

CARR SCOTT SOFTWARE INCORPORATED
("Carr Scott")
5 WINDY HILL LANE
DUXBURY, MASSACHUSETTS 02332 U.S.A.

SOFTWARE REVIEW AND EVALUATION LICENSE AGREEMENT

Name: _____ ("Company")

Address: _____

City: _____ State/Province: _____ Zip/Postal Code: _____ Country: _____

Whereas, Company desires to obtain a copy of Carr Scott's _____ software and documentation (hereinafter collectively, "Product") for the purpose of evaluating the Product, and Carr Scott wishes to provide one copy of the Product to Company for a thirty (30) day period; Therefore, Carr Scott and Company agree, as follows:

1. Software License.

- a. Carr Scott hereby grants to Company a non-exclusive, non-assignable, fully revocable, non-transferable license, without right to sublicense, for the use of each item of Product on the Designated System for Company's evaluation purposes only. This license shall expire thirty (30) days after the Effective Date unless extended in accordance with the provisions of paragraph 3 of this Agreement. Except for agents, employees or contractors who need to use Product in the performance of their duties for Company's evaluation and review, Company will not permit Product to be used by any other person. Company will not permit Product to be installed or run on any system other than agreed to by Carr Scott and identified below as Designated System(s). No source code and no license to use source code is provided hereunder as a part of the Product.
- b. Company will not, except to the extent specifically authorized by the laws of the jurisdiction in which the Designated Systems are located, reverse engineer, decompile or reverse compile, disassemble, list, print or display any Product or otherwise attempt to obtain the source code or other Confidential Information from any Product. Company will not modify, or permit any person other than Carr Scott to modify Product or any part thereof.
- c. No Product or part thereof may be copied or duplicated by Company.
- d. Use of Product is authorized only on Designated System(s) as specifically identified below.
- e. Product is provided "as is" and Company has full responsibility for their installation and support. Carr Scott may provide limited support of Product on an as-available basis.
- f. Upon the reasonable request of Carr Scott, Company will permit Carr Scott to audit records and/or Designated System(s) for the limited purpose of verifying Company's compliance with the terms of this license.

2. Product shall remain the sole property of Carr Scott, the Product is based on substantial trade secrets of Carr Scott and thus Company agrees to:

- a. Use the Product only for Company's internal review and evaluation as provided herein. Company will restrict access to the Product solely to those employees,

- agents or contractors of Company having a need to know, to accomplish the purpose stated above;
- b. Advise each such employee, agent or contractor, before he or she receives access to the Product, of the obligations of Company under this Agreement, and require each such employee to maintain those obligations;
- c. Maintain the confidentiality of the information embodied or contained in the Product and not disclose such information to any person not authorized to have access to the Product under the provisions of paragraph 2a of this Agreement, using at least the same degree of care to maintain the confidentiality of such information as Company uses in maintaining its own confidential information, but always at least a reasonable degree of care.
- d. To return all materials containing any portion of the Product to Carr Scott upon the earliest of (i) the conclusion of its evaluation of the Product, (ii) the written request of Carr Scott, (iii) the expiration of thirty (30) days following the Effective date set forth below, or (iv) the Company fails to comply with any provisions of this Agreement.
- e. That Carr Scott claims and reserves all rights and benefits afforded under US and foreign Patent, trademark, and copyright and related laws and international treaties. All rights, title and interest in and to the Product are retained by Carr Scott.

3. The evaluation period of Product shall be extended only upon the written agreement of both parties. The terms of this Agreement regarding the protection and security of the Product shall remain in full force and effect for so long as Company continues to use, possess, or have access to the Product, including any trade secrets embodied or reflected therein.

4. The Product is provided for evaluation purposes only. CARR SCOTT SHALL HAVE NO LIABILITY FOR ANY EXPRESS OR IMPLIED WARRANTY, TRAINING, OR INSTALLATION SERVICES, OR USE OF THE PRODUCT OR ITS OUTPUT IN CONNECTION WITH SUCH EVALUATION. Customer's sole recourse in the event of any dissatisfaction with the Product is to stop using it and return it to Carr Scott.

5. CARR SCOTT SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST PRODUCTIVITY, LOST REVENUES, OR LOST PROFITS, RESULTING FROM RECEIPT OR USE OF THE PRODUCT BY COMPANY.

6. In the event of a breach or threatened breach or intended breach of this Agreement by Company, Carr Scott in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach.

7. Carr Scott and Company are independent contractors. This agreement shall not constitute or create a partnership or establish either party as the agent, legal representative, or franchisee of the other for any purpose.

8. The validity, construction, and performance of this Agreement are governed by the laws of the United States of America, Commonwealth of Massachusetts, excluding conflict of law rules and principles.

9. This Agreement contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof shall be binding on either party unless signed by duly authorized representatives of the parties.

This Agreement is binding upon Carr Scott and Company, and upon the directors, officers, employees and agents of each.

Designated System(s):	Tandem serial number #: _____	System Name: _____
	Tandem serial number #: _____	System Name: _____
	Tandem serial number #: _____	System Name: _____
	Tandem serial number #: _____	System Name: _____
	Tandem serial number #: _____	System Name: _____

Company has read this Agreement and agrees to be bound hereby.

Agreed to:

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Accepted by:

CARR SCOTT SOFTWARE INCORPORATED

By: _____

Name: _____

Title: _____

Effective Date: _____