



## REDIS ENTERPRISE SOFTWARE TRIAL TERMS

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Welcome and thanks for downloading the [Redis Enterprise Software](#) for trial (“**Trial Software**”)! These trial terms (“**Trial Terms**”) are a legally binding contract and describe your rights and responsibilities as a user of the Trial Software specified below. If you are using the Trial Software on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Trial Terms. If you do not agree to these Trial Terms, please do not register, download or use any of the Trial Software. Redis Labs (“**Redis Labs**” “**us**” or “**we**”) and you (where “**you**” or “**evaluator**” shall mean the entity you represent or, if that does not apply, you individually) may each be referred to as a “**Party**” and collectively as the “**Parties**”. You are entering into these Trial Terms with the following Redis Labs entity, based on your location: (i) with Redis Labs, Inc., if you are located in the Americas or Asia (including India); (ii) with Redis Labs UK Ltd., if you are located in Europe, the Middle East (other than Israel), or Africa; or (iii) with Redis Labs Ltd., if you are located in Israel.

### 1. The Trial Software

We are pleased to offer you access to and use of our Trial Software, which may include (a) the generally available Redis Enterprise Software (previously known as Redis Pack, RP, Redis Labs Enterprise Cluster or RLEC), and (b) Redis Enterprise Modules and add-ons (e.g. Redisearch, RedisGraph, RedisJSON, RedisBloom). The use of Redis Enterprise Software with any Redis Module, which is not a Redis Enterprise Module, is prohibited and is not part of these Trial Terms. The Trial Software is available free of charge for a period of 30 days from the date of download (“**Trial Period**”) provided that such use is limited per each user (an individual or a company) to 4 Database Instances or Database Shards (“**Trial Capacity**”). For purposes of these Trial Terms, “**Database Instances**” or “**Database Shards**” mean any Redis process, including but not limited to, a master database process, a slave database process, or a database process that acts as a shard of a clustered database, that has been provisioned by the Evaluator with connection to the Trial Software through the Trial Software management user interface, the application program interface, or a command line interface.

We reserve the right to discontinue the provision of Trial Software at any time, without prior notice.

## **2. Registering Your Account**

To use the Trial Software, we require you to obtain an account (“**Account**”) by completing our [registration process](#) and designating a user ID and password. When registering with us you must: (i) provide true, current and complete information about yourself, and (ii) maintain such information so it continues to be true, current and complete. You are responsible for your account and only you may use it. If your login credentials are lost or stolen, or if you become aware of any unauthorized use of your Account or the Trial Software please contact [Redis Labs Support](#).

We may collect certain Account registration and use data and information about you and your use of the Trial Software and otherwise in connection with such use. Any collection and use of all such data and information will be in accordance with these Trial Terms and our [Privacy Policy](#) which you acknowledge.

The Trial Software is accessible only to users registered with us. We reserve the right to decline any Account registration.

## **3. Limited License, Restrictions & Commercial License**

Subject to the terms and conditions of these Trial Terms, Redis Labs grants you a limited, non-exclusive, non-sublicensable, non-transferable, revocable, license to use the Trial Software during the Trial Period solely for evaluation purposes in your internal business operations. The Software may include code that is licensed under third party license agreements, including open source software made available or provided with the Trial Software.

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“Confidential Information” means information, in any form or format, marked confidential, identified as Confidential Information at the time of disclosure or the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. Confidential Information includes, but is not limited to, source code, benchmarks, pricing, roadmaps, security measures and reports. You will use at least commercially reasonable efforts to maintain the confidentiality of the Confidential Information, agree to use Confidential Information only for purposes consistent with these Trial Terms and will notify us promptly of any unauthorized use or disclosure of Confidential Information. Confidential Information may be disclosed and used by your employees, partners, contractors, professional advisors and third parties having a need to know and who are under a similar obligation of confidentiality.

The Trial License will automatically terminate upon the expiration of the Trial Period. You may license a commercial version of the Trial Software and use all of its available features, by [submitting a pricing request](#) or by contacting us at [sales@redislabs.com](mailto:sales@redislabs.com).

#### **4. Trial Support Services**

We may provide limited, free of charge, informational and support services for the Trial Software (“**Trial Support**”). Trial Support may be available via email at [support@redislabs.com](mailto:support@redislabs.com). Redis Labs will not be responsible for any resulting delays in providing Trial Support.

#### **5. Warranty Disclaimer & Limitation of Liability**

THE TRIAL SOFTWARE IS PROVIDED “AS IS,” “WITH ALL FAULTS” and “AS AVAILABLE”, AND REDIS LABS AND ITS AFFILIATES AND LICENSORS MAKE NO (AND HEREBY DISCLAIM ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE TRIAL SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE TRIAL SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR QUIET ENJOYMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REDIS LABS AND ITS AFFILIATES, PARTNERS, RESELLERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY

DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFIT, GOODWILL, USE OR DATA), EVEN IF EVALUATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATED TO THESE TRIAL TERMS.

## **6. Indemnification**

To the extent not prohibited by law, you will defend Redis Labs against any cost, loss, damage, or other liability arising from any third party demand or claim that your use of the Trial Software: (a) infringes a registered patent, trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of Redis Labs' actions); or (b) violates applicable law or these Trial Terms. We will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

## **7. Governing Law and Jurisdiction**

If you are located in the Americas or Asia (including India), these Trial Terms shall be governed by the laws of the State of Delaware, without regard to its conflict or choice of laws principles. The Parties agree that any and all disputes concerning these Trial Terms shall be brought in the federal and state courts of the Commonwealth of Delaware having jurisdiction thereof and irrevocably waive any and all claims and defenses either might otherwise have in any such action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, *forum non conveniens* or any similar claim or defense.

If you are located in Europe, the Middle East (other than Israel), or Africa, these Terms of Service shall be construed and enforced in all respects in accordance with the laws of England, without reference to principles of conflict or choice of law. The Parties hereby consent to the exclusive jurisdiction of the English courts.

If you are located in Israel, these Trial Terms shall be governed by the laws of the State of Israel without reference to principles of conflict or choice of law. The courts located in the Central District of the State of Israel shall have exclusive jurisdiction over any dispute or matter in connection with these Trial Terms.

## **8. General**

**Severability; Entire Agreement.** These Trial Terms apply to the maximum extent permitted by relevant law. If a court holds that the Parties cannot enforce a part of these Trial Terms as written, you and Redis Labs will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Trial Terms will remain in effect. This is the entire contract

between you and Redis Labs regarding the Trial Software. It supersedes any and all prior contracts or oral or written statements regarding your use of the Trial Software.

**Assignment and transfer.** We may assign, transfer, or otherwise dispose of our rights and obligations under these Trial Software, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Trial Software, unless Redis Labs agrees in writing.

**Independent Contractors; No Beneficiaries.** Redis Labs and you are not legal partners or agents; instead, our relationship is that of independent contractors. This agreement is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

**Force Majeure.** Neither Party will be liable to the other for any delay or failure to perform any obligation under these Trial Terms if the delay or failure is due to events which are beyond the reasonable control of such Party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

**Notices.** All communications and notices to be made or given pursuant to these Trial Terms must be in English. We may provide any notice to you under these Trial Terms by posting a notice on our website for the applicable Trial Software or via email to the address associated with your Account. You will be deemed to have received any email sent to the email address then associated with your Account. To give us notice under these Trial Terms, you must (i) email us at [legal@redislabs.com](mailto:legal@redislabs.com), or (2) send us your notice by certified mail, return receipt requested, to: Global Legal, Redis Labs, Inc. 700 E. El Camino Real, Mountain View, CA 94040, USA.

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