



## FREE TRIAL TERMS AND CONDITIONS

Last Updated: April 17, 2026

### 1. Introduction.

These Free Trial Terms and Conditions (“**Trial Terms**”) govern access to and use of the services offered by Material Security Inc. (“**Company**,” “**we**,” “**us**,” or “**our**”) during a free trial period. By registering for or using the free trial of the Services, you (“**Customer**” or “**you**”) agree to be bound by these Trial Terms.

If you are entering into these Trial Terms on behalf of an organization, you represent that you have authority to bind that organization.

### 2. Trial Services.

Company may provide Customer with access to certain Company products, software, or services (collectively, the “**Services**”) on a trial or evaluation basis.

The Services provided during the trial period may differ from those provided under a paid subscription and may be modified or discontinued at any time.

### 3. Trial Period.

The free trial period begins on the date Customer attends an initial onboarding meeting with Company to review findings and is granted access to the Services, and continues for seven (7) days thereafter unless: (i) earlier terminated by Customer or Company; or, (ii) it is extended by Company in its sole discretion upon written notice to Customer (“**Trial Period**”).

Company may terminate the Trial Period at any time for any reason or no reason. At the end of the Trial Period, access to the Services may be suspended unless Customer enters into a paid written subscription agreement with Company.

### 4. Evaluation License.

Subject to these Trial Terms, Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the Trial Period to access and use the Services solely for internal evaluation purposes.

Customer may not use the Services for production purposes unless otherwise authorized by Company in writing.

## **5. Restrictions on Use.**

Customer shall not use the Services for any purposes beyond the scope of the license granted in these Trial Terms. Without limiting the foregoing and except as otherwise expressly set forth in these Trial Terms, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Services; (ii) reverse engineer, decompile, or attempt to discover the source code of the Services; (iii) access the Services to build a competing product or service; (iv) publish or disclose performance benchmarks without Company's prior written consent; or (v) use the Services in violation of applicable laws or regulations.

## **6. Customer Data.**

Customer may provide data, content, or information to the Services ("**Customer Data**"). Customer retains all rights in Customer Data. Customer grants Company a limited license to process Customer Data solely to provide and improve the Services during the Trial Period. Company will delete all Customer Data following the end of the Trial Period unless otherwise agreed by the parties in writing.

## **7. Confidentiality.**

From time to time during the Trial Period, one party (the "**Disclosing Party**") may disclose or make confidential information available to the other party (the "**Receiving Party**"). The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's confidential information with at least the same degree of care as the Receiving Party would protect its own confidential information, but in no event with less than a reasonable degree of care; (b) not use the Disclosing Party's confidential information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under Trial Terms; and (c) not disclose any such confidential information to any person or entity, except to the Receiving Party's Representatives who need to know the confidential information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Trial Terms. Confidential information shall include any and all information disclosed by the Disclosing Party that, due to the nature of its subject matter or the circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary.

## **8. Intellectual Property.**

Company retains all right, title, and interest in and to the Services, including all software, technology, documentation, and intellectual property rights. No rights are granted to Customer except for the limited evaluation license set forth in these Trial Terms.

Customer shall retain all right, title, and interest in and to its intellectual property rights and nothing in these Trial Terms shall create any right or interest in Customer's intellectual property rights, whether by implication, exhaustion, estoppel, or under any other theory.

## **9. Feedback.**

Customer may provide suggestions, comments, or feedback regarding the Services ("**Feedback**").

Customer grants Company a perpetual, irrevocable, royalty-free license to use and incorporate such Feedback into its products and services without restriction provided that any such use does not refer to or rely upon Customer's intellectual property rights or confidential information.

## **10. No Warranty.**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Company does not guarantee that the Services will be uninterrupted, secure, or error-free.

## **11. Limitation of Liability**

To the maximum extent permitted by law, Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to the Trial Services.

Company's total liability arising out of or related to the Trial Services shall not exceed \$100.

## **12. Termination**

Company may terminate Customer's access to the Services at any time during the Trial Period.

Upon termination, Customer's access to the Services will cease and Company will permanently delete Customer Data.

### **13. Governing Law**

These Trial Terms shall be construed in accordance with and controlled by the laws of the State of California without reference to its conflict of law principles. The parties agree to submit to the exclusive jurisdiction and venue of the courts located in San Francisco, California and hereby waive any objections to the jurisdiction and venue of such courts.

### **14. Entire Agreement**

These Trial Terms constitute the entire agreement between the parties regarding the Trial Services and supersede any prior agreements relating to the trial.

### **15. Additional Security Clauses**

Reverse Engineering & Competitive Use Restriction: Customer shall not analyze, disassemble, or otherwise examine the Services for the purpose of replicating features, training competing models, or developing competing products.

Security Testing Restriction: Customer shall not conduct vulnerability scanning, penetration testing, load testing, or other security testing activities against the Services without prior written authorization from Company.

Benchmarking Restriction: Customer shall not publicly disclose the results of any benchmarking, performance testing, or comparative analysis of the Services without the prior written consent of Company.