

SLEEP CYCLE SDK TRIAL ACCESS TERMS

These Trial Access Terms (the “Terms”) govern the non-production trial access granted by Sleep Cycle AB, reg. no. 556614-7368, Drakegatan 10, 412 50 Gothenburg, Sweden (“Sleep Cycle”) to a company that is approved for trial access (the “Recipient”). Sleep Cycle and the Recipient are each a “Party” and together the “Parties”.

These Terms are accepted by signing a trial access agreement that incorporates them. The Trial Period, usage limits and start date applicable to a Trial are set out in that agreement.

1. Purpose and scope

- 1.1 Sleep Cycle provides the Recipient with time-limited and usage-limited access to the Sleep Cycle software development kit and related documentation (the “SDK”) solely to evaluate the SDK’s functionality and technical fit (the “Trial”).
- 1.2 The Trial is for internal evaluation and testing only. The SDK must not be used in any production or live environment, embedded in any commercial product or service, or made available to any end user or other third party.
- 1.3 Access is limited to the Recipient’s employees and individual contractors who need access for the Trial, are bound by confidentiality obligations, and act under the Recipient’s control (“Authorised Users”). The Recipient is responsible for all use of the SDK by its Authorised Users.

2. Trial licence

- 2.1 Subject to these Terms, Sleep Cycle grants the Recipient a limited, non-exclusive, non-transferable, non-sublicensable, revocable and royalty-free licence to install and use the SDK for the Trial during the Trial Period.
- 2.2 The licence is limited to the usage limits applicable to the Trial. Sleep Cycle may technically enforce, meter or monitor the Trial limits and the Recipient must not circumvent or interfere with such controls.
- 2.3 All rights not expressly granted under these Terms are reserved to Sleep Cycle.

3. Use restrictions

The Recipient shall not, and shall not permit any Authorised User or third party to:

- (a) copy, distribute, sublicense, sell, rent, lease or otherwise make the SDK available to any third party, except for copies reasonably required for the Trial;
- (b) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, structure, underlying ideas or algorithms of the SDK, except to the extent expressly permitted by mandatory law;
- (c) modify, adapt or create derivative works of the SDK;
- (d) use the SDK, or any outputs or results derived from it, to train, fine-tune, develop or replicate any machine-learning or artificial-intelligence model, including through model distillation, transfer learning or similar techniques;
- (e) publish benchmarks, performance comparisons or evaluation results concerning the SDK without Sleep Cycle’s prior written consent;
- (f) remove, obscure or alter any proprietary or attribution notice; or
- (g) use the SDK for any purpose other than the Trial.

Any breach of this Section 3 is a material breach and entitles Sleep Cycle to suspend or terminate the Trial immediately.

4. Access credentials and security

- 4.1 The Recipient must keep all access credentials and technical access details secure and confidential, restrict them to Authorised Users, and not share them between users.
- 4.2 The Recipient must promptly notify Sleep Cycle of any suspected loss, compromise or unauthorised use of credentials or the SDK and follow Sleep Cycle’s reasonable security instructions.
- 4.3 The Recipient must not bypass security measures, perform penetration or security testing, or introduce malicious code without Sleep Cycle’s prior written approval.

5. Data and lawful use

- 5.1 The Parties do not exchange personal data under these Terms. To the extent either Party processes personal data in connection with the Trial, each Party acts as an independent controller and is responsible for its own compliance with applicable data protection law, including the EU General Data Protection Regulation (GDPR).

5.2 The Recipient is responsible for the lawfulness of its Trial activities and warrants that it has all necessary rights and permissions for any data or materials it uses in connection with the Trial.

6. Intellectual property and feedback

- 6.1** The SDK and all intellectual property rights in and to it, including any updates and improvements made by Sleep Cycle, remain the exclusive property of Sleep Cycle. No intellectual property right is transferred except for the limited licence in Section 2.
- 6.2** Any feedback is voluntary. The Recipient grants Sleep Cycle a perpetual, irrevocable, worldwide, royalty-free right to use and exploit feedback without restriction or obligation, provided the feedback does not contain the Recipient's confidential information or third-party material.

7. Confidentiality and publicity

- 7.1** The SDK, documentation and any technical or commercial information disclosed by Sleep Cycle in connection with the Trial are confidential. The Recipient shall use them only for the Trial and disclose them only to Authorised Users. Any separate non-disclosure agreement between the Parties also applies and prevails in case of conflict.
- 7.2** Neither Party may use the other Party's name, trade marks or logos, or publicly refer to the Trial, without the other Party's prior written consent.
- 7.3** This Section 7 survives expiry or termination of the Trial.

8. No warranty or support

The SDK is provided "as is" and "as available" for evaluation purposes, without warranty of any kind. Sleep Cycle does not warrant that the SDK will be error-free, uninterrupted, fit for a particular purpose or non-infringing. Sleep Cycle has no obligation to provide support, updates, service levels, backward compatibility or any commercial offering after the Trial.

9. Limitation of liability

To the maximum extent permitted by law, Sleep Cycle shall have no liability arising out of or in connection with the Trial or the SDK, which are provided free of charge. Neither Party shall be liable for indirect or consequential loss. Nothing limits liability that cannot be limited under mandatory law. This Section does not limit the Recipient's liability for breach of Sections 3, 4, 6 or 7.

10. Term and termination

- 10.1** The Trial begins on its start date and continues for the Trial Period, unless extended in writing by Sleep Cycle or terminated earlier.
- 10.2** Either Party may terminate the Trial at any time by written notice. Sleep Cycle may suspend or revoke access at any time, with or without cause.
- 10.3** On expiry or termination, the licence ends immediately. The Recipient shall cease all use and delete the SDK, documentation, credentials and copies from its repositories, devices, test applications, build artefacts, cloud environments and other systems under its control. Inaccessible automatic backups may remain until deleted in the ordinary retention cycle, provided they are not restored or used. On request, the Recipient shall confirm deletion in writing.
- 10.4** Sections 3, 4, 6, 7, 8, 9, 10.3 and 11 survive expiry or termination.

11. General

- 11.1** These Terms constitute the entire agreement regarding the Trial and supersede prior understandings on that subject, except for any non-disclosure agreement between the Parties.
- 11.2** The Recipient may not assign or transfer these Terms without Sleep Cycle's prior written consent. Any amendment must be in writing and signed by both Parties.
- 11.3** Sleep Cycle may seek injunctive or other equitable relief for unauthorised use or disclosure of the SDK, without limiting any other remedy.
- 11.4** These Terms are governed by Swedish law. The courts of Sweden, with Gothenburg District Court as court of first instance, have exclusive jurisdiction over any dispute arising out of or in connection with these Terms.