

SOFTWARE EVALUATION AGREEMENT

This limited Evaluation Agreement is made between Velocity Software, Inc. ("Licensor") and _____ ("Licensee") for the evaluation of XYZ ("Program(s)").

1. The Licensee is authorized to install and evaluate the Program(s) for a **30** day evaluation (the "Evaluation Period") commencing upon installation of the software at Licensee's location, at no charge (**\$0**).
2. The Licensee understands and agrees that the Program(s) constitute confidential and proprietary information of Licensor and agrees to maintain said Program(s) in confidence to the same extent that Licensee maintains such confidentiality to protect its own proprietary information. Licensor protects its rights to the Program(s) under the United States copyright laws and applicable trade secret laws. Accordingly, Licensee is not authorized to duplicate the Program(s) (other than as necessary to install and operate them), to disclose the Program(s) to persons outside of Licensee's company, or to use the Program(s) for any purpose other than evaluation.
3. Upon receipt of this signed and dated Software Evaluation Agreement, Licensor agrees to send the appropriate distribution tapes via commercial overnight delivery or arrange for FTP distribution of products and documentation. Licensor further agrees to include, for reference, a copy of the Program Product License Agreement and Supplement for review by Licensee during Evaluation Period
4. Licensor agrees at the conclusion of the Evaluation Period that Licensee is under no obligation to enter into a License Agreement for the Program(s). If a License Agreement for the Program(s) is not entered into, Licensee agrees that all copies of the Program(s) will be removed from any machine which they have been installed, no copies or backups will have been made, and all originals will be returned in good condition.
5. Licensor warrants that it can grant the license to the Program(s) described in this Agreement and agrees to defend, hold harmless, indemnify and/or handle, at its own expense, any claim or action against Licensee, its parent, subsidiaries or affiliates for infringement of any patent, copyright or similar proprietary right based upon the Program(s) or any materials furnished hereunder by Licensor.
6. **LIMITED WARRANTY.** Licensor warrants that (a) the Program(s) will perform in accordance with the accompanying written materials for a period of thirty (30) days from the date of receipt, and (b) any media accompanying the Program(s) will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

Company: _____

By: _____

Printed or Typed

Signature: _____

Title: _____

Date: _____

CPU/Serial Number: _____

Company: _____

By: _____

Signature: _____

Title: Account Executive

Date: _____

Invoice Address:

Company: _____

Attention: _____

Tel: () _____

Fax: () _____