

TRIAL EVALUATION TERM

BY USING THIS SOFTWARE OR BY SELECTING "ACCEPT", YOU ARE AGREEING TO THE PROVISIONS OF THESE TRIAL EVALUATION TERMS ("**Agreement**"). THIS AGREEMENT IS BETWEEN VOUCHR INC AND YOU FOR THE TRIAL EVALUATION OF COMPANY'S SOFTWARE PRODUCTS AND RELATED MATERIALS AND DOCUMENTATION (the "**Product**").

The terms and conditions that govern this trial evaluation are as follows:

1. **Trial Evaluation Period.** The trial evaluation period for the Product shall commence on the date of installation and shall continue for a period of 6 months. Company hereby grants to Customer and Customer hereby accepts a non-exclusive, non-transferable, royalty-free, license, during the trial evaluation period, to use the Product for evaluation purposes only, subject to the terms and conditions of this Agreement. Company shall provide to Customer without charge, reasonable telephone and written consultation requested by Customer for the trial evaluation period in connection with the use and operation of the Product and any problems therewith.
2. **Restrictions.** Customer agrees not to:
 - a. copy (other than the one (1) copy used for evaluation purposes), sublicense, distribute, resell or transfer the Product, create a derivative work of and otherwise copy the functionality of the Product;
 - b. disclose the Product to any other person or entity (except to Customer employees who need access to the Product in order to evaluate the Product), and Customer agrees to use reasonable efforts to prevent such disclosure; and
 - c. modify, adapt, translate, disassemble, reverse assemble or engineer, reverse compile, or otherwise try to derive source code from the Product, or permit any other person to do so.
3. **Ownership.** Customer acknowledges and agrees that the Product is owned by Company or its licensors, and is protected by Canadian and international intellectual property laws. Customer is not obtaining title to or ownership of the Product as a result of this Agreement.
4. **Charges.** This trial evaluation is offered by Company at no charge to Customer.
5. **Limitation of Liability.**

IN NO EVENT WILL COMPANY OR ITS LICENSORS, BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE DEMONSTRATION OF THE PRODUCT. IN ANY EVENT, COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID UNDER THIS AGREEMENT. THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6. **Disclaimer of Warranties.** BECAUSE CUSTOMER IS USING THE PRODUCT PURELY FOR EVALUATION PURPOSES, WITHOUT CHARGE, THE PRODUCT IS BEING LICENSED TO CUSTOMER "AS IS", WITH ALL FAULTS. WITHOUT LIMITING THE GENERALITY OF THE PREVIOUS SENTENCE, COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF ACCURACY, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **Expiration.** Upon expiration of this trial evaluation, Customer agrees to notify Company, in writing, of its

intention to enter into negotiations concerning the licensing of the Product. Upon such notification, the parties agree to negotiate mutually acceptable terms and conditions for such licensing. In the event mutually acceptable terms and conditions cannot be reached within 30 days of such written notification by Customer or if Customer has notified Company of its intention not to license the Product, Customer agrees to return the Product and purge its computer(s) and all storage media of the Product and provide to Company an officer's certificate to such effect.

8. **Applicable Law.** This Agreement shall be governed by the laws of Ontario without regard to its principles of conflict of laws. Company and Customer hereby agree on behalf of themselves and any person claiming by or through them that the sole jurisdiction and venue for any litigation arising from or relating to this Agreement shall be an appropriate federal or state court located in Ontario.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations and/or agreements among the parties in connection with the subject matter hereof except as set forth in this Agreement. This Agreement, and the rights and obligations hereunder, may not be assigned or delegated by Customer without the prior written consent of Company.