

Terms and conditions for evaluation license (Free Trial)

The following terms and conditions apply to free trials of the Email Event Handler application (“the Product”) provided by TSD Services, Ltd. (“TSD”):

- 1. Grant of Trial License.** TSD hereby grants you a personal, non-transferable, non-exclusive, royalty-free license (the “**Trial License**”) to access and use the Product during the Trial Period stated in Clause 2 below, solely for the purposes of evaluating the Product for use in your business, and subject to the other terms and conditions set out below. During the Trial Period, you may make such use of the Product as you reasonably require in order to evaluate it for future use in your business, but not for any other purpose.
- 2. Trial Period.** The free Trial License shall last for a period of 30 days only (the “**Trial Period**”).
- 3. Termination.** This License may be terminated during the Trial Period:
 - a. by TSD giving written notice, with immediate effect, if you are in breach of any of your obligations set out in these terms and conditions;
 - b. by you giving 7 days’ written notice; or
 - c. automatically, upon TSD and you entering into a Software License Agreement for the Product.
- 4. Consequences of termination.** If this Trial License expires or terminates without you having entered into a Software License Agreement, then you must within 2 working days completely delete all electronic copies of all or any part of the Product and/or TSD’s proprietary information.
- 5. Intellectual property rights.** TSD owns all intellectual property rights in the Product and all related documentation. Nothing in these terms and conditions confers on you any intellectual property or other rights in relation to the Product or the documentation, other than the right to use it under [Clause 1](#). If a third party notifies you of any claim that the use of the Product infringes its rights, you must immediately notify TSD, and must if so requested by TSD immediately cease use of the Product.
- 6. Liability.** TSD shall have no liability in any circumstances whatever for any data loss or corruption, and you acknowledge and agree that you have sole responsibility for protecting your data during evaluation of the Product.
- 7. Upgrading to Software License Agreement.** You can confirm that you wish to enter into a Software License Agreement by emailing sales@tsd.com at any time before the end of the Trial Period.
- 8. One Trial License per company.** Only one Trial Period per company is allowed, and further attempts to set up a Trial License will be rejected by TSD.
- 9. No warranties.** Except as expressly stated in these terms, no representations, conditions, warranties or other terms of any kind are given in respect of the Product, and all statutory warranties and conditions are excluded to the fullest extent possible.
- 10. Variations.** TSD reserves the right (a) to change the Product or any of the terms and conditions applicable to the Trial License, and (b) to deny, cancel or remove the Email Event Handler application, in each case at any time and for any reason. Any such changes will be announced on the Email Event Handler page, available on tsd.com website. Failure to receive specific notification of a change does not make those changes invalid.

11. Governing law. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject-matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the U.S.A.