



414 3rd Street, NE
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sales@colesoft.com
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PROPRIETARY SOFTWARE EVALUATION AGREEMENT

Software Products Name and Release	Processor Type	Processor Model	Serial Number	SYSPLEX Name	OS Name and Release (OS/390 or z/OS)
_____	_____	- _____	_____	_____	_____
_____	_____	- _____	_____	_____	_____
_____	_____	- _____	_____	_____	_____
_____	_____	- _____	_____	_____	_____
_____	_____	- _____	_____	_____	_____
_____	_____	- _____	_____	_____	_____

Note: Product licensing keys are sensitive to Processor Model, Type and serial number, and to SYSPLEX name. Please fill these values in completely. Attach a separate sheet if more CPUs and/or SYSPLEXs are required.

Customer Name: _____

Site Address: _____

Customer Address: _____

The trial period will begin: _____

ColeSoft Marketing, Inc. (“Cole”) agrees to provide the above listed software products (“Products”) to the customer named above (“Customer”) for a period of sixty days (the “Evaluation Period”) for the purposes of determining the Products’ usefulness to Customer’s business operations. Cole, at its sole discretion, may grant extensions to the Evaluation Period. Customer is under no obligation for payment of any kind during the Evaluation Period.

Upon receipt of this Agreement, properly executed by an authorized Customer representative, Cole shall electronically distribute the Product(s) along with documentation suitable to install and operate the Product(s).

Customer understands and agrees that the Product(s) are proprietary product(s) of Cole. Customer agrees not to encumber or alter the Product(s) in any way or to disclose, transfer or otherwise make the Product(s) available to any person or entity other than those who are required to have such knowledge for the use and evaluation of the Product(s).

Cole warrants that the Product(s) contain only that code which is necessary and/or appropriate for carrying out their documented functions, and that the Product(s) contain no "virus" code of any malicious, destructive or nuisance nature.





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Cole shall not be liable whatsoever to Customer for any liability, loss or damage caused by the use, misuse or operation of the Product(s).

Customer shall indemnify Cole against all third party claims arising from Customer's use, misuse or operation of the Product(s).

Customer understands and agrees that training is important in order to receive the full benefit of the Product(s). Therefore, Customer agrees to receive either on-site, or Internet-based training (at no charge or obligation) for those of Customer's personnel who are likely to use the Product(s).

During the Evaluation Period, Cole shall provide technical support to Customer through its normal support channels (telephone, e-mail, fax) so as to assist Customer in installing, configuring and learning to use Products in Customer's environment. Product training will also be made available via the Internet at no cost to Customer.

At the conclusion of the Evaluation Period, Customer agrees either (a) to proceed towards acquisition of a lease to continue using the Product(s) or (b) to cease use of the Product(s) immediately, and remove the Product(s) from Customer's computing system(s). In the case of "(b)", Customer shall erase all copies of the Product(s) that Customer has created or allowed to be created. Customer also shall destroy all Distribution Materials. Customer shall then notify Cole in writing that this has been done.

COLESOFT Marketing, Inc.:

Customer's Acceptance:

Customer's Technical Contact:

 (Authorized signature)

 (Authorized signature)

 (Printed Name)

 (Printed name)

 (Printed name)

 (Title)

 (Title)

 (Title)

 (Phone)

 (Date – mm/dd/yy)

 (Date – mm/dd/yy)

 (FAX)

 (E-mail)

