

LEGAL DOCUMENT

Trial and Evaluation Terms

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Source: <https://v5ultimate.com/legal/terms>

1. Who you are contracting with

These Trial and Evaluation Terms ("Terms") are a binding agreement between you ("you") and **S.G. Systems, LLC** ("we", "us") for trial and evaluation access to V5 Ultimate (the "Service"). If you accept on behalf of an organisation, you confirm you have authority to bind it, and "you" means that organisation.

2. Acceptance and scope

By creating a trial workspace or using the Service for evaluation, you agree to these Terms. Our [Privacy Notice](#) explains how we process personal data; it is information, not additional contract terms.

These Terms apply only to free trial and evaluation use. They do not apply to, and do not fill gaps in, any paid subscription, which is governed by the documents accepted for that purchase: for new purchases, the [S.G. Systems Software End User Licence Agreement](#) and the [V5 Commercial Terms for Software and Services](#) (or an authorised reseller's commercial terms); for earlier purchases, the [Master Services Agreement](#) they accepted (see Section 14). If you are an existing paid customer, your accepted contract continues to govern your paid use.

3. The trial

The trial is free. No payment card is required to start, and you will not be charged automatically when it ends. The trial length is shown when you sign up. Features, limits and the number of concurrent users available during the trial may differ from paid plans, and we may change or end trial offers.

4. Evaluation use only

The trial is for non-production evaluation. You must not use it for live regulated operations, including releasing product, signing regulated records for production use, or as the sole repository for records you are required to keep. No service level, uptime, backup or support commitment applies to trial use. Any sample or test data should be data you are permitted to use for evaluation.

5. Your account

You are responsible for keeping your credentials confidential and for activity under your account. Provide accurate information and tell us promptly about any unauthorised access. Each user must have

their own login; shared credentials are not permitted.

6. Acceptable use

You must not, and must not permit anyone to:

- use the Service for any unlawful, fraudulent or abusive purpose;
 - upload malware or harmful or deceptive content;
 - infringe anyone's intellectual property, privacy or other rights;
 - probe, scan, scrape, reverse engineer or bypass security or usage limits, except where law makes a right non-waivable;
 - resell, sublicense or provide the Service to third parties, or use it to build a competing product.
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7. Intellectual property and your data

The Service, software, documentation and branding belong to S.G. Systems, LLC and its licensors. We grant you a limited, non-exclusive, non-transferable, revocable right to use the Service for evaluation during the trial. You keep ownership of the data you enter ("Trial Data") and grant us a limited licence to host and process it to provide, secure and support the Service. We do not use Trial Data to train AI models.

8. AI features

Where AI features are available in the trial, their output is automated assistance and may be inaccurate. Review it before relying on it. AI output is not a signature, approval or release decision.

9. Confidentiality

Each party will use reasonable care to protect the other's non-public information shared during the evaluation and use it only for the evaluation. This includes non-public product information we show you and the Trial Data you enter.

10. Availability and no warranty

Trial access is provided free, "as is" and "as available". To the maximum extent permitted by law, we disclaim all warranties, including merchantability, fitness for a particular purpose and non-infringement, and we do not guarantee that the trial will be uninterrupted or error-free.

11. Limitation of liability

To the maximum extent permitted by law, our aggregate liability arising from the trial will not exceed the fees you paid us for the Service in the twelve (12) months before the event giving rise to the claim, and neither party is liable for indirect, incidental, consequential, special or exemplary damages, including lost profits, revenue, data or goodwill. Nothing in these Terms limits liability that cannot be limited by law, such as liability for fraud, or for death or personal injury caused by negligence.

12. Indemnity

You will defend and indemnify S.G. Systems, LLC against third-party claims arising from your Trial Data, your use of the Service in breach of these Terms, or your violation of law or third-party rights.

13. End of trial, suspension and data

When the trial ends, access may be suspended until a paid subscription is in place. We may also suspend or end trial access if you breach these Terms or your use poses a security, legal or fraud risk. You may stop using the trial at any time. Before deleting Trial Data we will make a reasonable export opportunity available, after which it may be permanently deleted. Keep your own copy of anything you need.

14. Moving to a paid subscription

Paid use starts only when you accept the then-current [S.G. Systems Software End User Licence Agreement](#) and the Seller's commercial terms (for direct purchases, the [V5 Commercial Terms for Software and Services](#)) by signing or accepting a paid order, accepting a checkout, or paying an invoice that clearly states payment is acceptance and links those documents. No separate signature or version number is needed. Those documents then govern the paid scope and these Terms stop applying to it. The billing provider and any merchant of record for a paid purchase are identified at the relevant checkout or order, together with their payment terms. Pricing, renewal, cancellation and refund terms for paid subscriptions are set by the Commercial Terms and the paid order, not by these Terms.

15. Changes to these terms

We may update these Terms for future trial use. The version and revision date are shown at the top of this page. Material changes will be notified in the Service or by email and apply from the date stated in the notice.

16. Governing law and disputes

These Terms are governed by the laws of the State of Texas, USA, without regard to conflict of laws principles. The state and federal courts located in Texas have exclusive jurisdiction, except that either party may seek injunctive relief in any competent court, and except where mandatory consumer or local law gives you the right to bring proceedings elsewhere.

17. Miscellaneous

You may not assign these Terms without our consent. We may assign them in connection with a merger, acquisition or sale of assets. Neither party is liable for delay caused by events beyond its reasonable control. If any provision is unenforceable, the rest remains in effect.

18. Contact

Questions about these Terms? Use our [contact form](#).