

SMX Evaluation Agreement

Eval # _____

This is an agreement between Micro Digital, Inc. ("MDI") located at 2900 Bristol Street, Suite G204, Costa Mesa, California, USA and "Evaluator":

Name: _____

Company: _____

Address: _____

City: _____ State: _____

Zip: _____ Country: _____

Email: _____

Phone Number: _____

Evaluator wishes to evaluate the Evaluation Kit # _____ or the following products ("Products"):

_____ for a period of ___ days after signature of this agreement by both parties. Reason if more than 30 days: _____

_____ Therefore the parties agree as follows:

- 1. Products provided to Evaluator for purposes of evaluation shall be considered confidential information.
- 2. Products will be evaluated at the location specified above.
- 3. Evaluator agrees that it will protect confidential information provided to it by MDI at least as well as it protects its own confidential information and that it will not make it available to any third party without the written consent of MDI.
- 4. It is understood that Products provided by MDI, under this agreement, may be the property of MDI partners as well as of MDI, itself.
- 5. Evaluator agrees that Product software, copyrights, and all other proprietary rights remain the property of their lawful owners and that this agreement transfers no Product ownership or license to Evaluator.
- 6. Evaluator agrees to assume responsibility for all damage or injury occurring due to Product evaluation.
- 7. At the end of the evaluation period, Evaluator agrees to either sign the MDI Product License and Source Code agreements and to purchase Product Licenses, or to return the Products to MDI and erase any copies made thereof.
- 8. Evaluator agrees to not distribute any code in any form that was in all or in part derived from any MDI-provided Product, unless Evaluator purchases a Product License and then to do so only in accordance with the Product License terms.
- 9. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid, and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.
- 10. This Agreement shall be binding upon all parties and their successors and assigns and shall be governed by the laws of the State of California.

Micro Digital, Inc.

Accepted and agreed to on behalf of Recipient

Authorized Signature Date

Authorized Signature Date

Ralph Moore, President

Name / Title