but it does identify your computer. Each time a new session is initially started by using our Solution and Services, the persistent identification is checked and logged within the Subscriber's Data.



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Persistent identification is used solely to determine if a Subscriber is violating our Terms of Use. Specifically, to ensure only the subscribed number of maximum licensed devices are being used. TRUE Ltd. may periodically review Subscriber device history logs to ensure compliance with our Terms of Use.

TRUE Ltd. will only disclose the personal information you have provided to us to entities outside of TRUE Ltd. if it is necessary and appropriate to facilitate the purpose for which your personal information was collected pursuant to this Policy, including the provision of the Solution and Services.

TRUE Ltd. will not otherwise disclose your personal information to a third party unless you have provided your express consent; however, you should be aware that TRUE Ltd. may be required to disclose your personal information without your consent in order to comply with any court orders, subpoenas, or other legal process or investigation including by tax authorities, if such disclosure is required by law. Where possible and appropriate, we will notify you if we are required by law to disclose your personal information.

Security Of Your Personal Information.

TRUE Ltd. is committed to protecting the security of your personal information and we take all reasonable precautions to protect it from unauthorized access, modification, or disclosure. Your personal information is stored on secure servers that have SSL Certificates issued by leading certificate authorities GoDaddy, and all Data transferred between you and the Service is encrypted. You can find out more about our security arrangements and our data protection measures on our security page.

However, the Internet is not in itself a secure environment and we cannot give an absolute assurance that your information will be secure at all times. Transmission of personal information over the Internet is at your own risk and you should only enter, or instruct the entering of, personal information to the Solution and Services within a secure environment.

We will advise you at the first reasonable opportunity upon discovering or being advised of a confirmed security breach where your personal information is lost, stolen, accessed, used, disclosed, copied, modified, or disposed of by any unauthorized persons or in any unauthorized manner.

The Solution and Services may allow you, the Subscriber, or another Invited User within the relevant subscription to the Solution and Services to transfer Data, including your personal information, electronically to and from third-party applications. TRUE Ltd. has no control over, and takes no responsibility for, the privacy practices or content of these applications. You are responsible for checking the privacy policy of any such applications so that you can be informed of how they will handle personal information.

Confidential Information.

Each Party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other Party, including, but not limited to, Preliminary Works ("Confidential Information"). Each Party, its agents and employees shall hold and



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maintain in strictest confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations pursuant to this Agreement, except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

Communications from TRUE Ltd..

TRUE Ltd. sends billing information, product information, Solution and Services updates and Solution and Services notifications to you via email. Our emails will contain clear and obvious instructions describing how you can choose to be removed from any mailing list not essential to the Solution and Services. TRUE Ltd. will remove you at your request.

Connection to the internet.

The Solution and Services may cause your Device, without additional notice and on an intermittent or regular basis, automatically to connect to the Internet to facilitate your access to content and services that are provided to you by TRUE Ltd.. In addition, the Solution and Services may, without additional notice, automatically connect to the Internet to update downloadable materials from these online services so as to provide immediate availability of these services even when you are offline. Whenever TRUE makes an Internet connection and communicates with a TRUE Ltd. server, whether automatically or due to explicit user request, the Privacy Policy shall apply to that connection or communication. Additionally, unless you are provided with additional terms of use, this Agreement shall apply. Please note that the Privacy Policy allows tracking of website visits and it addresses in detail the topic of tracking and use of cookies, web beacons, and similar devices.

Tracking.

Your use of the Solution and Services may be tracked by TRUE Ltd. in order to provide better Service to our clients. Your consent to such tracking, provided TRUE Ltd. will not make available or disclose your identity (full name and email address) to any third party, as provided by the Privacy Policy.

Privacy Complaints Process.

If you wish to complain about how we have handled your personal information, please provide our Privacy Officer with full details of your complaint and any supporting documentation:

- (a) E-mail at office@constructtrue.com, or
- (b) Letter to Privacy Officer, TRUE Ltd., 14020 Roosevelt Blvd, Suite 805, Clearwater, FL 33626

Our Privacy Officer will endeavor to:

- (a) Provide an initial response to your query or complaint within 10 business days, and
- (b) Investigate and attempt to resolve your query or complaint within 30 business days or such longer period as is necessary and notified to you by our Privacy Officer.



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9. COPYRIGHT.

Assignment of Copyrights.

Upon completion of the Solution and Services and conditioned upon full payment of all fees, costs and out-of-pocket expenses due, TRUE Ltd. shall assign to Client all ownership rights, including any copyrights, in and to any artworks, designs or code comprising the works created by TRUE Ltd. as part of the Final Solution for use by Client. TRUE Ltd. shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence all such assignments of intellectual property.

Infringement.

TRUE Ltd. respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (the "DMCA"), TRUE Ltd. will respond expeditiously to claims of copyright infringement committed using the Solution and Services if such claims are reported to TRUE Ltd..

DMCA Notice of Alleged Infringement ("Notice")

(a) Identify the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by this Notice, you may provide a representative list of the copyrighted works that you claim have been infringed.

(b) Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site or the exact location where such material may be found.

(c) Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.

(d) Include both of the following statements in the body of the Notice:

! "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

! "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

Assignment of Solution and Services.

Upon completion of the Solution and Services, and subject to full payment of all fees, costs and expenses due, TRUE Ltd. hereby assigns to Client all right, title and interest, including without limitation, copyright and other intellectual property rights, in and to the Solution and Services. TRUE



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Ltd. agrees to reasonably cooperate with Client and shall execute any additional documents reasonably necessary to evidence such assignment.

Recognition.

TRUE Ltd. retains the right to reproduce, publish and display the Solution and Services in TRUE Ltd. portfolios and websites, and in galleries, periodicals and other media or exhibits for the sole purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Solution and Services in connection with such uses. Either Party, subject to the other's written approval, may include a link to the other Party's website.

10. RELATIONSHIP OF PARTIES.

Independent Contractor.

TRUE Ltd. is an independent contractor, not an employee of Client or any company affiliated with Client. TRUE Ltd. shall provide the Solution and Services under the general direction of Client, but TRUE Ltd. shall determine the manner and means by which the Solution and Services are accomplished. This Agreement does not create a partnership or joint venture, and neither Party is authorized to act as agent or bind the other Party, except as expressly stated in this Agreement. TRUE Ltd. and the Final Solution and Services prepared by TRUE Ltd. shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the Parties and the various terms and conditions of this Agreement.

No Exclusivity.

The Parties expressly acknowledge that this Agreement does not create an exclusive relationship between the Parties. Client is free to engage others to perform services of the same or similar nature to those provided by TRUE Ltd., and TRUE Ltd. shall be entitled to offer and provide development services to others, solicit other clients and otherwise advertise the services offered by TRUE Ltd..

11. SURVIVAL.

All provisions of this Agreement, other than Section 2, will survive any termination or suspension of this Agreement.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.



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12. GOVERNING LAW; DISPUTE RESOLUTION

You agree that all matters relating to your access to or use of TRUE, including all disputes, will be governed by the laws of the United States and by the laws of the State of Florida without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Pinellas County, Florida, and waive any objection to such jurisdiction or venue. The preceding provision regarding venue does not apply if you are a consumer based in the European Union. If you are a consumer based in the European Union, you may make a claim in the courts of the country where you reside. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between TRUE Ltd. and you arising out of or in connection with your use of TRUE, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

13. TERM AND TERMINATION.

Term.

This Agreement shall commence upon acceptance of your Registration Data, development estimate, and initial payment and shall continue thereafter until terminated. Unless expressly guaranteed in the scope of work, TRUE Ltd. will not be held accountable for meeting an estimated timeframe.

Termination.

At any time, either party can choose to cease work effective immediately upon notice or the mutual agreement of the Parties. You agree that TRUE Ltd. may terminate your access to the Solution and Services for violations of this Agreement and/or requests by authorized law enforcement or other government agencies. Any breach of your payment obligations or unauthorized use of the Solution and Services will be deemed a material breach of this Agreement. If there are remaining unspent hours in a pre-paid block, they will be refunded to the client.

If this Agreement terminates, then: TRUE Ltd. will provide Client access to, and the ability to export, the Client's Data at TRUE Ltd.'s then-current rates for the applicable Solution and Services; TRUE Ltd. will delete all Client Data. Both Parties agree to destroy the Confidential Information of the other Party upon expiration or termination.

14. PAYMENT.



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You agree to pay TRUE Ltd. the fees specified in the plan corresponding to the Solution and Services level to which you have subscribed prior to work being done. All payments or reimbursements due to TRUE Ltd. under this Agreement must be received by TRUE Ltd. within fifteen (15) days of the date of our invoice. Late payments are subject to an interest charge, which is the lower of one and one-half percent (1.5%) per month or the maximum legal rate. All payments will be made in accordance to the agreed upon scope of work. Features outside of this Scope of Work will be performed at the standard rate. If TRUE Ltd. is required to pay any taxes for which you are responsible under this Agreement, you will, upon receipt of our invoice, reimburse us in full. You are not required to pay any taxes from which you are legally exempt. Your Solution and Services will automatically renew at the end of the Solution and Services period and TRUE Ltd. will charge the then-current renewal fees to the credit card associated with Your Account. If you cancel your TRUE Ltd. Solution and Services, or you seek a refund for services provided, TRUE Ltd. is not obligated to refund Solution and Service charges already paid. Cancellation will take effect at the end of the current Solution and Services period unless an earlier date is requested.

Billing and Invoicing.

Payments can be made by check, credit/debit card or PayPal. Client may elect one of the following billing options when placing its order for the Solution and Services.

Flexible Plan - If Client selects this option, Client will pay for the Solution and Services on a monthly basis. TRUE Ltd. will bill Client. TRUE Ltd. will provide Client with the monthly rate for the Solution and Services when Client orders the Solution and Services. All additional fees associated with a flexible plan are nonrefundable.

Annual Plan - If Client selects this option, Client will be committed to purchasing the Solution and Services for an annual term, and in exchange will receive a discount on the Solution and Services which will be reflected in Client's monthly payment.

Credit Card or Debit Card - Fees for orders where Customer is paying with a credit card, debit card or other non-invoice form of payment, are due at the beginning of the month during which Client will receive the Solution and Services. For credit cards, or debit cards, as applicable:

- (i) TRUE Ltd. will charge Client for all applicable Fees when due.
- (ii) These Fees are considered delinquent thirty days after the end of the month during which Client received the Service.

Invoices - Payments for invoices are due fifteen days after the invoice date, unless otherwise specified on the Order Page, and are considered delinquent after such date.

Suspension for Non-Payment.

Automatic Suspension - Client will have thirty days to pay Fees. If Client does not pay TRUE Ltd. within thirty days, TRUE Ltd. will automatically suspend Client's use of the Solution and Services. The duration of this suspension will be until Client pays TRUE Ltd. all outstanding Fees.

Sales and Use Taxes.



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TRUE Ltd. makes every attempt to adhere to the ever changing taxation laws. If TRUE Ltd. ever needs to collect taxes, current or back, YOU agree to pay the taxes that are mandated by your State Government.

Rates Tables.

Development (Billed by the Hour)	
Time of Service	Total Cost
Standard Business Hours (M-F 9am - 6pm, No Holidays)	\$165/hour
Outside of Standard Business Hours (M-Th, after 6pm, No Holiday)	\$225/hour
Weekends (Includes Holidays)	\$300/hour

Development (Pre-Paid Packages)	
Hours	Rate Per Hour
5	\$165/hour
15	\$145/hour
25	\$125/hour
50	\$105/hour
100	\$95/hour
500	\$75/hour

IT	
Time of Service	Total Cost
Standard Business Hours (M-F 9am - 6pm, No Holidays)	\$125/hour
Outside of Standard Business Hours (M-Th, after 6pm, No Holiday)	\$165/hour
Weekends (Includes Holidays)	\$225/hour

Data Transfer	
Time of Service	Total Cost
Standard Business Hours (M-F 9am - 6pm, No Holidays)	\$125/hour
Outside of Standard Business Hours (M-Th, after 6pm, No Holiday)	\$165/hour
Weekends (Includes Holidays)	\$225/hour



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Data Entry	
Time of Service	Total Cost
Standard Business Hours (M-F 9am - 6pm, No Holidays)	\$55/hour
Outside of Standard Business Hours (M-Th, after 6pm, No Holiday)	\$65/hour
Weekends (Includes Holidays)	\$75/hour

Hosting	
Package	Total Cost
Azure Hosting Management Services	\$99/month + Azure Costs

Implementation (Pre-Paid Packages)		
Hours	Rate Per Hour	Cost
5	\$99/hour	\$495
10	\$89/hour	\$890
15	\$89/hour	\$1335
20	\$75/hour	\$1500
25	\$75/hour	\$1875
30	\$75/hour	\$2250

Specialized Implementation	
Time of Service	Total Cost
Standard Business Hours (M-F 9am - 6pm, No Holidays)	\$95/hour
Outside of Standard Business Hours (M-Th, after 6pm, No Holiday)	\$125/hour
Weekends (Includes Holidays)	\$165/hour

Local On-Site Training/Implementation (100 mile radius of Clearwater Florida)				
Package	Mileage	Meals	Employee Payment	Total Cost
3-Day Implementation	\$324	\$60	\$1320	\$1704
5-Day Implementation	\$540	\$100	\$2200	\$2840
2-Week Implementation	\$1080	\$200	\$4400	\$5680



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Non-Local On-Site Training/Implementation						
Package	Flight	Vehicle	Lodging	Meals	Employee Payment	Total Cost
3-Day Implementation	\$700	\$400	\$600	\$120	\$2530	\$4350
5-Day Implementation	\$700	\$600	\$900	\$180	\$3850	\$6230
2-Week Implementation	\$700	\$1300	\$1950	\$390	\$6600	\$10940

15. CUSTOMER OBLIGATIONS, YOUR REGISTRATION OBLIGATIONS

You represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or any other applicable jurisdiction. You also agree to:

- (a) Provide true, accurate, current, and complete information about yourself as prompted by the TRUE Ltd. registration form.
- (b) Maintain and promptly update the Registration Data to keep it true, accurate, current, and complete.
 - (i) If you provide any information that is untrue, inaccurate, not current, or incomplete, or TRUE Ltd. has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, TRUE Ltd. has the right to suspend or terminate your account and refuse any and all current or future use of the Solution and Services. You have the responsibility to safeguard your own login credentials, and are responsible for all activity occurring under your account.

16. CONDUCT.

You agree to comply with our acceptable use policies in connection with your use of the Solution and Services. You understand that all information, data, text, software, graphics, or other materials (“User Content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such User Content originated. This means that you are entirely responsible for all User Content that you upload, post, email, transmit, or otherwise make available via the Solution and Services. TRUE Ltd. does not control the User Content posted via the Solution and Services and, as such, does not guarantee the accuracy, integrity, or quality of such User Content. TRUE Ltd. takes no responsibility for, and shall not in any circumstances be liable in any way for any User Content or harm or damages arising therefrom, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted, or otherwise made available via the Solution and Services. You agree to not use the Solution and Services to:

- (a) Upload, post, email, transmit, or otherwise make available any User Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable, or harm minors.



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- (b) Impersonate any person or entity or falsely state or otherwise misrepresent your identity or affiliation with a person or entity.
- (c) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Solution and Services.
- (d) Upload, post, email, transmit, or otherwise make available any User Content that you do not have a right to make available under any law or under contractual or other relationships.
- (e) Upload, post, email, transmit, or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright, or other property rights of any party.
- (f) Upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," or any other form of solicitation.
- (g) Upload, post, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
- (h) Disrupt the normal flow of dialogue, or otherwise act in a manner that negatively affects other users' ability to engage in discussions or exchanges.
- (i) Interfere with or disrupt the Solution and Services or servers or networks connected to the Solution and Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Solution and Services.
- (j) Intentionally or unintentionally violate any applicable local, state, national, or international law.
- (k) "Stalk" or otherwise harass another.
- (l) Collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs above.

You acknowledge that TRUE Ltd. has the right, but not the obligation, to pre-screen or monitor User Content, and that TRUE Ltd. and its designees may in their sole discretion, refuse, move, or take down, remove or discard any User Content that is available via the Solution and Services and which in TRUE Ltd.'s opinion violates the terms of this Agreement. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. You acknowledge, consent, and agree that TRUE Ltd. may access, preserve, and disclose your account information and User Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- (a) Comply with legal process.
- (b) Enforce the terms of this Agreement.
- (c) Respond to claims that any User Content violates the rights of third parties.
- (d) Respond to your requests for subscriber service.
- (e) Protect the rights, property, interests, or personal safety of TRUE Ltd., its users, and the public.
- (f) (g) Prevent crime, or report a crime that has already been committed.

17. SERVICES.

Description Of Service



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The Solution and Services is designed to provide you with a solution to manage your business. The Solution and Services is our software solution, hosted by us and accessible by you remotely.

Facilities and Data Transfer.

All facilities used to store and process Client Data will adhere to reasonable security standards no less protective than the security standards at facilities where TRUE Ltd. stores and processes its own information of a similar type. TRUE Ltd. has implemented standard systems and procedures to ensure the security and confidentiality of Client Data, protect against anticipated threats or hazards to the security or integrity of Client Data and protect against unauthorized access to or use of Client Data. As part of providing the Solution and Services, TRUE Ltd. may transfer store and process Client Data in the United States or any other country. By using the Service Clients consent to this transfer, processing and storage of Client Data.

TRUE Ltd. is often asked to integrate our Solution and Services with other platforms, technologies, servers, protocols, services, etc. Integrations are usually complicated since Client data to be integrated is typically unique. Integrations also often become unstable and eventually cease to work due to changes in operating systems, security modifications, network environment and more. As a result, any issues resulting from an integration is billable time and never considered a bug for warranty and payment purposes.

Implementation and Support.

Implementation and support costs are dependent upon the solution and services purchased by you.

TRUE.

(a)Implementation - With purchase of the TRUE Job implementation package, you earn 6 free hours of virtual or in-person implementation (to be used within normal business hours) to be used within the first month of your subscription. With purchase of the TRUE Contractor setup fee, you earn 12 free hours of virtual or in-person implementation (to be used within normal business hours) to be used within the two month of your subscription. Implementation must be scheduled through the provided scheduling tool. Solution imports are included with all implementation and setup packages with the use of TRUE Ltd.'s pre-formatted import templates. Custom imports will incur additional fees. See "Rates" table for package pricing details. Multiple virtual implementation sessions may not be completed within the same business day. Upon use of your selected complimentary implementation, or the close of your second subscription month (whichever comes first), all implementation will require the purchase of an Implementation Block. See "Rates" table for package pricing details. All email implementation through support@constructtrue.com will be considered complementary. Specialized implementation will incur additional costs. See "Rates" table for package pricing details

(b)Technical Support - All email, ticketed and virtual support will be considered complimentary.

(c)Cancellation Policy - Minimum 24 hours notice must be given for all scheduled meetings to avoid incurring additional costs. If notice is given within the 24 hour time period, you will be charged for half the allotted time. If no notice of cancellation is



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received, you will be charged full price for the allotted time. If you are within your complimentary implementation, and late or no cancellation notice is received, you will forgo the complimentary time allotted for the cancelled session.

(d) On-site Training - On-site visits will incur costs associated with the selected training package. All costs are required to be paid prior to scheduling and all details of the On-site Training. See "Rates" table for package pricing details.

(a) In-state On-site Training

(b) Out-of-state On-site Training

(e) Virtual Training - Our team can remotely collaborate with you, make adjustments to your solution, fix issues, and add features. We can also provide training in the use of the solution and how to code in FileMaker so you can make adjustments yourself. All Virtual Training time is billable. See "Rates" table for pricing details.

Technical Support Services.

TRUE Ltd. can provide consulting, installation, setup, and maintenance of a variety of IT hardware and software applications. We will work with your IT staff, a 3rd party consultant or assist you ourselves. Most issues can be tackled virtually. For our current rates, please review the "Rates" table. Payment must be received prior to booking.

It is often impossible to guarantee a price estimate due to the nature of IT work. We therefore only work on an hourly rate prepaid in blocks. See "Payments" section for more information.

We may determine that you require specialized assistance from another vendor or that we are unable to resolve your reported issue. If this is the case, we will cease work immediately and notify you. You agree that our work up until that point is non-refundable. If you choose to do so, we will work with other vendors in an effort to achieve the desired results, decrease time spent, etc.

Modifications.

TRUE Ltd. may make commercially reasonable changes to the Solution and Service. If TRUE Ltd. makes a material change to the Solution and Services, TRUE Ltd. will inform the Client about such change.

TRUE Ltd.'s Solution and Services are designed to be relatively easy to update and made changes over time. We are often asked to add additional functionality to an existing Solution and Services. We can typically add new features without having to take your existing Solution and Services offline. If there is a risk to existing operations during additional development on your Solution and Services, we can work on a copy of it and "push" changes to your live version when it is safe. We're also able to provide a testing environment, if you so wish. Keep in mind that all time spent working on your Solution and Services is billable time and is subject to our Payments policy.

Integral parts of the infrastructure your solution relies on to function properly are updated automatically outside of TRUE Ltd.'s control. It is possible one of these updates could cause your solution to have reduced functionality or complete loss of use. Examples of updates, but not limited to, are:



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- (a) Operating Systems (Windows, OS X, Android, iOS) • Java
- (b) SQL
- (c) SSL Certifications
- (d) FileMaker

Should this happen, TRUE Ltd. will prioritize your reported issue and work diligently to resolve it. Keep in mind, that all work TRUE Ltd. performs due to an update is billable time and is subject to our Payments policy.

Importing Existing Data.

We know that moving your existing data from wherever it currently is and in whatever form resides is of utmost importance to most Clients. Whether you need to import from QuickBooks, Excel, CSV files, or manual key in data, TRUE Ltd. is here to assist. Typically, the amount of data to import is not an issue, it is the format it's currently in and how closely it matches the format it needs to be in. Our "Rates" table will indicate the per hour rate for data transfer and data entry work that we can provide for you. Quotes are not provided. Client data is always in a unique format and is usually "dirty", i.e.; it's not formatted correctly to be valid in your new solution. We can "clean" everything up for you and even scan documentation too. Let us know how best we can help.

Client Administration of the Services.

The Client may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. The Client is responsible for:

- (a) Maintaining the confidentiality of the password and Admin Account(s).
- (b) Designating those individuals who are authorized to access the Admin Account(s).
- (c) Ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement.

Availability Of Service.

Subject to the terms and conditions of this Agreement, TRUE Ltd. will use commercially reasonable efforts to provide the Solution and Services. for twenty-four hours a day, seven (7) days a week through the term of this Agreement. You agree that from time to time the Solution and Services may be inaccessible or impossible to use for various reasons, including periodic maintenance procedures or upgrades, service malfunctions and causes beyond our control or that are not reasonably foreseeable by us, including the interruption or failure of telecommunications or digital transmission links, hostile network attacks or network congestion or other failures. TRUE Ltd. will not be responsible for any damages or costs incurred by you, including without limitation, lost profits, if any, that may arise in connection with Downtime.

18. FileMaker

In order to deliver clients reliable, secure, affordable and quickly designed solutions from discovery to launch, TRUE Ltd. relies on the FileMaker platform for most of our applications. Depending on your configuration, number of users connecting to your solution and more, you may need "FileMaker Pro"



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and/or “FileMaker Server” licenses. These are in addition to estimates TRUE Ltd. gives you to develop your solution. See “Rate” table for pricing details.

FileMaker Pro.

Offered as an annual subscription or one-time purchase per Windows or OS X computer, FileMaker Pro can run Solution and Services stored on your device or hosted on a server in the cloud. There is no additional fee to connect to FileMaker Server.

If you plan on using 5 or more computers (not mobile devices) at the same time, it is recommended you choose the annual subscription option. Otherwise, you can purchase only the licenses you need for a one-time purchase price. Annual subscriptions come with “maintenance”, which means they will automatically upgrade to the latest version (typically on an annual basis).

FileMaker Go.

A free download from the Apple App Store, FileMaker Go allows you to connect to your solution stored on your device or hosted on a server in the cloud. FileMaker charges a “Concurrent Connection” fee based on how many devices you have connected to your FileMaker Server at a given time.

FileMaker Server.

Priced based on how many “Concurrent Connections” a client has per server, FileMaker Server can securely host your databases on a server located on your premises or in the cloud. TRUE Ltd. uses Microsoft Azure servers to host all production FileMaker data files using FileMaker Server.

FileMaker WebDirect.

Viewable in a web browser, FileMaker WebDirect allows you to use the web to connect to robust FileMaker databases anywhere you have an internet connection. FileMaker charges a “Concurrent Connection” fee based on how many web browsers you have connected to your FileMaker server at a given time.

TRUE Ltd. Hosting (Microsoft Azure).

Solutions hosted by TRUE Ltd. are maintained and accessed by TRUE Ltd. personnel only at no additional charge beyond the monthly service fee. Initial setup and server-side schedules are included with your monthly hosting fee.

3rd Party Hosting or On-Premise Hosting.

Solution and Services hosted by you on your own premise, in a private cloud or in a public cloud of your choosing, can be serviced by TRUE Ltd. at the appropriate “IT” rate. You may choose to maintain your own servers as you see fit without TRUE Ltd. involvement. Example pricing using Microsoft Azure (prices may vary).

FileMaker Supported Systems.

Client Operating Systems.



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Windows 7 SP1 Professional Edition with system update 2999226
Windows 7 SP1 Ultimate Edition with system update 2999226
Windows 8.1 Standard Edition with system update 2919355 and 2999226
Windows 8.1 Pro Edition with system update 2919355 and 2999226
Windows 10 Pro Edition
Windows 10 Enterprise Edition
OS X 10.11
macOS 10.12
macOS 10.13
iOS 10.2 or later
Android 6.x or later

Server Operating Systems.

Windows Server 2008 R2 SP1 Standard and Enterprise Editions
Windows Server 2012 R2 Standard Edition with Update (KB 2919355)
Windows Server 2016 Standard Edition (with Desktop Experience)
OS X 10.11
macOS 10.12

FileMaker Versions.

FileMaker Pro 16
FileMaker Go 16
FileMaker Server 16

Web Browser Version.

Microsoft Edge 38
Internet Explorer 11.x
Chrome 55 minimum
Safari 10.0.x

19. MISCELLANEOUS.

You are solely responsible for your familiarity and compliance with any laws that may prohibit you from participating in or using any part of the Solution and Services. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, and all other provisions will remain in full force and effect. TRUE Ltd.'s failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by TRUE Ltd. in writing. This Agreement, including the Privacy Policy, constitutes the entire agreement between you and TRUE Ltd. and supersedes all prior agreements, representations, and understandings between the parties regarding the subject matter contained herein. Notwithstanding any other provision of this Agreement, TRUE Ltd. may change, suspend, add, or remove terms and conditions of this Agreement, or cease, change, suspend, add to, or remove the Solution and Services, or any portion of the Solution and Services, at any time. If any future changes are unacceptable to you, you should discontinue using the Service. Your continued use of the Solution and Services following the posting of notice of any such changes to



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a TRUE Ltd. web site will indicate your acceptance of the then current Agreement, and of any such changes. In no event will TRUE Ltd. have any liability as a result of making these changes.

Force Majeure.

No party shall be liable to any other party for any failure or delay caused by force majeure and similar events beyond any party's reasonable control, including, without limitation, acts of nature, terrorist acts, sabotage, or accidents. This force majeure provision shall not be applicable to your payment obligation under this Agreement. If TRUE Ltd. is acquired, or is forced to discontinue business, unable to provide continued use of the Solution and Services, the client will be granted an unfinished perpetual site license at no cost, FileMaker full access keys and corresponding key codes. FileMaker licensing costs will become the direct responsibility of the Client.

Electronic Notices.

By using the Solution and Services, you agree to this License electronically. You authorize us to provide you any information and Notices regarding the service in electronic form. We may provide Notices to you

- (a) via e-mail if you have provided us with a valid email address or
- (b) by posting the notice on the TRUE Ltd. website. The delivery of any Notice is effective when sent or posted by TRUE Ltd. regardless of whether you read the Notice or actually receive the delivery. You can withdraw your consent to receive Notices electronically by discontinuing your use of the Solution and Services.

20. CONTACTING US.

If you have any questions, or comments, please feel free to contact us using the information below or contact your assigned project manager.

Technical or Service Support or Requests

support@constructtrue.com
833 GET TRUE (833.438.8783)

Payments

TRUE Ltd.
3944 Airway Cir
Clearwater, FL 33762
833 GET TRUE (833.438.8783) x 3

Privacy Complaints

office@constructtrue.com

In all cases, you will be assigned a Work Ticket ID for tracking purposes. If you do not have an ID for a reported issue, then we have no record of it and cannot be held accountable for inaction.



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A reported “bug” is an error with the function, not the method of a calculation, script or user interface. All reported bugs are of the highest priority. All work, even fixing bugs, during the development of a Solution and Service are included in the billable time. However, bugs detected after final payment has been received per the Warranty, will be fixed free of charge.

Modifications to the way the Solution and Services work, including the method of the workflow, look, feel, etc; are “feature requests” and as such, are billable. All feature requests are included in the billable time both during the development of a solution and after final payment.