



## Essence WorkBench™ Commercial Terms – ‘Beta’

THESE COMMERCIAL TERMS ("**Commercial Terms**") are made as of the Effective Date set out below by and between **IVAR JACOBSON INTERNATIONAL SA ("IJI")** and you ("**You**" or "**Your**") and are made part of the Essence WorkBench™ Terms of Service v3.0 (the "**Agreement**").

### **1.1 Agreement Terms**

Except as specifically amended in these Commercial Terms, the terms and conditions of the Agreement shall continue in full force and effect and govern these Commercial Terms as if repeated herein in full. **IMPORTANT - READ THE TERMS OF THE AGREEMENT CAREFULLY BEFORE ACCESSING OR USING ESSENCE WORKBENCH (the "Service").** ACCESSING, DOWNLOADING, COPYING OR OTHERWISE USING THE SERVICE BINDS YOU TO THE TERMS OF THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT AND THESE COMMERCIAL TERMS, DO NOT ACCESS, DOWNLOAD OR USE THE SERVICE.

All capitalized terms used herein shall have the meaning given to them in the Agreement unless otherwise stated in this Commercial Terms.

### **1.2 Effective Date**

The term of the Agreement shall be effective the date IJI provides you with access to the Service ("**Effective Date**").

### **1.3 Term**

Subject to Section 2.1 of the Agreement, the term of this Agreement is six (6) months from the Effective Date and shall not renew automatically.

### **1.4 Payment**

Notwithstanding Section 3 of the Agreement, no fees for the Service shall be due and payable by You to IJI for Your use of the Service.

### **1.5 Support Services**

Notwithstanding Section 4 of the Agreement, the Support Services shall not be available to You and IJI is under no obligation to provide Support Services to You.

### **1.6 Entire Agreement**

These Commercial Terms shall be interpreted as part of and in the manner set out in the Agreement. These Commercial Terms shall supersede all previous representations and discussions, either oral or written, relating to its subject matter, and may not be modified except by a written document signed by both parties. If there is any conflict between the provisions of these Commercial Terms and any license accompanying the Service, the provisions of these Commercial Terms shall govern and supersede the provisions of such license.