

## EVALUATION AND TESTING ACCESS TERMS

Restricted, internal, non-commercial evaluation access to the Redpine Platform

Last updated 28 August 2026

These Evaluation and Testing Access Terms (the "Evaluation Terms") are a contract between you (the person or entity accepting them, "you") and Redpine Technology AB (reg. no. 559499-8824), Sweden ("Redpine", "we", "us"). They govern your evaluation access to the Redpine platform (the "Platform") and to third-party content made available through it (the "Content") for one purpose only: testing and evaluating the Platform for your own product.

**Evaluation access is not commercial access.** It is granted on a restricted, internal, non-commercial basis. It is revocable at any time without notice. It carries no service levels, no warranties and no commitment that access will continue. If you want to use the Platform, Content or Outputs commercially, externally, or in production, you need Redpine's standard API Access Terms or a signed Access Order. Nothing in these Evaluation Terms gives you that.

**Accepting these terms.** By completing the onboarding process, clicking to accept, generating an API key, authenticating to the Platform, using or purchasing credits, or otherwise accessing or using the Platform or any Content, you agree to these Evaluation Terms, which take effect between you and Redpine on that date (your "Effective Date"). If you are acting for an organization, you confirm you have authority to bind it. If you do not agree, do not use the Platform.

**Who can use it.** Evaluation Access is for persons or organizations evaluating the Platform for a professional purpose. By accepting, you confirm that you are at least 18 (or the age of majority where you live), that, where you accept these Evaluation Terms for an organization, you are acting for the organization you named at registration, and that you are not on any sanctions or restricted-party list. Evaluation Access is not available to anyone who builds, sells or operates a product that competes with the Platform or with any Content Partner, or to anyone acting for such a party.

**Words we use.** To keep these terms readable, here is what the capitalized words mean:

- **Content** - the data you access through the Platform, made available by a Content Partner.
- **Content Partner** - a third party that licenses Content to Redpine and makes it available through the Platform.
- **Platform** - the Redpine platform, including its API, MCP and CLI interfaces.
- **Evaluation Access** - the limited, revocable access to the Platform and Content granted under these Evaluation Terms.
- **Evaluation Purpose** - internal testing and technical evaluation of the Platform and Content, by you and your Named Users, in a Non-Production Environment, to decide whether to use or license them commercially or for production use. Nothing else is an Evaluation Purpose.
- **Named Users** - you, or the individuals you identify to us at registration who are permitted to use the Platform under Section 1.4.
- **Non-Production Environment** - a segregated, access-controlled environment that is not public-facing, is not connected to or relied on by any live, customer-facing or revenue-generating system, and is not used to deliver any product or service to a third party.
- **Permitted Use** - the rights granted for a specific piece of Content, including any restrictions and limitations, as shown on the Platform. The Evaluation Purpose narrows the Permitted Use further; where they differ, the narrower applies.

- **Outputs** - any summary, synthesis, citation or response generated or obtained by you or an Agent using Content.
- **Agent** - a software system, including AI or agentic systems, that queries the Platform on your behalf. You remain fully responsible and liable for it.
- **Feedback** - any comment, evaluation result, bug report, benchmark, suggestion or other input you give us about the Platform, the Content or the Outputs.
- **Flow-Down Terms** - extra dataset-specific conditions a Content Partner requires for its Content, which you must also follow.
- **System Data / Derived Data** - operational, aggregated or anonymized data generated from running the Platform; owned by Redpine.
- **Platform Rates** - the per-query rates for Content and Platform use shown on the Platform from time to time.
- **Access Order** - a signed order between you and Redpine setting committed scope, pricing, term and any special terms for commercial access. No Access Order applies to Evaluation Access, and nothing in these Evaluation Terms creates one or obliges either party to enter into one.
- **API Access Terms** - Redpine's standard API Access Terms for commercial, non-evaluation access to the Platform, as published on redpine.ai and updated from time to time.
- **Redpine Policies** - our Privacy Policy and our Data Processing Agreement (DPA), each as published on redpine.ai and each incorporated into these Evaluation Terms by reference.

## 1. How Evaluation Access works

**1.1 Micro access.** Redpine provides controlled, transaction-based "micro access" to proprietary Content made available by Content Partners. Access is through the Platform API and MCP/CLI interfaces only, and there is no direct access to the underlying storage. Each interaction is a single request-and-response transaction.

**1.2 Scope of the grant.** Evaluation Access is personal to you, limited, non-exclusive, non-transferable, non-sublicensable and revocable. Your rights are limited to what these Evaluation Terms grant and what the Permitted Use allows for the specific Content you access, in each case only for the Evaluation Purpose.

**1.3 No fixed term, revocable without notice.** Evaluation Access begins on your Effective Date and has no committed duration. We may suspend, limit, throttle or withdraw it at any time, in whole or in part, with or without notice and without giving a reason. A withdrawal is not a breach by us and creates no liability for us. You may stop at any time.

**1.4 Named Users only.** Only the individuals you identify to us at registration (the "Named Users"), who must be your employees or contractors bound by written confidentiality obligations at least as protective as these Evaluation Terms, may use the Platform. You are responsible for everything your Named Users and your Agents do.

**1.5 No support, no service levels.** Evaluation Access carries no uptime, support or maintenance commitment. We may add, change, withdraw or disable any Platform feature or any Content at any time.

## 2. What you may do, and what you may not

**2.1 The only permitted use.** You may access, retrieve, read and analyze Content, and generate and review Outputs, solely for the Evaluation Purpose: internal testing and technical evaluation of the Platform, Content and Outputs, by you and your Named Users, in a Non-Production Environment. Every other use is prohibited. Never assume a right that is not expressly granted here.

**2.2 No external use.** You must not disclose, display, share, transmit, publish or otherwise make available any Content or Output to anyone other than you and your Named Users. This includes your customers, prospects, end users, suppliers, partners, resellers, investors, advisers and the public, and it includes demonstrations, pitches, screenshots, marketing material, conference talks, social posts, academic papers and press.

**2.3 No commercial use.** You must not use Content or Outputs to generate revenue, to provide any product or service to a third party, to support any live or production use, or in any customer-facing, public-facing or revenue-generating environment, whether or not you charge for it.

**2.4 No training, no persistence, no dataset.** You must not use Content or Outputs to train, fine-tune, ground, benchmark or improve any AI or machine-learning model or system. You must not persist, store, cache, index, embed, vectorize, redistribute or otherwise retain Content or Outputs beyond the transient use strictly needed for a single evaluation session. Any embedding, vector index or cache created during the evaluation must be deleted as soon as the relevant test is complete and, in any event, when Evaluation Access ends.

**2.5 No bulk or systematic access.** You must not systematically extract Content or Outputs, run automated harvesting, or convert controlled transactional access into bulk or dataset-level access, whatever the technique.

**2.6 No competing use.** You must not use the Platform, Content or Outputs to build, train, specify or assist any product or service that competes with the Platform or with a Content Partner's products or services, to reconstruct the underlying Content from any Output or derived representation, or to substitute for a Content Partner's own products.

**2.7 No publication of results.** Evaluation results, benchmarks, performance figures, latency and quality measurements, Platform Rates and any comparison with another provider are Redpine's confidential information. You must not publish them or disclose them to any third party without Redpine's prior written consent.

**2.8 No reliance.** Outputs are AI-generated and may be inaccurate, incomplete or wrong. You must not rely on Content or Outputs for any operational, clinical, legal, financial or other decision, and in particular not for any decision with legal or similarly significant effects on a person. Evaluation Access is for testing the Platform, not for doing work with it.

**2.9 No personal or regulated data.** You must not submit personal data, special categories of personal data, patient data, privileged material or any regulated production data to the Platform during the evaluation. Test with synthetic or non-personal inputs.

**2.10 No interference.** You must not circumvent, probe, reverse engineer, decompile or interfere with the Platform's rate limits, safeguards, watermarks or access controls, and you must not share your API key or credentials outside the Named Users.

**2.11 Attribution.** Each API response identifies its Content source. You must preserve that attribution and every proprietary notice, unaltered, in any internal Output you keep.

**2.12 Ceiling.** You never get greater rights in any Content than the Content Partner has authorized. The Permitted Use shown for a Content source, and any Flow-Down Terms, apply in addition to these Evaluation Terms, and where they are narrower they control. We may add, change or withdraw Content at any time; a withdrawal is not a breach and creates no liability for us.

**2.13 Delete when it ends.** When Evaluation Access ends for any reason, your rights end immediately. You must promptly and permanently delete all copies of Content and Outputs, including any derived representation, embedding or index, and certify that deletion in writing if we ask.

### 3. Feedback

**3.1 We ask for it.** Feedback is the point of the evaluation. We ask that you tell us what worked, what broke and what was missing, and that you respond to reasonable requests for a short evaluation call or written summary. Feedback is requested and expected, but it is not a contractual obligation, and not giving it is not a breach of these Evaluation Terms.

**3.2 We own it.** If you do give Feedback, you assign to Redpine all right, title and interest in it, including all intellectual property rights, with effect from the moment you give it, and you waive any moral rights in it to the extent permitted by law. To the extent an assignment is not effective, you grant Redpine a worldwide, perpetual, irrevocable, royalty-free, sublicensable and transferable license to use, modify, exploit and commercialize the Feedback for any purpose, without restriction.

**3.3 No compensation, no confidentiality, no obligation to act.** You get no payment, credit, attribution, royalty or other compensation for Feedback. Feedback is not your confidential information, and we are under no obligation to keep it confidential, to act on it, to implement it, or to tell you what we did with it. You confirm that any Feedback you give is yours to give and does not include anyone else's confidential information or intellectual property.

### 4. Payment: prepaid credits by card

**4.1 Prepaid credits only.** Evaluation Access is paid for in advance with prepaid credits (in some cases, Redpine will make available to you prepaid credits). You buy credits on the Platform with a valid credit or debit card and draw them down per query at the Platform Rates shown at the time of purchase. There is no invoicing, no payment on account and no credit terms during the evaluation.

**4.2 Your card.** You confirm you are authorized to use the card you provide, and you authorize Redpine and its payment processor to charge that card for the credits you purchase plus any applicable taxes. Card details are handled by our third-party payment processor and are subject to its terms; Redpine does not store full card numbers. Keep your card and billing details accurate and current. If a charge fails, is reversed or is charged back, we may suspend or terminate Evaluation Access immediately and recover the amount due.

**4.3 Non-refundable.** All credit purchases are final. Credits are non-refundable and non-cancellable, carry no cash value, are not redeemable for cash or credit back, cannot be transferred, sold or shared, and are not exchangeable for any other product. This applies however the evaluation ends, including where we suspend or withdraw Evaluation Access under Section 1.3 or Section 6.

**4.4 Cap and expiry.** Evaluation Access is capped at the credit volume and rate limits shown on the Platform for your account. We may set, lower or enforce that cap at any time. Unused credits expire when Evaluation Access ends and are not refunded, carried over or reinstated.

**4.5 Rates, records and taxes.** Platform Rates may change without notice, and the rate applied is the rate in effect when the query is made. Fees are in USD. The Platform's transaction logs are the final record of your usage and of the fees drawn. Fees exclude taxes, which are your responsibility, except taxes on Redpine's income.

**4.6 Free credits.** Any free, demo or promotional credits we grant are provided "as is", may be changed, limited or withdrawn at any time without notice, and are never refundable or convertible to cash.

### 5. Acceptable use, security and law

These rules apply to you, to your Named Users and to every Agent acting on your behalf. Each breach is a material breach of these Evaluation Terms.

**5.1 Prohibited conduct and material.** You will not use the Platform, Content or Outputs, and will not let any Agent, user or third party use them, for any unlawful, infringing or harmful purpose. This includes infringing a third party's intellectual property or other rights; creating, storing or transmitting illegal, fraudulent, abusive, hateful, defamatory or sexually exploitative material (including any content that sexualizes minors, and any deepfake); distributing malicious code or damaging or interfering with the Platform or any third-party system; or otherwise violating applicable law or any privacy or publicity right.

**5.2 Agents and human oversight.** These rules apply in full to any Agent you use, and you remain responsible for it. The Platform may itself use agentic AI. You are solely responsible for validating Outputs, and Section 2.8 limits what you may rely on them for at all.

**5.3 Security.** You are responsible for all activity under your API key and account. Provide accurate registration details and keep them current; keep your key and credentials confidential and secure; do not share them outside the Named Users; and disable access for anyone no longer authorized. You are responsible, at your own expense, for the equipment, software, connectivity and security controls you need. Tell us immediately of any suspected vulnerability or breach, any unauthorized use of your key, or any use that may violate a Content Partner's rights.

**5.4 Compliance and audit.** You will comply with all laws applicable to your use of the Platform, Content and Outputs. These may be subject to U.S. and EU export-control and sanctions laws; you confirm you are not located, organized or resident in an embargoed territory and not on any restricted-party list, and that you will not make the Platform, Content or Outputs available to anyone who is. You will not give, promise, accept or solicit any improper payment, bribe or kickback. You will cooperate with any audit or compliance investigation we run under our agreements with Content Partners, including by providing the logs, environment details and access we reasonably request to verify that your use stayed inside the Evaluation Purpose.

## **6. Suspension and termination**

**6.1 By Redpine.** We may suspend or terminate Evaluation Access at any time, without prior notice and without cause, and will do so immediately if (a) you breach these Evaluation Terms; (b) we reasonably determine that prohibited use has occurred, likely occurred, or is likely to occur; (c) a Content Partner requests it; or (d) continued access creates a legal, security or compliance risk.

**6.2 By you.** You may stop using the Platform and close your account at any time. Credits are not refunded (Section 4.3).

**6.3 Effect.** Section 2.13 (deletion and certification) applies on any termination. The sections on the Evaluation Purpose and restrictions, feedback, fees and credits, acceptable use, intellectual property, the direct promise to Content Partners, indemnity, liability, confidentiality and governing law survive.

**6.4 No conversion, no exclusivity.** Evaluation Access does not convert into commercial access automatically. Nothing in these Evaluation Terms obliges either party to enter into a commercial agreement, and neither party gets exclusivity or a right of first refusal.

## **7. Intellectual property**

Content accessed through the Platform belongs to the relevant Content Partner, and you acquire no ownership or intellectual property rights in it. Outputs are generated for the Evaluation Purpose only; to the extent an Output is original expression, any rights you have in it are subject to the Content Partner's underlying rights, to the restrictions in Section 2, and to your deletion obligation in Section 2.13. All rights in the Platform remain with Redpine, and System Data and Derived Data are owned by Redpine. Outputs may not be unique; other users may receive similar Outputs, and Outputs generated for other users are not yours.

## 8. Your direct promise to Content Partners

By accessing any Content, you make a direct, independent promise to each Content Partner whose Content you access that you will comply with (a) these Evaluation Terms, including Sections 2 and 5, and (b) any dataset-specific conditions or Flow-Down Terms for that Content. This promise is enforceable by each Content Partner in its own name, independently of Redpine. It is not reduced by the liability cap in Section 10.3, arises automatically on first access, and cannot be revoked without the Content Partner's written consent.

## 9. Warranties and disclaimers

Each party warrants that it has authority to enter into these Evaluation Terms. To the maximum extent permitted by law, the Platform, Content and Outputs are provided "as is" and "as available" for evaluation only, with no warranty of any kind, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, non-infringement or uninterrupted availability. Outputs are AI-generated and may contain inaccuracies, errors or hallucinations. Evaluation Access carries no service level, no support commitment and no intellectual property indemnity from Redpine; the IP indemnity available under an Access Order does not apply to Evaluation Access.

## 10. Indemnity and liability

**10.1 Your indemnity.** You will defend, indemnify and hold harmless Redpine and the relevant Content Partner against any third-party claim, loss, liability, fine or cost arising from your breach of these Evaluation Terms, or from your, your users' or your Agents' misuse of the Platform, Content or Outputs. We will notify you of the claim and give you control of the defense; you may not settle in a way that admits fault, imposes obligations on us, or fails to fully release us without our consent.

**10.2 Exclusions.** To the maximum extent permitted by law, Redpine will not be liable for any indirect, incidental, special, exemplary, punitive or consequential damages, or for lost profits, revenue, data, goodwill or business opportunity, however caused.

**10.3 Cap.** Redpine's total aggregate liability under these Evaluation Terms will not exceed the lower of (a) the fees you paid Redpine in the three months before the first event giving rise to liability and (b) USD 100. Nothing limits liability for fraud or willful misconduct, or any liability that cannot be limited by law.

**10.4 What the limits do not reduce.** These limits do not reduce your obligation to pay fees properly due, or your liability under Section 8 (direct promise to Content Partners), Section 10.1 (indemnity), or for breach of Section 2, Section 5 or Section 11.

## 11. Confidentiality

The Platform, the Content, the Permitted Use terms, the Platform Rates, and all evaluation results and benchmarks are Redpine's confidential information. You will not disclose them except to your Named Users who need them for the Evaluation Purpose and who are bound by confidentiality obligations at least as protective as these Evaluation Terms. Your queries, prompts and usage patterns are your confidential information; we will not disclose them to Content Partners except in aggregated, anonymized form, as required by law, or with your consent. Feedback is excluded from these obligations under Section 3.3. These obligations survive for three years after Evaluation Access ends.

## 12. Data protection

Personal data we process for our own operational purposes (contracting, account administration, billing and support) is processed by Redpine as an independent controller in accordance with our Privacy Policy, which forms part of the Redpine Policies incorporated into these Evaluation Terms. Section 2.9 prohibits

you from submitting personal data through the Platform during the evaluation. If you do so in breach of that section, you are the controller of that data and are solely responsible for it, and our Data Processing Agreement applies to the extent we process it on your behalf.

### 13. Changes to these terms

We may update these Evaluation Terms at any time by posting an updated version with a new "last updated" date. Because Evaluation Access is free of any committed term and revocable, changes take effect when posted, and continued use after that means you accept them. If you do not accept a change, stop using the Platform.

### 14. Governing law and disputes

These Evaluation Terms are governed by the laws of Sweden (excluding its conflict-of-laws rules and the UN CISG). The parties will first try to resolve any dispute through good-faith negotiation between senior representatives for 30 days. Failing that, the dispute will be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC), seated in Stockholm and conducted in English. Either party may still seek interim or injunctive relief from any competent court to protect its intellectual property or confidential information. Each party waives any right to a jury trial.

### 15. General

- **Relationship to other terms.** These Evaluation Terms govern Evaluation Access and replace Redpine's standard API Access Terms for as long as Evaluation Access lasts. If you later move to paid commercial access, the API Access Terms or a signed Access Order govern from that point, and Sections 2.13, 3, 10 and 11 of these Evaluation Terms continue to apply to everything you accessed during the evaluation.
- **No publicity.** Neither party may name the other, or refer to the evaluation or its results, in any public statement without the other's prior written consent.
- **Assignment.** You may not assign these Evaluation Terms without our consent; we may assign to an affiliate or in connection with a merger, acquisition or sale of substantially all our assets.
- **Force majeure.** Neither party is liable for failure or delay caused by events beyond its reasonable control; this does not excuse payment of amounts already due.
- **Third-party rights.** Only Content Partners may enforce these Evaluation Terms, through the direct promise in Section 8. No other third party may enforce any term.
- **Entire agreement.** These Evaluation Terms and the linked policies are the entire agreement between us on this subject and replace earlier discussions. If any provision is unenforceable, the rest stays in effect, and no delay in enforcing a right is a waiver.
- **Contact.** Questions or notices: email [legal@redpine.ai](mailto:legal@redpine.ai).