Terms of Use
Squash

1. PREAMBLE

1.1 - In this document, "Henix" means Henix company (registered in the Nanterre Business and Commercial Register under number: 421 479 163). "Client" means the company applying for a trial instance of Squash.

1.2 - THE CLIENT RECOGNIZES TO HAVE TAKEN KNOWLEDGE AND ACCEPTED THE PRESENT TERMS OF USE OF THE SERVICE SQUASH TEST ON DEMAND.

2. CONTRACTUAL FRAMEWORK

2.1 - The present Terms of Use are valid for thirty (30) days. The contract becomes effective from the day the service is made available to the Client. Henix reserves the right to modify the terms and conditions of the present Terms of Use at any time without prior notice nor justification.

2.2 - Henix makes available to the Client an instance Squash Test on Demand. This instance includes Squash Premium SaaS.
Any user having internet access may access said trial instance, free of charge and from anywhere.
The charges born by the user to access the instance (internet connection, computer equipment, etc.) are the Client's liability.
The website and various services may be suspended by Henix, in particular due to maintenance operation, without notice nor justification.

2.3 - Scope of trial. The exclusive purpose of the trial is to carry out a project whose sole contracting authority is the Client, excluding any service to third parties. The Client thus agrees not to use the software to provide any IT services to third parties unauthorized by Henix. Any interpretation of the herby terms that devoid this clause of its content is deemed to have breached the present contract. The Client undertakes not to use the software and the services described herein to offer services to a third party, nor to provide the described software and services to said third party. This trial is non-transferable. The right to use Henix services is not granted to the companies affiliated to the Client.

2.4 - Squash SaaS instance. The instance is made available as part of a trial combining Squash. The software made available is composed of the open source tool Squash, and Squash plugins compatible with usage as SaaS.

2.5 - The instance is available for up to ten (10) users for a thirty (30) days period from the date the instance is made available to the Client.

2.6 - Squash Test on Demand instance is a trial instance. In that respect, it does not include the Service Level Agreement (SLA) usually included in Squash SaaS license.

2.7 - This trial instance is limited to a data base of 1 Go maximum. A warning is sent to the user when the thresholds of 750 Mo and 1 Go are reached. Reaching 1 Go does not end the trial, nor does it result in Squash blockage, but Henix will contact the Client to find an agreement. Reaching this size in a month would be due to a massive use of attached files.

2.8 - A trial instance is granted once and can by no means be renewed.

2.9 - Henix liability cannot be engaged in case of failure, breakdown, difficulty, or suspension to operate that would prevent access to Squash or one of its features.

2.10 - All technical documents, products, texts, logo, object code, source code, etc. related to Squash are subjected to copyright laws, and are protected by the French Intellectual Property Code. After being delivered to the Client, they remain the exclusive property of

Henix, sole holder of intellectual property rights over these documents. The Client agrees not to use these documents in any way likely to adversely affect Henix intellectual property rights and undertakes not to disclose them to any third party without prior express authorization by Henix.

2.11 - The Client commits to supply exact information to Henix when applying for Squash Test on Demand instance. Any false statement may result in the immediate suspension of access to services.

3. CHANGE TO COMMERCIAL VERSION

3.1 - At the end of the trial period, Henix will contact the Client to offer to move to a commercial version, in accordance with the General Terms and Conditions of Sale "Premium SaaS" available here.

Here are the options offered to the Client:

- **Change to a commercial offer and keep Squash data:** Squash data is kept and transferred to a production instance. The URL to access Squash service remains unchanged.
- **Change to a commercial offer with a blank database:** Squash data are available on request by the Client, as a SQL dump on Squash database, for a one-month period maximum.
- **Not to change to a commercial license:** Squash instance is erased.

The new contract takes effect on the day after the trial period ends. The instance stays available between the end of the trial period and the new agreement, for up to one (1) month.

3.2 - When moving to a commercial version and on request by the Client, Squash instance can be redimensioned in accordance with the tariff annex of the General Terms and Conditions of Sale.

3.3 - In accordance with the General Terms and Conditions of Sale, the chosen Squash license is valid for a one (1) month period minimum, since the date of signing the contract documents (General Terms, and Special Conditions if any.)

4. SUBSCRIBED SERVICES

4.1 - Performance. Henix commits to set up the infrastructures needed to guarantee a use of services conform to the state of the art, in the case of a usage conform to the trial's scope. Henix liability is limited to the infrastructures Henix oversees. Are excluded (non-exhaustive list): performance slowdown due to the Client's network capacity, the internet provider's infrastructures, the Client's items and servers used by the users to access the software services.

4.2 - Access to the software. This trial allows access to the software to users designated for that purpose, in accordance with the conditions of the trial and the maximum number of authorized users.
Access to the software is protected at application's level through authentication by identifiers (login and password.) At the beginning of the trial, Henix supplies the Client with the identifiers (login and password) of the administrator account of the software. The Client commits to take all measures necessary to guarantee the security of said administrator account, including changing the account's password at the first connection.
Access to the software by a Client's user requires their authentication thanks to an identifier assigned to each user by the administrator, and a password initiated by the administrator then modified and managed by the user. Each user fills in their own identifiers at each connection to the software. The Client commits to keep their identifiers secret and not to disclose them in any form.
The Client is entirely liable for the use of identifiers and security of the workstations accessing the services. Henix commits to protect the access and use of its solutions in accordance with usual practice and protocol.

4.3 - Transaction encryption. All transactions between Henix servers and the Client's users' workstations are encoded through HTTPS. A firewall-type device is set up to prevent all connections but HTTPS ones on the 443 port.

4.4 - Hermiticity of instances. Squash instance made available to the Client and their related data, are entirely isolated from one another in separate and hermetic containers, without any possibility of communication.

4.5 - Corrective versions. The upgrades to corrective versions of the software are made by Henix when necessary, without the need for prior authorization by the Client.

4.6 - The Client commits to use the services in a manner conform to their functional and technical specifications.

4.7 - Maximum number of authorized users. The total number of authorized users is found by adding the numbers of active users referenced in the Administrator workspace of Squash. This total number may not at any time exceed ten (10). Henix reserves the right to set up methods to control the actual number of Squash users. In case of exceeding the maximum number, Henix will contact the Client to reach an agreement.

5. INSTANCES' DATA

5.1 - Client's data. Client's data include the entirety of information supplied by the Client to be used by the services, and the data supplied by the Client to Henix to enable operation of services. The information supplied to Henix and Squash are submitted to the present Terms of Use.

5.2 - Property. The Client remains the sole owner of their data.

5.3 - Security. Henix will implement technical and organizational measures to prevent any unauthorized access or fraudulent use of data, and to prevent any loss, tampering and destruction of data.

5.4 - **Territoriality.** Squash data are stored in France.

6. TARIFF CONDITIONS

6.1 - Squash Test on Demand instance is free during the trial period of thirty (30) days.

6.2 - This article is a reminder of the tariff annex of Squash General Terms and Conditions (for Squash Premium SaaS of ten (10) users, without the Jira license):

Selected offer	**Squash Premium SaaS Instance, 10 users**
Perimeter of license and number of users	**≤ 10 declared users for 1 month**

Reminder of Squash annual public price (cf General Terms and Conditions of Sale)	
Squash Premium SaaS, 10 users for 1 month	300,00€ HT