

Customer Evaluation Data Non-Disclosure Agreement

Effective Date	[date of last signature]
Starhive	Starhive AB, reg. no. 559362-7648, c/o IOFFICE, Kungsgatan 64, SE-111 22 Stockholm, Sweden
Customer	[customer legal name, entity type, registration number and address]
Designated Environment	[Starhive Workspace ID]
Evaluation Period	90 days from Effective Date

This Customer Evaluation Data Non-Disclosure Agreement (the "Agreement") is entered into by and between Starhive AB, a Swedish limited liability company with registration number 559362-7648 ("Starhive"), and the customer identified above ("Customer"). Starhive and Customer are each a "Party" and together the "Parties".

Background

- Customer is evaluating Starhive's hosted or cloud-based products and related services.
- To make the evaluation meaningful, Customer may provide, upload, import, or allow Starhive to import production, representative, or other proprietary data into the Designated Environment so that Starhive can model, configure, analyze, and demonstrate Customer's real-world use case.
- Customer requires assurance that Customer Evaluation Data will be used only for the evaluation, will not be shared except as expressly permitted in this Agreement, and will not be made available outside the Designated Environment except for limited operational purposes described in this Agreement.

1. Definitions

1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than fifty percent (50%) of the voting interests or the power to direct management.

1.2 "Confidential Information" means all non-public information disclosed by or on behalf of a Party to the other Party, whether before or after the Effective Date and whether disclosed orally, visually, electronically, or in writing, that is identified as confidential or that reasonably should be understood to be confidential given its nature or the circumstances of disclosure. Confidential Information includes Customer Evaluation Data, business and technical information, security information, product plans, pricing, account information, and the terms of this Agreement.

1.3 "Customer Evaluation Data" means all data, content, records, files, extracts, uploads, metadata, schemas, object relationships, configuration information, import mappings, transformations, outputs, dashboards, analyses, screenshots, reports, and other materials that are provided by or on behalf of Customer, or generated from such materials, for the Evaluation. Customer Evaluation Data is Customer's Confidential Information whether or not marked as confidential.

1.4 "Designated Environment" means the Starhive tenant, workspace, project, or environment identified in Exhibit A or otherwise agreed in writing by the Parties for the Evaluation. The Designated Environment is intended solely for Customer's Evaluation and is not a general Starhive demo, shared sandbox, or training environment.

1.5 "Evaluation" means Customer's evaluation of Starhive's products and related services using Customer Evaluation Data during the Evaluation Period.

1.6 "Evaluation Purpose" means receiving, importing, configuring, modeling, analyzing, demonstrating, supporting, maintaining, securing, and administering Customer Evaluation Data in the Designated Environment solely for Customer's Evaluation of Starhive, and no other purpose.

1.7 "Representatives" means a Party's employees, officers, directors, contractors, professional advisers, service providers, and Affiliates who have a legitimate need to know Confidential Information for the Evaluation and who are bound by confidentiality obligations at least as protective as those in this Agreement.

2. Ownership; Limited Evaluation License

2.1 Customer retains all right, title, and interest in and to Customer Evaluation Data. Starhive receives no ownership interest in Customer Evaluation Data.

2.2 Customer grants Starhive a limited, non-exclusive, non-transferable, revocable license to use Customer Evaluation Data solely for the Evaluation Purpose during the Evaluation Period and as otherwise required to comply with this Agreement.

2.3 No Party grants the other Party any intellectual property rights by implication, estoppel, or otherwise, except for the limited rights expressly stated in this Agreement.

3. Use Restrictions

3.1 Starhive shall use Customer Evaluation Data and Customer Confidential Information solely for the Evaluation Purpose and shall not use it for any other purpose.

3.2 Without limiting Section 3.1, Starhive shall not, without Customer's prior written approval:

- use Customer Evaluation Data for marketing, external sales materials, public case studies, testimonials, benchmarking, competitive intelligence, product analytics, product improvement, or generalised data analytics;
- sell, rent, disclose, publish, license, transfer, or otherwise make Customer Evaluation Data available to any third party except as expressly permitted by this Agreement;
- copy, export, screenshot, or reproduce Customer Evaluation Data outside the Designated Environment, except for limited operational copies described in Section 4.4 or for materials shared only with Customer and approved by Customer in writing;
- combine Customer Evaluation Data with any other customer data or third-party data, except as necessary within the Designated Environment for the Evaluation Purpose;
- create aggregated, anonymized, or de-identified datasets from Customer Evaluation Data for Starhive's own use; or
- attempt to re-identify any data that Customer has provided in anonymized, masked, pseudonymized, or de-identified form.

3.3 Customer shall use Starhive Confidential Information solely to evaluate Starhive and to manage the potential commercial relationship between the Parties.

3.4 Neither Party shall disclose the other Party's Confidential Information except as permitted by this Agreement or with the disclosing Party's prior written consent.

4. Designated Environment; Access; Permitted Disclosures

4.1 Starhive shall make Customer Evaluation Data available only in the Designated Environment and shall not migrate, replicate, copy, export, or make it available to any other Starhive environment, tenant, workspace, demo, sandbox, training environment, CRM, marketing system, product analytics system, or data warehouse, except as expressly permitted in this Agreement.

4.2 Starhive may disclose Customer Evaluation Data only to Starhive Representatives who have a legitimate need to know for the Evaluation Purpose. Starhive is responsible for its Representatives' compliance with this Agreement.

4.3 Starhive may allow access by hosting, infrastructure, support, security, and similar service providers only to the extent necessary to operate, secure, support, or maintain the Designated Environment. Such service providers must be bound by written confidentiality and security obligations that are at least as protective as the obligations in this Agreement in relation to Customer Evaluation Data.

4.4 Operational copies. Customer understands that limited technical copies of Customer Evaluation Data may exist in backups, logs, audit trails, monitoring systems, or support records that are reasonably necessary to operate, secure, troubleshoot, or maintain the Designated Environment. Starhive shall protect those copies under this Agreement, restrict human access to those copies to a need-to-know basis, and delete them in accordance with Section 10.

4.5 No external tools or unapproved AI services. Starhive shall not paste, upload, submit, transmit, or disclose Customer Evaluation Data to public AI tools, external chatbots, external analytics tools, unapproved collaboration tools, or other external systems unless Customer has expressly approved that use in Exhibit A or another written authorisation.

4.6 AI and model-training restriction. Starhive shall not use Customer Evaluation Data to train, fine-tune, test, improve, or benchmark any Starhive or third-party artificial intelligence, machine-learning, or statistical model, except where Customer expressly enables a Starhive AI feature for the Designated Environment and the relevant processing occurs solely for the Evaluation Purpose and not for generalised model training or product improvement.

4.7 No publicity. Starhive shall not use Customer's name, logo, trademarks, or the fact of the Evaluation in public announcements, marketing materials, customer lists, or case studies without Customer's prior written consent.

5. Security Safeguards

5.1 Starhive shall maintain administrative, technical, and organisational safeguards appropriate to the sensitivity of Customer Evaluation Data and the risks presented by the Evaluation.

5.2 At minimum, and to the extent applicable to the Designated Environment, Starhive shall maintain:

- logical isolation of the Designated Environment from other Starhive customer environments and general demo environments;
- role-based access controls, least-privilege access, and authentication controls for Starhive personnel with access to Customer Evaluation Data;
- encryption of Customer Evaluation Data in transit and at rest where supported by the relevant Starhive systems;
- logging, monitoring, and incident response processes designed to detect and respond to unauthorised access;
- security procedures for backups and operational logs that may contain Customer Evaluation Data; and
- confidentiality and security commitments for personnel and service providers who may access Customer Evaluation Data.

5.3 Customer is responsible for ensuring that it has the rights and permissions necessary to provide Customer Evaluation Data to Starhive, for selecting the data it provides, and for ensuring that Customer's own users and systems transmit data to Starhive securely.

6. Security Incidents

6.1 A "Security Incident" means a confirmed breach of Starhive's security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or unauthorised access to Customer Evaluation Data in Starhive's possession or control.

6.2 Starhive shall notify Customer without undue delay after confirming a Security Incident. The notice shall include, to the extent known at the time, a description of the Security Incident, the types of Customer Evaluation Data affected, steps taken or planned to contain and mitigate the Security Incident, and a Starhive contact for follow-up.

6.3 Starhive shall take reasonable steps to contain, investigate, and mitigate a Security Incident and shall provide Customer with reasonable updates as information becomes available. A notice or response under this Section is not an admission of fault or liability.

7. Personal Data and Data Processing Addendum

7.1 Customer should avoid providing personal data unless it is necessary for the Evaluation. Customer is responsible for determining whether Customer Evaluation Data contains personal data, special-category data, sensitive data, or regulated data, and for identifying such data in Exhibit A where appropriate.

7.2 To the extent Customer Evaluation Data contains personal data that Starhive processes on behalf of Customer, the Starhive Data Processing Addendum available at <https://starhive.com/legal/dpa>, or another data processing agreement signed by the Parties, is incorporated into this Agreement for that processing.

7.3 For personal data processed on behalf of Customer, Customer instructs Starhive to process the personal data only for the Evaluation Purpose and in accordance with this Agreement and the applicable data processing agreement.

7.4 If there is a conflict between this Agreement and the applicable data processing agreement, the data processing agreement controls for data protection-specific obligations required by applicable data protection law. The stricter confidentiality, use, no-training, and no-disclosure restrictions in this Agreement continue to apply to Customer Evaluation Data to the extent not inconsistent with the data processing agreement or applicable law.

7.5 This Agreement is not intended to replace any data processing agreement or statutory data protection terms that applicable law requires for the processing of personal data.

8. Exclusions from Confidential Information

8.1 Confidential Information does not include information that the receiving Party can demonstrate: (a) is or becomes publicly available through no breach of this Agreement; (b) was already known to the receiving Party without confidentiality obligations before disclosure; (c) is rightfully received from a third party without confidentiality obligations; or (d) is independently developed without use of or reference to the disclosing Party's Confidential Information.

8.2 The exclusions in Section 8.1 apply only to the specific information that satisfies the relevant exclusion. Customer Evaluation Data, and outputs derived from it, remain Customer



Confidential Information unless Starhive can demonstrate that the specific data element independently satisfies an exclusion without use of or reference to Customer's Confidential Information.

9. Required Disclosure

9.1 If a receiving Party is required by law, court order, regulator, or governmental authority to disclose Confidential Information, it shall, to the extent legally permitted, give the disclosing Party prompt written notice and reasonable assistance to seek confidential treatment, a protective order, or other appropriate remedy.

9.2 The receiving Party shall disclose only the minimum portion of Confidential Information legally required and shall continue to protect all other Confidential Information under this Agreement.

10. Return, Deletion, and Certification

10.1 At Customer's written request, or upon expiration or termination of the Evaluation without conversion to a paid subscription or other written agreement, Starhive shall stop using Customer Evaluation Data and either return or delete Customer Evaluation Data within thirty (30) days, unless a shorter period is specified in Exhibit A.

10.2 Customer may request written certification that Starhive has deleted Customer Evaluation Data from the Designated Environment and from Starhive-controlled active systems.

10.3 Backups and operational copies. Customer Evaluation Data contained in backups, logs, audit trails, monitoring systems, or other operational copies may be retained until overwritten or deleted in the ordinary course of Starhive's retention cycles, but in no event longer than ninety (90) days unless a longer period is required by law. During that period, Starhive shall not use such retained copies except as necessary for security, disaster recovery, legal compliance, or deletion.

10.4 If Customer converts the Designated Environment into a paid production environment, Customer Evaluation Data may remain in that environment. In that case, the data will be governed by the applicable commercial agreement and data processing agreement, and the confidentiality, no-training, and no-publicity restrictions in this Agreement will continue unless expressly replaced by the later agreement.



10.5 Starhive may retain one archival copy of this Agreement and related legal correspondence solely for legal, compliance, and record-keeping purposes, provided that such copy remains protected under this Agreement.

11. Term and Survival

11.1 This Agreement begins on the Effective Date and continues until the earlier of: (a) the end of the Evaluation Period; (b) termination by either Party on written notice; or (c) replacement by a later agreement between the Parties.

11.2 The obligations relating to Customer Evaluation Data, trade secrets, security, return, deletion, no-training, no-disclosure, and no-publicity survive for as long as the relevant information remains confidential or for as long as required by applicable law. Obligations relating to other Confidential Information survive for five (5) years after disclosure.

12. No Obligation; No Warranty

12.1 Neither Party is required to proceed with any purchase, subscription, partnership, or other transaction as a result of this Agreement or the Evaluation.

12.2 Unless a separate agreement states otherwise, the Designated Environment and any evaluation materials are provided for evaluation purposes only and are not intended for production use. This Agreement does not create any product warranty, service-level commitment, professional services commitment, or support obligation beyond the confidentiality, security, use, and deletion obligations stated in this Agreement.

13. Feedback

13.1 Customer may provide comments, suggestions, ideas, or feedback about Starhive products or services ("Feedback"). Starhive may use Feedback to improve its products and services without obligation to Customer, provided that Starhive does not use or disclose Customer Evaluation Data or Customer Confidential Information in doing so.

13.2 For clarity, Feedback does not include Customer Evaluation Data, Customer's business processes, Customer's configurations, Customer's data model, Customer's operational requirements, or other Customer Confidential Information unless Customer expressly agrees in writing.

14. Remedies

14.1 The receiving Party acknowledges that unauthorised use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. The disclosing Party may seek injunctive or equitable relief for any actual or threatened breach of this Agreement, without limiting any other remedies available at law or in equity.

15. Order of Precedence

15.1 This Agreement supplements any trial, cloud terms, order, data processing agreement, or other agreement between the Parties. If there is a conflict, this Agreement controls with respect to confidentiality, permitted use, no-training, no-publicity, access, sharing, and deletion of Customer Evaluation Data, unless a later agreement expressly states that it replaces this Agreement for those matters.

15.2 For personal data processing terms required by applicable data protection law, the applicable data processing agreement controls to the extent stated in Section 7.4.

16. General

16.1 Notices. Notices under this Agreement must be in writing and sent to the addresses or email contacts stated in the signature block or Exhibit A, with notices to Starhive copied to legal@starhive.com.

16.2 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except to an Affiliate or in connection with a merger, reorganisation, or sale of substantially all assets, provided that the assignee assumes the assigning Party's obligations under this Agreement.

16.3 Amendments. This Agreement may be amended only by a written instrument signed by both Parties.

16.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in effect, and the Parties shall replace the invalid or unenforceable provision with a valid provision that most closely reflects the original intent.

16.5 Counterparts and electronic signatures. This Agreement may be signed in counterparts and by electronic signature. Each counterpart is deemed an original, and all counterparts together form one instrument.

16.6 Entire agreement for Evaluation Data. This Agreement is the complete agreement between the Parties regarding the protection and use of Customer Evaluation Data for the Evaluation, except for any applicable data processing agreement and any later written agreement signed by both Parties.

17. Governing Law and Dispute Resolution

17.1 This Agreement is governed by the substantive laws of Sweden, excluding conflict-of-law rules.

17.2 Any dispute, controversy, or claim arising out of or in connection with this Agreement, including its breach, termination, or invalidity, shall be finally settled by arbitration administered by the SCC Arbitration Institute. The Rules for Expedited Arbitrations shall apply unless the SCC determines that the Arbitration Rules shall apply. The seat of arbitration shall be Stockholm, Sweden, and the language of the arbitration shall be English.

17.3 Nothing in this Agreement prevents either Party from seeking injunctive or equitable relief, or enforcement or recognition of an award or order, in any appropriate jurisdiction.

18. Signatures

The Parties agree to this Agreement as of the Effective Date.

STARHIVE AB	CUSTOMER
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

Date: <hr/>	Date: <hr/>
Legal entity details: Starhive AB, reg. no. 559362-7648 c/o IOFFICE, Kungsgatan 64 SE-111 22 Stockholm, Sweden	Legal entity details:
Notice email: legal@starhive.com	Notice email: <hr/>

Exhibit A - Evaluation Details

Complete this exhibit before or at signature. Any field left blank is not intended to expand Starhive's rights to use or disclose Customer Evaluation Data.

Field	Details
Customer notice contact	[name, title, email]
Starhive evaluation owner	[name, title, email]
Evaluation use case	[e.g. IT asset management, CMDB, leased assets, GRC, other]
Evaluation Period	90 days from Effective Date
Personal data included?	[No / Yes - describe categories of data subjects and personal data]
Applicable data processing agreement	Starhive DPA (https://starhive.com/legal/dpa)