

# Terms of Service

This document (the DOCUMENT, as referred to hereafter) contains the terms and conditions that govern your use of the SERVICE (as defined below) and imposes material limitations to your rights. Please read this document carefully and treat it as valuable property.

## PART I - THIS DOCUMENT

**Service Covered by this DOCUMENT.** This DOCUMENT governs your use of the Cloud-based SSD design, simulation, and optimization service provided by the SSDVision website (individually and collectively, the "SERVICE"). The term "**SERVICE**" includes:

- **the SSDVision.com website;**
- **any revisions, updates and/or upgrades thereto;**
- **any data, databases, computer software, or similar items customarily used or provided by the aforementioned website;**
- **anything in any form whatsoever intended to be used with or in conjunction with the SERVICE;**
- **any associated media, documentation (including physical, electronic and online) and printed materials (the "Documentation").**

**This DOCUMENT is a Legally Binding Agreement between You and SSDVision.** If you are acting as an agent of a company or another legal person, such as an officer or other employee acting for your employer, then "you" and "your" mean your principal, the entity or other legal person for whom you are acting. However, importantly, even if you are acting as an agent for another, you may still be personally liable for violation of federal and State laws, such as copyright infringement.

By signifying your acceptance of the terms of this DOCUMENT, you intend to be, and hereby are, legally bound to this DOCUMENT to the same extent as if SSDVision and you physically signed this DOCUMENT. By using the SERVICE, you agree to be bound by all the terms and conditions of this DOCUMENT. If you do not agree to all of such terms and conditions, **you may not use the SERVICE.**

The rights granted under this DOCUMENT are only effective upon payment of usage fees: the SERVICE is licensed, not sold.

## GENERAL TERMS

This SERVICE is for your individual use, solely for internal use by you for your business, or for your own personal use. You may not resell any information obtained from the SERVICE without the prior written consent from SSDVision. You are prohibited from acting as a service bureau for the SERVICE or any component thereof.

As a condition of your permitted use of the SERVICE, you will not use the SERVICE for any purpose that is unlawful or prohibited by this agreement. You may not use the SERVICE in any manner that could damage, disable, overburden, or impair the SERVICE (or the network(s) connected to SSDExplorer) or interfere with any other party's use and enjoyment of the SERVICE. You may not attempt to gain unauthorized access to the SERVICE, other accounts, computer systems or networks connected to the SERVICE, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the SERVICE by SSDExplorer.

The information, content and services included in or available through the SERVICE may include inaccuracies or typographical errors. Changes are periodically made to the SERVICE and to the information therein. SSDVision and/or its respective suppliers may make improvements and/or changes in the SERVICE at any time, without notice. THE USER ASSUMES ALL RISK OF USE. SSDVision and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the information, content, and services contained within the SERVICE for any purpose. All such information, content, and services are provided "as is" without warranty of any kind. SSDVision and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, content, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

You specifically agree that SSDVision shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the SERVICE. You specifically agree that SSDVision is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that SSDVision is not responsible for any content sent using and/or included in the SERVICE by any third party.

In no event SSDVision and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the SERVICE, with

the delay or inability to use related services, the provision of or failure to provide services, or for any information, content, services and related graphics obtained through the SERVICE, or otherwise arising out of the use of the SERVICE, whether based on contract, tort, negligence, strict liability or otherwise, even if service objects or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

If, notwithstanding the above, SSDVision and/or its suppliers are held to be liable the amount of such liability shall not exceed USD 1.

You may not use SSDVision's name, logo, or trademarks to market your own service or product without the express written consent of SSDVision.

## REASONABLE USE POLICY

In order to ensure the best quality of the SERVICE, SSDVision may curtail unreasonable usage of accounts for all clients; if a client appears to be unable to maintain a reasonable use of the SERVICE, SSDVision may cancel, suspend, or decline to renew subscriptions for that client without notice. It is within SSDVision's sole discretion to determine what comprises unreasonable use.

Accounts in the SERVICE are for individual use only. Any non-individual use, or any use that is indistinguishable from non-individual use, is prohibited. For example, the following uses are prohibited:

- **sharing credentials between people or applications;**
- **simultaneous logins from multiple IP addresses;**
- **connecting from a proxy of any kind.**

## SECURITY AND DATA RETENTION POLICY

Once the SERVICE finishes the simulation, the customer who submitted the process can download a detailed simulation report, as described on the SSDEplorer website. Each customer can download multiple times his simulation reports and, for security purposes, may even discard all the data from the SERVICE database at his will.

**We do not sell, lend or market email addresses** and use high security precautions to minimize the risk of having email addresses stolen from our databases, including the following best practices:

- **periodically check and upgrade both the operating system and the core system services;**
- **monitor the SERVICE log to track possible malicious users;**
- **both hash and salt clients passwords;**
- **offer encrypted, HTTPS/SSL connections to our clients;**

## PRICING

Where a price for a product or service has been stated it should be assumed to represent units of Euro (EUR). Any exceptions to this rule will be specifically identified. The use of the Euro sign (€) should likewise be taken to specify EUR also.

Prices listed on the SSDVision website are subject to change without prior notification. Orders will be charged at prices in effect on the transaction day.

## REFERENCES FOR MARKETING PURPOSES

Unless you submit to SSDVision a written request that your company and/or your Website may not be used for marketing purposes, you hereby grant SSDVision the right to mention your company and/or your Website as a customer site in all of its marketing materials, including, but not limited to, SSDVision's Websites, brochures, leaflets, emails, and press releases in any media format, whether electronic or printed. Such use may include listing your Website, linking to your Website, and/or displaying your company's logo as part of such listings or links.

# PART II - INTELLECTUAL PROPERTY

## COPYRIGHT

You agree that all right, title, and interest in and to the SERVICE (including, but not limited to, any images, photographs, animations, video, audio, music, text, and "scripts" incorporated into the SERVICE infrastructure) and any copyrights and other intellectual properties therein or related thereto are owned exclusively by SSDVision. The SERVICE is protected by copyright laws and international treaty provisions. The SERVICE is licensed to you, not sold to you. SSDVision reserves all rights not otherwise expressly and specifically granted to you in this DOCUMENT.

# PART III - MISCELLANEOUS

## **THIS IS THE ENTIRE AGREEMENT**

This is the Entire Agreement. This DOCUMENT (including any addendum to this DOCUMENT included with the SERVICE) is the final, complete and exclusive statement of the entire agreement between you and SSDVision relating to the SERVICE. This DOCUMENT supersedes any prior and contemporaneous proposals, purchase orders, advertisements, and all other communications in relation to the subject matter of this DOCUMENT, whether oral or written. No terms or conditions, other than those contained herein, and no other understanding or agreement which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing executed between the parties, or by other non-oral manner of agreement whereby the parties objectively and definitively act in a manner to be bound (such as by continuing with the purchase of the SERVICE, etc.).

## **YOU INDEMNIFY SSDVision**

You agree to indemnify, hold harmless, and defend SSDVision and his suppliers and resellers from and against any and all claims or lawsuits, including attorney's fees, which arise out of or result from your distribution of your service or product or from your breach of any of the terms and conditions of this DOCUMENT.

## **INTERPRETATION OF THIS DOCUMENT**

If for any reason a court of competent jurisdiction finds any provision of this DOCUMENT, or any portion thereof, to be unenforceable, that provision of this DOCUMENT will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this DOCUMENT will continue in full force and effect. Formatives of defined terms shall have the same meaning of the defined term. Failure by either party to enforce any provision of this DOCUMENT will not be deemed a waiver of future enforcement of that or any other provision. Except as otherwise required or superseded by law, this DOCUMENT is governed by the laws of Italy, without regard to its conflict of laws principles. In respect of any dispute which may arise concerning this DOCUMENT, the case will fall within the jurisdiction of the courts of Ferrara, Italy (European Union).

## **SSDVision**

Cloud-based SSD design, simulation, and optimization

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AVAILABLE FROM 14PM - 18PM  
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