

# EVALUATION LICENSE AGREEMENT

## RECITALS

This License Agreement is between Sybrex Systems Inc. ("SUPPLIER"), and evaluating person(s) ("LICENSEE").

WHEREAS, SUPPLIER and LICENSEE, desire to enter into a License Agreement whereby SUPPLIER will license to LICENSEE, certain computer software programs for evaluation purposes.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

### 1 DEFINITIONS

**1.1 BINARY EXECUTABLE CODE** means the compiled and linked code of one of SUPPLIER'S PDF tools including but not limited to VersyPDF Library.

**1.2 LICENSED SOFTWARE** means the particular evaluation version of the BINARY EXECUTABLE CODE licensed to LICENSEE by SUPPLIER under this Agreement.

**1.3 END-USER APPLICATION** means the LICENSEE'S own application that contains all or part of the LICENSED SOFTWARE.

**1.4 END-USER** means the organizations or corporations and the personnel employed by, or associated with the organizations of the LICENSEE, where the LICENSEE authorizes use of the END-USER APPLICATION. LICENSEE will permit the END-USER to use the LICENSED SOFTWARE only as expressly permitted by the terms of this AGREEMENT.

### 2 LICENSE GRANT

SUPPLIER grants to LICENSEE, for the term of this Agreement, a non-exclusive, nontransferable, corporation/company-wide right to:

2.1 Use the LICENSED SOFTWARE as is and (where desired) incorporate into, or use alongside LICENSEE'S own applications for internal evaluation purposes only. This license does not allow using LICENSED SOFTWARE for software development or any task other than for the purpose of evaluating the LICENSED SOFTWARE.

2.2 Incorporate the LICENSED SOFTWARE in evaluation versions of LICENSEE's applications if there exists a valid OEM license agreement for those applications between SUPPLIER and LICENSEE.

2.3 No other use of the LICENSED SOFTWARE is permitted.

### 3 PROPRIETARY PROTECTION

3.1 LICENSEE acknowledges and agrees that the LICENSED contains valuable trade secrets and proprietary information that are the property of SUPPLIER. LICENSEE covenants and agrees not to encumber the LICENSED SOFTWARE in any manner, nor market, sell, assign, lease, transfer, license or sub-license the LICENSED SOFTWARE or any part or parts thereof, other than in accordance with the terms and conditions of this Agreement.

3.2 LICENSEE shall protect the confidentiality of the LICENSED SOFTWARE and any documentation provided with the LICENSED SOFTWARE, and of all trade secrets and proprietary or other confidential information contained in such software documentation or libraries to at least the degree as the protection provided LICENSEE with respect to LICENSEE's own proprietary and

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3.3. LICENSEE shall be liable to SUPPLIER for any and all damages incurred by LICENSEE as a direct or indirect result of any unauthorized disclosure of confidential information, including court costs and reasonable attorney fees. Additionally, LICENSEE acknowledges and agrees that disclosure of the trade secrets or proprietary or other confidential information of SUPPLIER or uses of the LICENSED SOFTWARE in breach of this Agreement is likely to cause SUPPLIER harm for which damages may not be adequate remedy, and that SUPPLIER shall, therefore, be entitled to equitable relief to restrain such breach, without prejudice to any other right or remedy.

#### **4 LIMITATION OF WARRANTY AND LIABILITY.**

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#### **5 PATENT AND COPYRIGHT**

5.1 SUPPLIER shall have no liability for, and LICENSEE shall indemnify and hold SUPPLIER harmless from, any claim in which the alleged infringement arises from (1) the use of other than a current, unaltered version of the LICENSED SOFTWARE, or (2) the use of LICENSED SOFTWARE that has been modified or merged with other programs by LICENSEE.

#### **6 TERM AND TERMINATION**

6.1. This Agreement shall be effective upon execution by both parties or upon time when LICENSEE receives the LICENSED SOFTWARE – whichever occurs first.

6.2 Unless terminated earlier under the provisions of this agreement, this Agreement shall remain in force for a period of thirty (30) days from the effective date of this Agreement.

6.3 Immediately after termination of this Agreement, under terms of section 6.1, LICENSEE shall cease to use the LICENSED SOFTWARE and remove all copies from all storage devices, unless a full license is purchased.

#### **7 ENTIRE AGREEMENT**

7.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations and agreements with respect to this subject matter, whether oral or written.

7.2 If LICENSEE desires to buy a full product license, this agreement will be superseded by a new license agreement.

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