



Trial and Proof-of-Concept Annex

Terms for trials, pilots, evaluations and proofs of concept

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This document forms part of the Agreement between Nord Node AB and the Customer. It applies only where an Order Form identifies the Services as a trial, pilot, evaluation or proof of concept. It does not apply to use of Nord Node's website, which is governed by the [Website Terms of Use](#).

1. Purpose and scope

- 1.1 A Trial lets the Customer evaluate the Services, or a specific platform or module, before deciding whether to order them. It is not a production service.
- 1.2 This Annex applies to every Trial. Where it conflicts with the General Terms, the SLA, the Service Description or an Order Form, this Annex prevails. It does not prevail over the Data Processing Agreement, which applies in full to a Trial as it does to any other Service.
- 1.3 The Order Form states what the Trial covers: the platforms and modules included, the systems, sites, devices and Users in scope, the start and end dates, the success criteria if any have been agreed, and any Fee.
- 1.4 Anything not expressly stated in the Order Form is outside the Trial.

2. Term

- 2.1 Unless the Order Form states otherwise, a Trial runs for 30 days from the start date stated in the Order Form.
- 2.2 Either Party may end a Trial at any time, for any reason or no reason, by giving five Business Days' written notice. Nord Node may end a Trial immediately if continuing it would breach the Acceptable Use Policy, a Vendor's terms, or a legal or regulatory requirement, or if it would create a security risk for the Customer or for Nord Node.
- 2.3 A Trial does not renew automatically. It ends on the end date stated in the Order Form unless the Parties agree in writing to extend it. Continuing to use the Services after that date does not create an ongoing service; the Parties must sign an Order Form for the Services to continue.
- 2.4 Extending a Trial twice, or by more than 60 days in total, requires a written agreement that states why the extension is needed and when it ends.

3. Fees

- 3.1 Unless the Order Form states a Fee, the Trial is provided at no charge.
- 3.2 The Customer remains responsible for the cost of any Third-Party Service or Subscription used during the Trial that the Customer licenses in its own name, including Microsoft licences, Azure consumption and any licence prerequisite stated in the Service Description. Nord Node will tell the Customer before the Trial starts which licences the Customer needs.

- 3.3 Where Nord Node provides a licence for one of the Nord Node Platforms for the Trial, that licence is for the Trial only. It ends when the Trial ends.
- 3.4 A Fee paid for a Trial is not refundable if the Customer decides not to proceed, unless the Order Form states otherwise.

4. What Nord Node will do

- 4.1 Nord Node will perform the Trial with the due care and skill of a professional IT service provider, in accordance with section 5.1 of the General Terms. That obligation applies to a Trial exactly as it applies to a paid Service.
- 4.2 Nord Node will tell the Customer, before the Trial starts, which agents or connectors will be installed, in which systems, and what they will collect.
- 4.3 Nord Node will give the Customer a written summary at the end of the Trial, stating what was tested, what was found, what remains outstanding and what Nord Node recommends.

5. What does not apply during a Trial

- 5.1 The following do not apply to a Trial:
 - (a) the service levels, response targets and service credits in the SLA. Nord Node will respond to issues during support hours on a reasonable-efforts basis;
 - (b) any commitment as to availability, continuity or performance;
 - (c) backup and data recovery under section 11 of the General Terms, unless a backup module is expressly included in the Trial. The Customer remains responsible for protecting its data against loss;
 - (d) any obligation to provide maintenance, patching or monitoring outside the scope stated in the Order Form; and
 - (e) the exit and transition assistance in section 15 of the General Terms, other than the return and deletion of data under section 7 of this Annex.
- 5.2 Nord Node does not warrant that the Services will meet the Customer's requirements, that a platform will integrate with the Customer Environment, or that the Trial will produce any particular result. Sections 5.1 and 7.4 of the General Terms continue to apply.
- 5.3 Nord Node may change, suspend or withdraw a feature during a Trial. It will tell the Customer as soon as reasonably possible.

6. Data protection

- 6.1 The Data Processing Agreement applies in full to a Trial. A Trial almost always involves the processing of real personal data in the Customer Environment, and Nord Node acts as the Customer's processor for that processing from the moment the first agent, connector or administrative account is put in place.
- 6.2 Annex 1 to the DPA is completed for the Trial in the Order Form, stating the categories of data subject and personal data concerned, the systems in scope and the duration.
- 6.3 The sub-processors used during a Trial are those listed in the [Sub-processor List](#). Nord Node will not introduce a sub-processor for a Trial that is not on that list without giving the notice required by the DPA.
- 6.4 Nord Node's Technical and Organisational Security Measures apply to a Trial without reduction.
- 6.5 Where the Customer wants to evaluate a platform without exposing live personal data, the Parties may agree in the Order Form to run the Trial on test data or in a separate test tenant. Nord Node will say honestly whether that produces a meaningful result for the platform concerned.

7. End of a Trial

- 7.1** When a Trial ends, Nord Node will, within 15 days:
- (a) remove the agents, connectors, integrations and administrative accounts it put in place for the Trial;
 - (b) revoke the access granted to it for the Trial; and
 - (c) delete or return Customer Data processed for the Trial, in accordance with section 14 of the DPA, and confirm in writing that it has done so.
- 7.2** The Customer will, within the same period, remove any access it was given to the Nord Node Platforms for the Trial and stop using them.
- 7.3** If the Parties sign an Order Form for the Services before the Trial ends, sections 7.1 and 7.2 do not apply to the parts of the Trial that continue as an ordered Service, and the configuration put in place during the Trial carries over.
- 7.4** Nord Node may keep the written summary under section 4.3, and records it must keep to comply with a legal obligation. It will not keep Customer Data for any other purpose.

8. Liability during a Trial

- 8.1** Section 19 of the General Terms applies to a Trial, with the following change: Nord Node's total liability for all claims arising under or in connection with a Trial is limited to SEK 10 000, or, if higher, the Fee paid for the Trial.
- 8.2** The limit in section 8.1 does not apply to:
- (a) loss caused intentionally or through gross negligence;
 - (b) liability for personal injury;
 - (c) a breach of section 17 of the General Terms (Confidentiality) or of the DPA, for which the limit is SEK 500 000; or
 - (d) liability that cannot be limited under mandatory law.
- 8.3** The Parties acknowledge that the limit in section 8.1 reflects the fact that a Trial is short, limited in scope and usually provided at no charge, and that the Customer is not relying on it as a production service. The Customer confirms that it has read section 5 and understands which commitments do not apply.
- 8.4** Nothing in this Annex limits Nord Node's obligation under section 4.1 to perform the Trial with due care and skill, or its liability for failing to do so beyond the limit in section 8.1.

9. After a Trial

- 9.1** A Trial does not oblige either Party to enter into any further agreement.
- 9.2** Prices quoted for a Trial do not set the price of the Services afterwards. Prices for ongoing Services are those in the Order Form signed for them.
- 9.3** Findings, configurations and documentation that Nord Node produces specifically for the Customer during a Trial are Deliverables under section 18.3 of the General Terms, and the Customer owns them once any Fee for the Trial has been paid. Where no Fee is charged, the Customer may use them for its own internal purposes, including to obtain quotes from other providers.
- 9.4** Each Party's obligations of confidentiality under section 17 of the General Terms apply to a Trial and continue after it ends.

Related documents

Document	Web address
Terms of Use	https://www.nordnode.se/en/support/terms-of-use
Sub-processor List	https://www.nordnode.se/en/dam/nordnode/legal/final/document/nordnode-subprocessors-en.pdf

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