

## ACTIVESTATE PLATFORM FREE TRIAL AGREEMENT

Ver. November 12, 2024

This ActiveState Platform Free Trial Agreement ("Agreement") is entered into between ActiveState Software Inc., a B.C. Canadian corporation ("ActiveState"), and you, the individual or entity opting to participate in this free trial ("Customer," "User," "you," or "your"). This Agreement governs your free trial access and use of the proprietary ActiveState Platform, which includes all features, add-ons, related software, and associated documentation (collectively, the "ActiveState Platform"), also referred to as the "Trial" throughout this Agreement.

This Agreement takes effect when you click "I Agree," "I Accept," or by otherwise accessing or using the ActiveState Platform (the "Effective Date"). By doing so, you acknowledge that you have read, understood, and agree to be bound by this Agreement. You also represent and warrant that you have the legal authority to enter into this Agreement, and, if you are acting on behalf of an organization, that you have the authority to bind that organization to these terms. If you do not agree to these terms, you must refrain from accessing or using the ActiveState Platform.

In addition to this Agreement the Customer shall be bound by the terms and conditions for [Free Tier ActiveState Platform Terms of Service "FTOS"](#). For the sake of clarity, the terms and conditions stated in the FTOS are incorporated in this Agreement per section 6 of this Agreement and all capitalized terms used herein shall have the same meanings as those given in the FTOS, unless otherwise defined in this Agreement.

### 1. Trial Period, Suspension and Termination

- 1.1. The Trial Period begins when you sign up and lasts for seven (7) consecutive days ("Trial Period").
- 1.2. After the Trial Period your access to the ActiveState Platform will automatically be downgraded to our Free Tier and You will lose access to specific paid tier features unless You subscribe to a paid tier license. ActiveState will not be liable for any loss of User Data or User Platform Content that can result from the tier downgrade after the Trial Period.
- 1.3. ActiveState may terminate or suspend this Agreement at any time, with or without cause, by providing written notice to the User.
- 1.4. Any sections of this Agreement that by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive any such termination or expiration.

### 2. License Rights Granted

- 2.1. Subject to the Terms and Conditions of this Agreement, the FTOS, and any other instructions or restrictions provided by ActiveState, You are granted a nonexclusive, non-transferable, non-assignable, non-sublicensable, limited right and license to use the ActiveState Platform during the Trial Period. This license is limited to internal business purposes for evaluating the ActiveState Platform and may not be used not be used for production or commercial purposes. Upon expiration of the Trial Period and/or this Agreement, your right to access or use the ActiveState Platform will also terminate.
- 2.2. ActiveState is not required to provide any support, maintenance, service levels, or updates for the ActiveState Platform during the Trial Period.

### 3. Restrictions and User Trial Period Limitations

- 3.1. In addition to all restrictions included in the FTOS the following will apply to the Trial Period:
  - i. The Trial Period will allow access once to the ActiveState Platform per each email sign up.
  - ii. The Trial may be subject to certain usage limitations, such as restrictions on features, functionality or usage volumes. ActiveState reserves the right to change or impose new restrictions at any time without prior notice.

### 4. Intellectual Property Rights and Ownership

- 4.1. Neither these terms nor your access to the Trial Period grants you ownership or title in the ActiveState Platform, the information and content (except User Platform Content) it contains or in any other applicable rights therein. ActiveState reserves all rights not expressly granted to the User hereunder.
- 4.2. The User shall not remove, hide, or modify any of ActiveState's branding, warranties, disclaimers, intellectual property, or proprietary notices from the ActiveState Platform.
- 4.3. This Trial does not grant you any right to use any ActiveState's trademarks or other brand elements.

## **5. User Feedback**

- 5.1. If You provide ActiveState with feedback about the ActiveState Platform You consent to us using Your feedback without restriction or any obligation to You.
- 5.2. You consent to ActiveState's right and legitimate interest to collect, use, store, or process anonymized data related to Your access and use of the ActiveState Platform. Any personally identifiable information that You submit to ActiveState for the purpose of this Trial Period is subject to ActiveState's Privacy Policy.
- 5.3. ActiveState is not liable for any loss of User Data or User Platform Content and is not responsible for any actions you take with respect to Your User Data User Platform Content, including sharing it publicly. You are solely responsible and liable for complying with all conditions stipulated in our Acceptable Use provision in the FTOS, and You must ensure that You have all the rights and permissions needed to that User Data and User Platform Content with the ActiveState Platform.

## **6. Incorporation and Precedence of Terms**

- 6.1. This Agreement incorporates by reference the terms and conditions of the [Free Tier ActiveState Platform Terms of Service “FTOS”](#), which are deemed to apply to this Agreement unless specifically addressed or altered herein.
- 6.2. In case of any conflict or inconsistency between the terms of the FTOS and this Agreement, the provisions of this Agreement shall take precedence.
- 6.3. For any terms not explicitly covered in this Agreement, the relevant provisions in the FTOS will apply, including sections governing Definitions, Account Terms, Acceptable Use, License Grants, Ownership and Moral Rights, Ownership of Service, Restrictions, Open-Source Software, Confidential Information, API Terms, Termination, Communications with ActiveState, Disclaimer of Warranties, Indemnity Release and Limitation of Liability, and General provisions.