

EVALUATION LICENSE AGREEMENT (EVLA)

Terms and Conditions for Neoxen® Visual Modus Release 10.10

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The capitalized terms defined above shall have the meanings as defined, and the following terms shall have the following meanings:

- (a) "Contract" shall mean this License Agreement in which the terms and conditions for the price and licensing of the Software are defined.
- (b) "Documentation" shall mean those documents relating to the Software included with the original delivery media.
- (c) "Server License" shall mean one server based installation without the limitations on the number of users using the Software.
- (d) "Software" shall mean Vendor software included in the original delivery media.
- a) (e) "User License" shall mean a license in which the number of users is limited to a certain number of persons without any restrictions on the number of running server installations by the End User.

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- (a) for non-commercial evaluation purposes;
- (b) in the hardware and operating system environments defined in the original delivery media.
- a) This Evaluation License is a User License for a single user.

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- b) any violation by End User of its obligations under these License Terms and Conditions shall cause Vendor irreparable injury not fully compensable by money damages and for which Vendor has no adequate remedy at law;
- c) if Vendor institutes an action or proceeding to enforce any of such obligations, Vendor shall be entitled to injunctive and other equitable relief as may be necessary or appropriate to enjoin, prevent or curtail any such breach, threatened or actual, without, to the extent permitted by applicable law, the need for the posting of any bond or other security; and
- d) the foregoing rights shall be in addition to any other rights Vendor may have hereunder or under the Contract or applicable law, whether at law or in equity.

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- (a) **Term of the Evaluation License.** The Evaluation License shall be effective for a term of three (3) months, unless otherwise terminated pursuant to the relevant provisions hereof.
- (b) **Termination for Cause.** Vendor shall be entitled to terminate the Evaluation License:
 - (i) for material breach of these License Terms and Conditions that is not cured by the End User within thirty (30) days of the receipt of a written notice from Vendor specifying the breach in detail, provided that Vendor shall be entitled to terminate the Evaluation License immediately if the breach is not curable and provided further that the End-User expressly acknowledges that breaches of Articles 3 – 7, 9 and 10 hereof are not curable; or
 - (ii) if the End User is or becomes the subject of bankruptcy or insolvency proceedings or has an administrator, receiver or liquidator of its assets appointed.
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 - (i) the license granted hereunder shall terminate, End User shall promptly remove all copies of the Software from its systems, and End User shall return the Software and the Documentation as well as any backup copies thereof to Vendor;
 - (ii) the End-User shall return to Vendor all Confidential Information relating to the Software in its possession and shall not make or retain any copies of such Confidential Information;
 - (iii) upon reasonable request, the End-User shall provide to Vendor a certificate stating that it has complied with its obligations under this Section 13(c);
 - (iv) the End-User shall not be relieved from any obligation hereunder already accrued prior to the date of such termination, nor from any liability for a breach hereof occurring prior to the date of such termination; and
 - (v) the obligations set forth in Articles 5, 7, 9, 10, 11 hereof shall survive termination of the Evaluation License.

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