

Terms and Conditions for Trial Use

1 Introduction

- 1.1. These Terms and Conditions for Trial Use (*Agreement*) govern the contractual relationship between IS Tools AB (*IS Tools*) and the individual, organization, or entity (*You* or *Your*) entering into this *Agreement*.
- 1.2. *You* and *IS Tools* are referred to individually as *Party* and collectively as *Parties*.
- 1.3. This *Agreement* specifies the terms and conditions for the limited access to *IS Tools*' Cloud Service (*Service*) provided and hosted by *IS Tools* only for the purpose of a non-commercial review and evaluation.
- 1.4. If an executed agreement exists between the legal entity on whose behalf *You* are accessing the *Service*, at any time regarding the *Service*, the terms of that agreement shall supersede this *Agreement* in its entirety.
- 1.5. The rights to access the *Service* only apply if *You*:
 - a) are a physical person of legal age;
 - b) are legally authorized to enter into this *Agreement*, and agree to be bound to this *Agreement* unless an executed agreement already exists as stated above; and
 - c) are not a competitor to *IS Tools*, or affiliated with a competitor to *IS Tools*.
- 1.6. If *You* do not have the right to access the *Service* according to this *Agreement*, you must not use the *Service*, and *You* should not indicate *You* agree to be bound to this *Agreement*.
- 1.7. Other than what is expressly stated, no other rights are granted under this *Agreement*.

2 Use of Service

- 2.1. *You* warrant all account information, security methods, *Service* information (including, but not limited to, software, hardware, configuration, structure and organization), *Content* information and other such information provided by *IS Tools* for the purpose of reviewing the *Service* are treated as Confidential. *You* shall notify *IS Tools* as soon as possible and without undue delay in the event of unauthorized access to such information shared by *IS Tools* for accessing *Service*.
- 2.2. *You* shall notify *IS Tools* as soon as possible and without undue delay upon discovery of any infringements or attempted infringements that may affect *Service*.

- 2.3. *You are responsible for all activity occurring under any user accounts provided or made available for You by IS Tools for accessing the Service under this Agreement.*
- 2.4. *You shall abide by all applicable laws, treaties and regulations in connection with the use of Service under this Agreement, including, but not limited to, those related to export control, data privacy, international communications and the transmission of technical or personal data.*
- 2.5. *You will not, and will not authorize others to, copy, modify, decompile, disassemble, reverse engineer or re-engineer any part of the Service. You will not, and will not authorize others to, create derivative works or improvements based on Service.*
- 2.6. *You are liable for, and shall indemnify and hold IS Tools, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, proceedings, actions, fines, costs, damages, losses, liabilities, and expenses (including but not limited to attorneys' fees and costs) arising out of or in connection with:*
- a) *any non-compliance with export control regulations;*
 - b) *Your use of Service and/or Content;*
 - c) *infringement by Your Data submitted to Service of any third party right or any other non-compliance with applicable law; or*
 - d) *a claim arising out of Your breach of this Agreement or any other non-compliance with applicable law, rule or regulation or treaty.*
- 2.7. *You will not, and will not authorize others to:*
- a) *use the Service for any commercial purposes;*
 - b) *sell, rent, transfer, assign, license, sublicense, lease or encumber any right granted in this Agreement;*
 - c) *assign, distribute, transfer or otherwise disclose or make available the Service, or any Content in Service to any third party;*
 - d) *remove or modify any markings or notices of proprietary rights in the Service;*
 - e) *attempt to gain unauthorized access to the Service, or any system or network connected to the Service;*
or
 - f) *use the Service in any way inconsistent with this Agreement.*
- 2.8. *You warrant any data You submit to the Service (Your Data):*

- a) is free from viruses, Trojans, worms or other malicious software or code;
 - b) does not contain any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person or any sensitive data as defined by data privacy laws;
 - c) is in the agreed format according to the Documentation; and
 - d) otherwise cannot damage or interfere with the *Service* or *Service's* systems.
- 2.9. The use of web browser automation or similar software or code is not allowed.
- 2.10. The use of monitoring tools or similar software or code for the *Service* is not allowed.

3 Access to Service

- 3.1. Subject to compliance with this *Agreement*, *IS Tools* will provide *You* with a limited, non-exclusive, non-transferable, non-sublicensable right to, during the term of the *Agreement*, access the *Service* and a limited set of trial information and configuration (*Content*).
- 3.2. The right to access *Service* and *Content* will terminate with the expiration or termination of this *Agreement*.
- 3.3. *IS Tools* reserves the right to, at any time, interrupt, block or restrict access to *Service* without notice.

4 Confidentiality

- 4.1. *You* agree and undertake not to provide third parties access to any confidential information obtained from *IS Tools* or otherwise in connection with the performance of the *Agreement*. Confidential information here refers to the *IS Tools'* information, information of a technical, commercial, or other nature that, by its nature, can reasonably be considered to constitute confidential information or that has been explicitly classified as secret by *IS Tools*, as well as information that is subject to confidentiality under the Swedish Public Access to Information and Secrecy Act or other applicable law.
- 4.2. The duty of confidentiality shall apply for the confidential information during the term of the *Agreement* and for one year after the termination of the *Agreement*. For information that is covered by secrecy under the law, the duty of confidentiality shall apply for the period specified in the law.

5 Ownership and Right of Use

- 5.1. You warrant that you own all *Your Data*. You hereby grant *IS Tools* the right and license to obtain, process, store, transmit, disclose and otherwise use *Your Data* for the purpose of providing the *Service* to You during the term of this *Agreement* or as otherwise permitted in this *Agreement*.
- 5.2. *IS Tools* and/or the *IS Tools'* licensors shall be the owner(s) of any relevant rights, title and interest, including all related intellectual or industrial property rights in and to *Service*.
- 5.3. All parts of the *Service*, such as software, documentation or other materials shall remain the property of the *IS Tools* and/or its licensors.
- 5.4. This *Agreement* is not a sale, and does not convey to You any rights of ownership in or related to the *Service* or intellectual property rights owned by *IS Tools*, the *IS Tools* name, the *IS Tools'* logo and the product names associated with the *Service* are trademarks of *IS Tools* or third parties, and no right or license is granted to use them.

6 Liability

- 6.1. You acknowledge that the *Service* and *Content* are provided by *IS Tools* and its licensors “as is” and “as available” without any representations, warranties or covenants of any kind. *IS Tools* expressly disclaims all representations, warranties and covenants, whether expressed or implied, regarding this *Agreement* and the *Service* or *Content*, including any and all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No oral or written information or advice given by *IS Tools* or its agents or representatives will create any representations, warranties or covenants.
- 6.2. In no event shall *IS Tools* and/or its licensors be liable to anyone for any direct, indirect, punitive, special, exemplary, incidental, consequential or other damages or costs of any type or kind (including but not limited to loss of data, revenue, profits or goodwill) arising out of, or in any way connected with the *Service* and/or this *Agreement*, including but not limited to the use or inability to use the *Service*, any interruption, inaccuracy, error or omission. This limitation of liability applies even if *IS Tools* and/or its licensors have been previously advised of the possibility of such damages, or could have reasonably foreseen them. This limitation of liability applies whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis.

7 Term and Termination

- 7.1. This *Agreement* is entered into as of the earliest date You first access or use the *Service*, or indicate You agree to the terms of this *Agreement*, and will continue for 60 days thereafter.

- 7.2. Both *Parties* have the right to terminate this Agreement upon notice to the other *Party*.
- 7.3. *IS Tools* reserves the right to terminate the *Agreement* at any time without specifying a cause and without notice.
- 7.4. Upon any termination or expiration of this *Agreement* all rights and licenses granted to *You* under this *Agreement* will immediately terminate. *IS Tools* has no obligation to store, maintain or provide a copy of *Your Data*.

8 Amendments to Agreement

- 8.1. *IS Tools* reserves the right to modify these Terms and Conditions for Trial Use and its policies relating to the *Service* at any time without notice, effective upon posting of an updated version of these Terms and Conditions for Trial Use. *You* are responsible for regularly reviewing these Terms and Conditions for Trial Use. Continued use of the *Service* after any such modifications shall constitute *Your* consent to such modifications.

9 Assignment of Agreement

- 9.1. *You* may not assign or mortgage rights and/or obligations under the *Agreement* to third parties.

10 Governing Law

- 10.1. Rights and obligations under the *Agreement* shall be governed by Swedish law with the exception of its rules relating to conflict of laws.

11 Entire Agreement

- 11.1. This *Agreement* constitutes the entire agreement and supersedes any previous agreements between the *Parties* relating to its subject matter.