

# TRUCKING FOOD SAFETY SOFTWARE FREE TRIAL TERMS & CONDITIONS



## TERMS AND CONDITIONS FOR IRON APPLE 14 DAY TRIAL

As the Recipient of access to the Iron Apple Trial Program, I agree to be restricted in its use and dissemination of the Confidential Information as hereinafter provided and agree to be legally bound as follows:

1. **"Confidential Information"** means any information pertaining to Iron Apple (The Company), Trial , its assets or business, in any form or medium whatsoever, including, without limitation, proprietary and/or trade secret information in tangible or intangible form relating to or including: business, product, marketing, licensing or sales activities, policies, practices, revenue, pricing, costs or profits, information on products, including software, code, formulas, algorithms, design characteristics, techniques, processes, inventions, industry, customer or consumer information, disclosed to Recipient by the Company or their respective partners, officers, employees, principals, representatives, shareholders, or advisors, directly or indirectly, in writing, orally or by inspection of tangible objects or otherwise learned by Recipient, regardless of whether it was provided before or after the date of this Agreement. Any manner of information generated by Recipient which is based on, or otherwise arose out of access to the Confidential Information, shall be deemed to be a part of the Confidential Information. Confidential Information may also include information disclosed to the Recipient by third parties. Confidential Information shall not, however, include any information which Recipient can prove, by documented evidence prior to any disclosure or use not expressly authorized hereunder: (i) was publicly known and made generally available to the public prior to the time of disclosure to Recipient by the Company, (ii) becomes publicly known and made generally available after disclosure to Recipient by the Company through no act, submission or breach of this Agreement by Recipient, or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by the Company, or (iv) comes into Recipient's possession from a third party who is not bound by any obligations of confidentiality to the Company.
2. **Non-use and Non-disclosure.** Recipient acknowledges that the Confidential Information is and shall remain the exclusive property of the Company. Recipient agrees not to use any Confidential Information for any purpose except to use the Company's service. Recipient agrees not to disclose any Confidential Information to third parties. Recipient shall not reverse engineer, disassemble, print, reproduce, or decompile any trials, prototypes, software, forms, services or other tangible or intangible objects which embody the Company's Confidential Trial Information and/or which are provided to Recipient hereunder. Insofar as Recipient is required by any applicable law, regulation or court order to disclose any portion of Confidential Information to any governmental, regulatory or judicial body, Recipient shall be entitled to disclose only the specific Confidential Information demanded, but subject to Recipient, if permissible by law, having first provided Company with prompt written notice of the specific requirement or order, together with a description of the specific information Recipient is obligated to disclose. Recipient's notice to the Company shall be sufficiently in advance to permit Company to seek and obtain a protective order or other appropriate remedy and/or waive compliance with this provision. If such protective order or other remedy is not obtained, or if Company waives its right to require the Recipient comply with the requirements of this provision, Recipient shall furnish only that portion of the Confidential Information which Recipient is being legally required to disclose, and shall exercise its best efforts to obtain reliable assurance that Confidential Information shall be afforded confidential treatment.

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In any event, however, Recipient agrees that any Confidential Information disclosed pursuant to any such requirements shall continue to be deemed Confidential Information for any and all purposes of this Agreement.

3. Maintenance of Confidentiality. Recipient agrees that it shall take all commercially reasonable measures to protect and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information and shall obtain assurances from its Representatives who have access to Confidential Information that such Representatives shall treat all Confidential Information confidentially in accordance with the provisions of this Agreement. Recipient shall be liable for any failure by its Representatives to treat the Confidential Information in accordance with the requirements of this Agreement. Recipient shall immediately notify the Company in the event of any unauthorized use or disclosure of the Confidential Information. If disclosure of Confidential Information to third parties is required under this Agreement, Recipient shall ensure that such third parties will have express written obligations of confidentiality and non-disclosure, substantially similar to Recipient's obligations hereunder.
4. No Warranty. All Confidential Information is provided "as is." The Company makes no warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.
5. No License. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, patent application, copyright, trademark or other intellectual or proprietary right of the Company, nor shall this Agreement grant Recipient any rights in or to Confidential information except as expressly set forth herein.
6. Miscellaneous. This Agreement shall bind and ensure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the Province of Nova Scotia. This document contains the entire agreement between the parties with respect to the subject matter hereof.