

Your Responsibilities

1. You will supply knowledgeable personnel using best efforts to evaluate and test the selected software Product(s) at your location.
2. You will, at the conclusion of the Trial, either license the Product(s) or: a) purge the Trial software from any computer on which it was installed; b) return or purge all media and documentation related to Product(s); and, c) email info@iri.com your reason(s) for not licensing the Product(s) and suggestions you may have for improving the Product(s).
3. You will describe the restrictions of this Agreement to anyone who might come into contact with information subject to this Agreement, and You will require them to agree to abide by those restrictions. Your knowledge of this Agreement and its terms will be imputed to all persons within your company connected to this Evaluation, and You will be responsible for any violation of this Agreement by anyone in your company.
4. You will not in any way disclose information about the Product(s) to any person outside your company. This restriction includes, but is not limited to: Product executables, source or object code; the results of any testing of the Product(s); and, any documentation provided for the Product(s).
5. You will not disclose to any person outside your company any price quotation or sales negotiating position of IRI. This restriction includes, but is not limited to, providing to any person outside your company any indication or suggestion of the price, or price range, that IRI has quoted.
6. You will not: a) remove any copyright or confidentiality notices from the Product(s); b) reverse engineer, disassemble or recompile the Product(s) or related documentation; c) use the Product(s), related documentation or any information (including pricing) to develop or assist a competing product; nor, d) use the Product(s) in production or for any purpose beyond license-feasibility testing.

IRI's Responsibilities

1. IRI will provide to You the Product(s) and documentation for a 30-day Trial on the computer You previously identified.
2. IRI will help You maximize the Trial by assisting You with installation, licensing, implementing, and/or tuning the Product(s), and otherwise insuring that your test demonstrates the full capabilities of the Product(s) for your purposes.
3. IRI will not apply sales pressure around, or place functional restrictions on, your Trial.

Miscellaneous

1. Both parties agree that You, the party obtaining the Trial, are indicating acceptance of the terms of this Agreement by checking the box below. You will also be understood to accept the terms of this Agreement by accepting delivery (by any means) of the Trial Product(s) or related documentation.
2. This Agreement will be governed by Florida law, and both parties consent for purposes of enforcement of this Agreement to jurisdiction of any court of competent jurisdiction within 75 miles of Orlando, Florida.
3. You agree that a violation of this agreement will likely result in irreparable harm to IRI.
4. Neither party may assign this agreement without the express, written consent of the other.