



## CYSEC SA | Free Trial - Subscription Agreement

This Free-Trial Subscription Agreement (this “**Agreement**”) contains terms and conditions that govern your acquisition of subscriptions to, and use of, the Free-Trial Services (as defined below), and is a contract between CYSEC SA (CHE-437.976.854), EPFL Innovation Park, Bâtiment D, 1015 Lausanne, Switzerland (“CYSEC”), and you or the entity or organization that you represent, the “**Customer**”.

This Agreement becomes binding and effective on Customer upon the earliest of: (1) when you access or use the Free-Trial Services, (2) when you click an “I Accept”, “Sign up” or similar button or checkbox referencing this Agreement.

### 1. Definitions

“**Customer**” means a company, entity or person entering into an agreement with CYSEC.

“**Party**” means each of CYSEC and Customer.

“**Free-Trial Services**” means any Services and/or Software made available by CYSEC to The Customer free of charge.

“**Licensed Products**” means CYSEC’s software products, e.g. ARCA Trusted OS, ARCA Crypto Service KMS offered under Free Trial

### 2. Access, Use and Term

2.1. CYSEC grants to Customer, during a period of 30 days from the day the customer signed up, access to the Free-Trial Service, strictly in accordance with the documentation provided by CYSEC, for Non-Production Use and only for Customer's internal-business purpose limited to development environments for analysis/review by The Customer.

2.2. The Free Trial Service is a “dev” version of CYSEC’s solution.

2.3. In case of Customer’s breach of this Agreement, including the Agreement, CYSEC has the right, without notice, to discontinue the Free-Trial Service and/or to terminate the Agreement.

2.4. Upon expiration or earlier termination of a Free-Trial Order, all rights granted to Customer with respect to Free-Trial Services will terminate effective as of the effective date of termination, CYSEC will have no obligation to provide Free-Trial Services to Customer after the effective date of the termination.

2.5. There shall be no fee payable by the Customer for the Non-Productive Use of the Licensed Products under Free Trial.

2.6. The Customer shall use the Licensed Products through its own employees, agents and/or duly authorized representatives (the Authorized Users). Customer is expressly prohibited from using the Licensed Products on behalf or for the benefit of any third-parties, to copy, sell, rent or loan the Licensed Products in any manner, and to attempt to circumvent, disable or defeat the limitations on Customer's Non-Production Use of the Licensed Products.

### **3. Support**

Support from CYSEC is not applicable on Free-Trial Services. The Customer will however have access to Documentation for Support.

### **4. Security and Privacy**

CYSEC may process information about Customer's configuration and usage of the Free-Trial Services to manage Customer's account, to provide and improve the Free-Trial Services, Support and troubleshoot other issues and to provide insights.

### **5. Customer's Obligations**

5.1. The Customer will be solely responsible for the Customer's access and use of the Free-Trial Services, Customer Data and Customer Credentials.

5.2. The Customer ensures that the use of the Free-Trial Services is only for Customer's Environment and in accordance with the Agreement, Documentation and applicable Third-Party Terms. The Customer or the Authorized Users shall not, without the prior consent of CYSEC, and either during or after the Term use the Licensed Products for any other purpose than testing.

5.3. CYSEC reserves the right to investigate potential violations of this agreement and CYSEC can at any time terminate the Customer's Free Trial at its sole discretion, without cause or explanation.

5.4. The Customer shall provide CYSEC, on a regular basis, with feedback on the use of the Licensed Products.

## **6. Intellectual Property**

CYSEC shall be and remain the sole owner of all rights, title and interest, registered or not. Nothing in this Agreement shall operate any assignment or transfer of any Intellectual Property Rights to Customer.

## **7. Advertising and Publicity**

CYSEC may refer to The Customer as a customer of CYSEC for the Licensed Products and Customer grants to CYSEC a limited license to use its name, logos and trademarks for the sole purpose of referring to it within the frame of its marketing activities.

## **8. Limited Warranty**

8.1. Each party represents and warrants that it has the legal power to enter into this agreement.

8.2. Except as expressly provided in this agreement, all free-trial services, support (if any) and any other material are provided by CYSEC on an “as is” and “as available” basis. CYSEC makes no representation or warranty, and has no support obligations or liability, with respect to any customer. In particular, CYSEC does neither represent nor warrant that the Licensed Products shall meet Customer's requirements. The use of the Licensed Products is entirely at Customer's own risk, and CYSEC expressly disclaims any warranties regarding Customer's use thereof and/or any decisions taken by CYSEC based on the insights gained from its use of the Licensed Products.

8.3. The limitation of liability in section 10 shall in no event limit the amounts that may be payable by Customer in case of damages due to intent or gross negligence.

## **9. Indemnification**

Customer agrees to defend, indemnify and hold harmless CYSEC, its Affiliates and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including without limitation attorneys' fees) arising out of or related to any legal claim, suit, action or proceeding by a third party.

## **10. Limited Liability**

10.1 CYSEC's liability under the Agreement, whether in contract, tort or any other theory of liability, shall be excluded to the maximum extent permitted under applicable law.

10.2 CYSEC disclaims any liability for simple negligence as well as for any damages or losses, whether foreseen or foreseeable.

## **11. Governing Law and Jurisdiction**

11.1 The Agreement and/or any use of the Licensed Products shall be governed by and construed in accordance with Swiss substantive law, at the exclusion of its conflict of laws provisions.

11.2 Any dispute or controversy arising out of or in relation to the Agreement and/or Customer's use of the Licensed Products shall be subject to the exclusive jurisdiction of the competent ordinary courts at the place of the registered seat of CYSEC. Notwithstanding the preceding, nothing in these terms shall prevent CYSEC from seeking injunctive relief or any other remedy available at law in any jurisdiction in case of any infringement of its Intellectual Property Rights.

## **12. Miscellaneous**

This Agreement, together with any other additional terms and conditions, is the complete and exclusive statement of the agreement between the Parties and supersedes all prior communications and agreements between the Parties (oral or written) relating to the subject matter of this Agreement.

## **13. Amendments to this Agreement**

CYSEC may modify this Agreement at any time by posting a revised version at [cysec.com](https://cysec.com) or inside the Free-Trial Services. If Customer objects to the updated Agreement, Customer may choose to terminate the Free-Trial Services and this Agreement.