

Beta Test Agreement
between
Paragon Software
15615 Alton Parkway, Suite 450
Irvine, CA 92618
and
You, as user

§ 1 Scope of this Agreement

The Software-Product accompanying this Agreement **as a pre-release copy** and all affiliated materials, including documentation and information (collectively the "Product"), is copyrighted. Scope of this agreement is the licensing (not selling) of the "Product" to You, as the 'user' (either an individual or an entity). PARAGON reserves all rights not expressly granted.

§ 2 Extent of Use / User Duties

1. PARAGON grants the User a simple, non-exclusive and temporally restricted right to use the "Product" **solely for the purpose of testing**. Your rights in the "Product" are limited to those expressly granted in this agreement. In particular, PARAGON reserves all rights of reproduction, distribution and publication.
2. The license is restricted to the respective version acquired, i.e. new versions must be re-licensed. PARAGON is not obligated to provide maintenance, technical support or updates to the User. In no event shall PARAGON be obligated to provide the User a copy of the commercial release version of the "Product". PARAGON is not obligated to make the "Product" commercially available.
3. The license is restricted to the object code of the "Product". PARAGON is not obliged to provide the user with the source code. The user may not reverse engineer, decompile, dis- and/or reassemble, or change, alter, modify the "Product"; or create derivative works, enhancements, extensions or add-ons to/of any part of the "Product".
4. This license entitles the user to install and use the "Product" on only one single location (only one computer normally). If this location is part of a multi-user-system, or if the "Product" is to be designed for getting installed on a server centrally (and to be used in a network system), the license is valid for all authorized users of the related system.
5. The "Product" may not be used per data transmission. The transfer in physical form (i.e. stored on portable or other physical media) from one computer to another is only permitted if the "Product" is not used on more than one computer at the same time. If the "product" is to be used in a network system, § 3 cipher 4, S.2 applies accordingly.

6. A transfer of the "Product" or any portion of it to third parties under retention of any usage possibilities is excluded, unless PARAGON permits such a transfer in a written agreement with the user. The user is obliged to prevent unauthorized access to the "Product" by third parties through the implementation of appropriate precautionary measures. The original storage media delivered and any backups are to be stored in a location protected against unauthorized access by a third party. The User is to be obliged to advise potential employees to respect copyright and the terms of this agreement.

7. The User shall not rent, lease, sell, sublicense, assign any portion of the "Product" or the "Product" itself.

8. Duplication of the "Product" is prohibited, provided that the duplication is not necessary for the normal operation of the "Product". Duplication is considered necessary when it occurs during the installation of the "Product" to a hard disk from the accompanying media and when downloading or printing-out data from the running application for exclusively personal use. In addition, the User may create a backup copy when such action is necessary to ensure future use of the "Product" in the contractually implied, exclusively personal manner.

9. Translation of the "Product" is prohibited.

10. Any copy protection system, copyright-notice, or registration-number built into the "Product", or any other characteristics that serve to identify the program, are not to be removed by the User.

11. The User agrees to provide reasonable feedback to PARAGON, particularly to report any and all problems and test results relating to the "Product". All this information may be used by PARAGON for its own purpose. Due to the nature of the development work, PARAGON provides no assurance that any specific errors or discrepancies in the "product" will be corrected.

§ 3 Warranty / Claims for Damages

1. The User is aware of the fact that Software can generally not be produced completely devoid of faults. PARAGON is only liable for defects in the "Product" that decrease significantly its value or suitability for the contractually intended use. The warranty refers only to material defects of contractual "Product"s delivered by PARAGON. PARAGON is liable without limitation for defects in title.

2. PARAGON is liable for damages arising from the injury of life, body or health that are based on a negligent breach of duty on the part of PARAGON or an intentional or negligent breach of duty by a legal representative or a vicarious agent of PARAGON; as well as for other damages that are based on an intentional or grossly negligent breach of duty on the part of PARAGON or on an intentional or grossly negligent

breach of duty by a legal representative or a vicarious agent of PARAGON; yet, PARAGON is fully liable for damages arising from a breach of essential (but only typical, predictable contractual obligations). Further liability for damages is excluded, no matter on which legal grounds claims are based. Liability for damages resulting from a failure to meet explicitly granted quality guarantees or such liability based on the German Product Liability Act remains unaffected.

3. It is up to the User to choose an appropriate usage location for the "Product" and to determine the type of hardware/ computer system to be used. PARAGON offers no guarantees in this matter.

§ 4 Term of Agreement

1. The term of this Agreement shall commence on the date of User's receipt of the Software and will continue for 2 months. A continue of the term may be granted by PARAGON on written request.

2. Aside from the termination of the right of use by reason of time lapse, this Agreement will terminate without notice upon the commercial release of the "Product".

3. Furthermore, the rights conferred to the User under this agreement terminate without notice from PARAGON if the User fails to comply with any term(s) of this agreement.

4. In all cases of termination, the User is obliged to give all media containing "Product" and Documentation back to PARAGON and to remove the "Product" and all files built with it's help from the hard drive in a way that guarantees non-recoverability and, upon demand by PARAGON, to confirm the complete removal through a declaration in lieu of oath.

In either case User shall confirm to PARAGON the deletion of the "Product" in written by ideally using the corresponding form of PARAGON.

§ 5 Additional terms concerning Windows PE

If the "Product" the User has licensed includes Windows PE, the following terms and conditions will accumulative become valid in addition to the other terms:

1. "Windows PE" is Windows "Product" licensed from Microsoft Corporation and/or Microsoft Affiliate(s) and is provided "as is".

2. **"Windows PE" contains a security feature that will cause the computer system to reboot without prior notification to the end-user after 24 hours of continuous use.**

3. Microsoft or its affiliates are not liable for the "Product" including "Windows PE" licensed by PARAGON. Any support for the "Product" will be provided by PARAGON.

4. To avoid any Misapprehensions, the following is to be clarified:

The license of the "Product" including "Windows PE" is limited to use it as a boot, diagnostic, disaster recovery, setup, restoration, emergency services, installation, test and/ or configuration utilities program, and not for use as a general purpose operating system or as a substitute for a fully functional version of any operating system "Product".

5. Windows® is a registered trademark of Microsoft Corporation.

(6. "Windows PE" is subject to U.S /European Union export jurisdiction.)

§ 6 Confidentiality

The User binds itself not to circulate and to keep severely secret any kind of information, particularly with regard to technical, financial, organisational aspects, of which he or his organs, auxiliary persons, representatives, or other assigned persons get aware in coherence with this contract and/or during collaboration. In case of doubts the User binds itself to confer with PARAGON.

The User is obliged to bind organs, assistants, auxiliary persons, representatives or other persons who could get in contact to information in the same way.

§ 7 Further Terms

1. This agreement may not be modified, varied or altered, unless agreed upon in writing by both contracting parties.

2. This agreement is governed by and interpreted in accordance with the laws of Germany.

3. Concerning contracts with merchants, commercial companies, public legal entities and legal separate estates under public law, as well as in those cases where the customer, who is not a consumer, does not have his/its general jurisdiction within Germany, the court located in M?llheim, Germany shall have jurisdiction to hear the disputes arising under this agreement.

4. This agreement, together with the general terms and conditions of PARAGON, comprises the entire agreement between PARAGON and the User.

5. If any current or future provision of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this agreement will not be affected.

Offeror Identification:

Paragon Software

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www.paragon-software.com