

Test and Evaluation Agreement Enterprise Libraries

This is a legal agreement ("Agreement") between you the end user or integrator ("Company"), and AddressDoctor GmbH ("AddressDoctor"). BY INSTALLING, COPYING OR OTHERWISE USING THE ADDRESSDOCTOR ENTERPRISE LIBRARIES ("Product"), COMPANY AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF COMPANY DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY OR USE THE PRODUCT AND RETURN IT PROMPTLY WITHIN 5 DAYS OF RECEIPT.

AddressDoctor Enterprise Libraries

Following the execution of this Agreement by Company, AddressDoctor will provide Company with an evaluation copy of the Product. The Product may include software (the "Software"), postal reference data ("Data") and related documentation and information (collectively the "Product"). The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Product is licensed, not sold.

1. GRANT OF LICENSE. This Agreement grants Company the following rights provided that Company complies with all terms and conditions of this Agreement:

(a) AddressDoctor grants to Company a limited, non-exclusive, nontransferable, royalty-free license to install and use one copy of executable code of the Product on one device residing on Company's premises, solely to test and evaluate the functionality of the Product. All other rights are reserved to AddressDoctor. Company shall not rent, lease, sell, sublicense, assign, or otherwise transfer any portion of the Product. Company may not reverse engineer, decompile or disassemble any portion of the Product, except and only to the extent that this limitation is expressly prohibited by applicable law notwithstanding this limitation. Company

may not use the Product in a live operating environment. Company may not use the output generated by the Product in a live operating environment and shall delete all output upon the termination of this Agreement. AddressDoctor and its suppliers shall retain title and all ownership rights to the Product including the Data and this Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Product or to the Data or to the features or information therein, except as specially stated herein.

(b) Company agrees to provide reasonable feedback regarding the Product to AddressDoctor, including but not limited to usability, bug reports and test results (collectively "Feedback"). Company further agrees that: AddressDoctor may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Feedback in any AddressDoctor product, technology, service, specification or other documentation (collectively, "AddressDoctor Offerings"). Any Feedback will be made anonymous by AddressDoctor unless agreed otherwise. Company will not share this feedback with any other third party or disclose that it is using or evaluating the Product. Due to the nature of the ongoing development work on the Product, AddressDoctor provides no assurance that any specific errors or discrepancies discovered by Company in the Product will be corrected.

2. TERM OF AGREEMENT. The term of this Agreement shall commence on the date accepted by Company and shall continue for ninety (90) days or until terminated by AddressDoctor in writing at any time, with or without cause. Upon the termination of this Agreement (or upon request by AddressDoctor), Company shall promptly return to AddressDoctor, or certify destruction of, all full or partial copies of the Product provided by AddressDoctor. The following Sections shall survive termi-

nation or expiration of this Agreement: Sections 1(b), 6, 7, 8, and 9.

3. **COST OF TESTING.** There is no charge to Company for testing and evaluation of the Product.

4. **PRODUCT MAINTENANCE/UPDATES.** AddressDoctor is not obligated to provide maintenance, technical support or updates to Company for the Product provided to Company pursuant to this Agreement. However, AddressDoctor may, in its sole discretion, provide further versions, technical support, updates and/or supplements of the Product and/or related information ("Updates") to Company hereunder, in which case such Updates shall also be deemed to be included in the "Product", the "Software", and the "Data" and therefore governed by this Agreement, unless other terms of use are provided by AddressDoctor with such Updates. AddressDoctor is not obligated to make the Product commercially available to Company.

5. **INTELLECTUAL PROPERTY RIGHTS.** All title and intellectual property rights in and to the Product (including but not limited to the Data, any images, photographs, animations, video, audio, and text incorporated into the Software), and any copies of the Product that Company is expressly permitted to make herein, are owned by AddressDoctor or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the Product are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants Company no rights to use such content. If the Product contains documentation which is provided only in electronic form, Company may print one copy of such electronic documentation. Company may not copy the printed materials accompanying the Product. All rights not expressly granted are reserved by AddressDoctor.

6. **DISCLAIMER OF WARRANTIES.** THE PRODUCT IS DEEMED ACCEPTED BY COMPANY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADDRESSDOCTOR AND ITS SUPPLIERS PROVIDE THE PRODUCT AND ANY (IF

ANY) SUPPORT SERVICES RELATED TO THE PRODUCT ("SUPPORT SERVICES") AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM WITH RESPECT TO THE PRODUCT AND SUPPORT SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO, THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE OF THE PRODUCT AND ANY SUPPORT SERVICES, REMAINS WITH COMPANY.

7. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADDRESSDOCTOR OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT OR SUPPORT SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF ADDRESSDOCTOR OR ANY SUPPLIER, AND EVEN IF ADDRESSDOCTOR OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **LIMITATION OF LIABILITY AND REMEDIES.** NOTWITHSTANDING ANY DAMAGES THAT

COMPANY MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF ADDRESSDOCTOR AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND COMPANY'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU BASED ON REASONABLE RELIANCE UP TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY COMPANY FOR THE PRODUCT OR FIVE EUROS (EUR 5.00). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 6 AND 7 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

9. GOVERNING LAW / JURISDICTION / ATTORNEYS' FEES. This Agreement shall be construed and controlled by the laws of North Carolina, and Company consents to exclusive jurisdiction and venue in courts sitting in North Carolina, USA. Company waives all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

10. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive agreement between AddressDoctor and Company with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. This Agreement may not be amended except in a writing duly signed by an authorized representative of AddressDoctor and Company.

Company Name

Company Address

Name (PRINT)

Title

Date

Signature

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