

Software Evaluation Agreement

This is a legally binding Evaluation Agreement between Paragon Technologie GmbH, Heinrich-v.-Stephan-Str. 5c, 79100 Freiburg, Germany, a German based company («Paragon») and You, as user («User»). It permits the User to use the Paragon Software and associated documentation for a limited time, and under the below specified terms and conditions.

1. Paragon is willing to provide an evaluation copy of the Paragon Product(s) („Software“) including, object code, marketing literature and product documentation. This will allow the User to become familiar with the benefits of the Software for the possibility of acquiring a licensed copy.
2. The evaluation period will begin upon the User's receipt of the Software and will continue for 30 days. Evaluations beyond 30 days may be granted by Paragon on written request.
3. The User agrees to report to Paragon any and all problems relating to the Software. However, the User recognizes that, because of the nature of the evaluation, Paragon may desire not to repair or correct any problem and has no obligation to do so.
4. The User agrees not to use the evaluation copy in a production environment. Any use of the Software is at the sole risk and liability of the user. THE USER RECOGNIZES THAT ALL ITEMS PROVIDED TO THE USER HEREUNDER ARE DELIVERED „AS IS“. NO WARRANTIES ARE GIVEN, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY. IN NO EVENT WILL PARAGON BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY LIABILITY IN TORT INCURRED BY OR UNDER THIS AGREEMENT FOR EVALUATING THE PARAGON PRODUCTS.
5. The User recognizes that the evaluation copy of the Software will at all times remain the property of Paragon, is confidential, and will not disclose any information to any third party without Paragon™ prior written permission.
6. The User agrees not to modify the Software, and agrees that upon termination of the evaluation period it will either return to Paragon the Software together with all documentation or destroy it, unless otherwise agreed in writing by Paragon. The User agrees that the Software will at all times remain the property of Paragon throughout the evaluation period.
7. This Agreement may not be assigned to a third party without the written consent of Paragon.
8. This Agreement sets forth the entire understanding between parties with respect to the matters set forth herein and supersedes all prior representations, understandings or agreements, whether written or oral, express or implied, with respect to this evaluation.
9. If any paragraph, provision, or clause in this Agreement shall be found or held to be invalid or unenforceable in German jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable.
10. This Agreement is governed by German Law.

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