



STARBOARD LLC

# Terms of Service

**Effective date:** June 2026 · **Version:** 1.0

These Terms of Service ("Terms") govern your access to and use of the Starboard software and related services (collectively, the "Product") provided by Starboard LLC, a Connecticut single-member limited liability company ("Starboard," "we," "us," or "our"). By installing, accessing, or using the Product, or by clicking to accept these Terms, you ("Customer," "you," or "your") agree to be bound by them. If you are entering into these Terms on behalf of an organization, you represent that you have authority to bind that organization.

## 1. The Product

Starboard is software for managing Active Directory and Microsoft 365 environments through natural-language commands. The Product is delivered as software that you install and operate on infrastructure within your own environment. We provide a hosted licensing service that validates your license and brokers the Product's AI-assisted command interpretation.

You are responsible for the infrastructure on which you run the Product, for the directory and tenant environments you connect it to, for the credentials and permissions you grant it, and for the actions taken through it.

## 2. License grant

Subject to these Terms and your payment of applicable fees, Starboard grants you a non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Product for your own internal business operations, for the duration of your active subscription and for the number of installations and the scope permitted by your plan.

## 3. License restrictions

You may not, and may not permit any third party to:

- copy, modify, or create derivative works of the Product except as expressly permitted;
- reverse engineer, decompile, or disassemble the Product, or attempt to derive its source code, except to the extent this restriction is prohibited by applicable law;

- rent, lease, sell, sublicense, distribute, or otherwise make the Product available to any third party, or use it to provide services to third parties, except as expressly authorized in writing (for example, under a partner or managed-service arrangement);
- circumvent, disable, or interfere with the Product's licensing, validation, or security mechanisms, including sharing or reusing a license key across more installations than your plan permits;
- remove or obscure any proprietary notices; or
- use the Product in violation of applicable law.

## 4. Licensing, validation, and telemetry

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The Product validates its license against our hosted licensing service on startup and periodically thereafter. If the licensing service is temporarily unreachable, the Product continues operating on its most recent successful validation for a grace period (currently 72 hours) before it stops permitting operations.

As part of the same licensing cycle, each installation transmits a small set of aggregate operational metrics to us, as fully described in our **Data Collection & Privacy** documentation and our **Privacy Policy**. This telemetry contains no directory content and no personal data, and it is part of the licensing mechanism; it cannot be disabled independently of license validation. By using the Product you acknowledge and accept this. If your organization cannot accept this telemetry, do not install the Product.

## 5. Subscriptions, fees, and term

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The Product is licensed on a subscription basis. Fees, billing frequency, and plan scope are as agreed between you and Starboard (for example, in an order, invoice, or written quote). Unless otherwise agreed:

- Subscriptions continue until cancelled.
- Fees are invoiced in advance for each billing period and are due as stated on the invoice.
- Fees are non-refundable except where required by law or expressly agreed in writing.

Your license remains valid until your subscription is cancelled or terminated. We enforce the end of a subscription by revoking the associated license key, after which the Product will cease to permit operations following its validation and grace-period cycle.

## 6. Cancellation and termination

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You may cancel your subscription at any time, effective at the end of the then-current billing period, by notifying us at [contact@starboard.fyi](mailto:contact@starboard.fyi). We may suspend or terminate your license if

you materially breach these Terms (including non-payment) and, where the breach is curable, do not cure it within a reasonable period after notice.

On cancellation or termination, your right to use the Product ends and your license key will be revoked. Because the Product runs in your environment, you are responsible for uninstalling it and for any data it holds locally. We will delete the telemetry records associated with your revoked license as described in the Privacy Policy.

## 7. Your responsibilities

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You are solely responsible for:

- the security and administration of the infrastructure, directories, and tenants on which and against which the Product runs;
- the service accounts, application registrations, and permissions you grant the Product, and for scoping them appropriately;
- safeguarding your administrator credentials, two-factor devices, and recovery codes (we cannot recover these for you);
- reviewing and approving the operations the Product proposes before executing them; and
- backing up your environment in accordance with your own policies.

The Product previews operations for your approval before executing them. You acknowledge that directory operations can be consequential and that you are responsible for the commands you approve and execute.

## 8. AI-assisted interpretation

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The Product uses an artificial-intelligence model to interpret your natural-language commands. AI interpretation is probabilistic and may not always reflect your intent. For this reason the Product previews every operation as an explicit plan for your approval, and applies independent safety controls, before anything is executed. You are responsible for reviewing each proposed plan before approving it. You should not enter sensitive secrets into free-text commands; the Product provides structured input paths for sensitive values.

## 9. Intellectual property

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The Product, including all software, documentation, and related materials, and all intellectual-property rights in them, are and remain the exclusive property of Starboard LLC. These Terms grant you a license to use the Product; they do not transfer any ownership. Feedback you provide about the Product may be used by us without restriction or obligation to you.

## 10. Confidentiality

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Each party may receive information from the other that is confidential. Each party agrees to protect the other's confidential information with reasonable care and to use it only as needed to perform under these Terms. This does not apply to information that is public, independently developed, or rightfully obtained from another source.

## 11. Warranty disclaimer

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THE PRODUCT IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. STARBOARD DOES NOT WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT IT WILL MEET YOUR REQUIREMENTS. BECAUSE THE PRODUCT RUNS IN YOUR ENVIRONMENT AND OPERATES ON YOUR DIRECTORY, YOU ARE RESPONSIBLE FOR EVALUATING ITS SUITABILITY AND FOR REVIEWING OPERATIONS BEFORE EXECUTION.

## 12. Limitation of liability

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, STARBOARD WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO THESE TERMS OR THE PRODUCT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, STARBOARD'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE PRODUCT WILL NOT EXCEED THE AMOUNT YOU PAID TO STARBOARD FOR THE PRODUCT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above may not apply to you.

## 13. Indemnification

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You agree to indemnify and hold harmless Starboard LLC and its owner from and against any claims, damages, liabilities, and reasonable expenses arising out of your use of the Product, your violation of these Terms, or your violation of any law or the rights of a third party, except to the extent caused by Starboard's own gross negligence or willful misconduct.

## 14. Changes to the Product or Terms

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We may modify the Product over time, including adding, changing, or removing features. We may also update these Terms; when we make a material change, we will update the effective date and, where appropriate, notify customers. Your continued use of the Product after a change takes effect constitutes acceptance of the updated Terms.

## 15. Governing law and disputes

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These Terms are governed by the laws of the State of Connecticut, USA, without regard to its conflict-of-laws principles. The state and federal courts located in Connecticut will have exclusive jurisdiction over any dispute arising out of or relating to these Terms or the Product, and you consent to the personal jurisdiction of those courts.

## 16. General

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These Terms, together with any order or plan terms and the documents they reference, are the entire agreement between you and Starboard regarding the Product and supersede any prior agreements on that subject. If any provision is found unenforceable, the remaining provisions remain in effect. Our failure to enforce a provision is not a waiver of it. You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition, or sale of assets. Neither party is liable for delays or failures caused by events beyond its reasonable control.

## 17. Contact

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**Starboard LLC** Email: [contact@starboard.fyi](mailto:contact@starboard.fyi)