

# PAULIN RESEARCH GROUP SOFTWARE EVALUATION REQUEST FORM

**THIS SOFTWARE TRIAL AGREEMENT** (this "Trial Agreement") is by and between Paulin Research Group ("PRG") and the company identified on the enclosed Trial Software Request form ("Company").

Company requests that Paulin Research Group arrange a date limited trial period (the "Trial Period") for Company to evaluate the software product indicated on the submitted Trial Software Request form (the "Software") in accordance with the terms and conditions set forth below, and, therefore, the parties agree as follows:

- LIMITED USE.** PRG grants to Company a nonexclusive, nontransferable, revocable right to use the Software on Company's computer(s) and system(s) (collectively, the "System"), solely for the purpose of evaluation for possible licensing from Paulin Research Group and only for the Trial Period, which period shall begin upon Installation of the Software at Company's site unless otherwise indicated on the submitted trial request. Company shall not modify the Software in any way and Company shall not copy, sell, rent, sublicense, give away or otherwise transfer the Software or any portion thereof and the Software shall not be installed or used in, for or by any service bureau, time-sharing or outsourcing service. Company further agrees that it shall not reverse-compile, disassemble, reverse assemble or trace the Software. Company shall not rely upon the Software for business applications during the Trial Period and Company shall be solely responsible for the protection and backup of its data used in conjunction with the Software during the Trial Period. As used in this Trial Agreement - which includes the submitted trial request - the word "Software" includes all programs and documentation distributed to Company (including all tools, utilities, algorithms, ideas and concepts embodied therein) and any related information disclosed by PRG to Company and any portion thereof in any form.
- OWNERSHIP AND NONDISCLOSURE.** Company acknowledges and agrees that PRG is the owner, or the authorized distributor of, the Software and, except as set out above, this Trial Agreement does not grant to Company any right, title or interest in or to this Software, including in or to any intellectual property or proprietary right in or to the Software, and Company shall not obtain or claim any right, title or interest in or to the Software, or any portion thereof, or any intellectual property or proprietary right therein. Company further acknowledges and agrees that the Software embodies confidential information and trade secrets of PRG or the owner and Company shall not disclose any portion of the Software to any third party, including any person who is not Company's full-time employee having a need to know for the purpose of this Trial Agreement, unless any such third party or person has executed a nondisclosure agreement reasonably acceptable to PRG and covering the Software.
- DISCLAIMER.** PAULIN RESEARCH GROUP MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE PROVIDED HEREUNDER. Without limiting any other provision of this Trial Agreement, PRG shall not be liable for any direct, special, indirect or consequential damages resulting from the installation, use performance or nonperformance of the Software during the Trial Period.
- TERM.** This Trial Agreement shall commence as of the date on which the submitted trial request has been received by PRG and, unless terminated earlier in accordance with this Agreement or extended agreement of the parties, shall automatically terminate at 11:59 p.m. on the last day of the month as indicated by Trial Period. Any provision of this Trial Agreement intended to survive the termination of this Agreement shall survive termination of this Trial Agreement and continue in full force and effect.

I am prepared to dedicate the time and resources needed necessary to complete a thorough evaluation of the product and agree to provide PRG with periodic reports that fully describe the results of Company's use and evaluation of the Software.

I understand that I will have access to Paulin Research Group technical support. The support email address is [support@paulin.com](mailto:support@paulin.com). I understand that all support requests must contain full contact information including name, email and phone and that the Software input file should be included in the email. The Software input files are:

**FEPipe & BOS Fluids** <jobname>.IFU

**NozzlePRO** <jobname>.NOZZLEPRO

**AxiPRO** <jobname>.AXIPRO

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Company Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_