

# Lyve Cloud Free Evaluation Program Terms & Conditions



## Program Basics:

- This program is governed by the Lyve terms and conditions found at <https://www.seagate.com/legal/lyve/> ("Lyve Terms").
- Program offer period: March 10, 2025 through September 30, 2025.
- Eligibility limited to business users and resellers located in the United States, United Kingdom, European Union, Japan and Singapore who are the intended recipients of this offer. All Free Evaluation requests are subject to review and approval by Seagate. VAT validation is required upon conversion to paid service for customers located in the United Kingdom and European Union. Some countries in the European Union may not be eligible for direct commercial transaction with Seagate, and will be required to transact via a Lyve authorised distributor. See eligible country rules at <https://www.seagate.com/legal/lyve/services-terms/#additional-terms-eligible-countries>.
- INDIVIDUAL CONSUMERS (AND USE OUTSIDE OF TRADE OR PROFESSION) ARE NOT ELIGIBLE FOR THE PROGRAM.
- To participate, offer recipient must accurately complete and submit an Evaluation Request Form according to the instructions provided. Seagate may reach out to validate information and eligibility before initiating Free Evaluation.
- Upon approval, Seagate will contact the participant via the email submitted on the Evaluation Request Form to provide an invite to the Lyve Cloud Evaluation.
- The Free Evaluation period ends 30 days after delivery of Lyve Cloud Eval Account invite email. At that time, Seagate will suspend access to Lyve Cloud Eval Account and delete the Evaluation Account and associated data within 30 days.

## About Your Evaluation Data:

- Your Evaluation Account is subject to the terms and restrictions of Non-Paid Service Accounts found at <https://www.seagate.com/legal/lyve/services-terms/#lyve-cloud-object-storage>.
- EVALUATION DATA IS FOR TESTING, EVALUATION AND OTHER NON-COMMERCIAL PURPOSES ONLY.
- Evaluation Program not intended for workloads above 1 TB consumed usage. Seagate reserves the right to suspend or rate-limit Evaluation where workloads may impact paying customer operations.
- All cloud regions may not be available for Free Evaluation, and will be made available at Seagate's discretion.
- EVALUATIONS DO NOT AUTOMATICALLY CONVERT TO PAID SERVICE. If You opt to transition to a paid service with Seagate, a new production account will be provisioned (see below).
- At the end of the Free Evaluation period, Seagate will suspend access to the Evaluation Account and delete all stored data within 30 days without consent or written notice. Seagate will have no liability arising out of any damage to or loss of stored data.

## Conversion to Paid Account:

- Before expiration of the Evaluation Period, participant may opt to convert to a paid Lyve Cloud service with Seagate.
- Service acceptance as a direct customer may be completed via the Lyve self-serve portal at <https://lyve.seagate.com/> or via a signed Order Form provided by a Seagate representative for customers in eligible countries.
- You may also purchase a paid service via an authorised Seagate reseller of Lyve services. A Seagate Representative may help coordinate with Seagate's authorised resellers or distributors to set up paid service.
- Upon conversion to a paid service, your Evaluation account will be terminated and a new production data account will be provisioned and provided to you.

**Other:** Lyve Terms available at <https://www.seagate.com/legal/lyve/>. Offer not transferrable. Seagate reserves the right to modify or cancel the offer (or substitute incentives or benefits with items of similar value). If participant violates any of the offer terms, the offer will be invalid. Seagate may seek damages or other remedies against, any individual compromises the integrity or the legitimate operation of this offer. To the maximum extent permitted by law, Seagate is not liable for any losses, damages, or harm of any kind resulting directly or indirectly from participation in this offer or use of offer benefits or incentives (including loss or value of data). All applicable laws and regulations apply. Void where prohibited. The governing laws stated in the Lyve Terms apply to this offer. Sponsor is Seagate Technology LLC.

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