



# EKC Proprietary Software Evaluation Agreement

EKC, Inc.  
10400 W. Higgins Rd.  
Rosemont, Illinois 60018  
USA  
(847) 296-8010

Customer Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
\_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

**EKC Product Name:** \_\_\_\_\_ (“Product”)  
**Evaluation Period:** 30 Days (“Period”)

### Terms and Conditions:

1. EKC, Inc. (“EKC”) agrees to supply Customer with a copy of EKC’s proprietary software program product (“Product”) Programs and Documentation to facilitate Customer’s detailed evaluation of the Product. These materials will be disclosed only to employees of Customer and shall remain the property of EKC, Inc.
2. Title and full ownership rights to the Product remain with EKC, Inc. and the Product is agreed to be EKC’s proprietary information and trade secrets whether or not any portion thereof may be validly copyrighted or patented. Customer shall not reverse assemble or reverse compile the Product Programs in whole or in part. The Product is provided for evaluation with no warranty, express or implied, and EKC, Inc. shall have no liability to Customer or any other party with regard to their use and performance during the evaluation Period.
3. Customer’s right to use the Product under this Evaluation Agreement shall be limited to Customer’s facility location at the above address during the evaluation Period which begins on the Effective Date.
4. Prior to the end of the evaluation Period, Customer shall return to EKC all Product Programs and Documentation supplied, or Customer shall return an executed license agreement and the associated license fee to EKC.
5. In the event Customer fails to comply with paragraph 4 above, or has not entered into a mutually agreed upon licensing arrangement with EKC, within 15 business days after the conclusion of the Evaluation Period Customer shall be invoiced at the rate of 1/36<sup>th</sup> of the purchase price of the Product for each month Customer has not complied with paragraph 4. All such invoiced amounts paid by Customer to EKC are non-refundable but shall accrue towards the purchase price of the Product at time of final purchase.

### Accepted by:

EKC, INC.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

### Accepted by:

\_\_\_\_\_  
(Customer)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_