

INSTRUCTIONS: Fill out the Name/Address block; print and sign the document; then scan/email to sales@datalogics.com or fax to +1.973.913.3451

AGREEMENT FOR EVALUATION OF PRODUCTS

Name and Address of Customer:

Datalogics, Inc., an Illinois corporation located at 101 N. Wacker Drive, Suite 1800, Chicago, IL USA 60606 (“Datalogics”) agrees to furnish the Software listed below (“Software”) under the terms and conditions hereinafter set forth:

Software	Third Party Supplier	Platform
Adobe® Reader® Mobile 9 SDK	Adobe Systems, Inc.	Source Code

A mobile version of Adobe Reader software optimized for displaying Adobe Portable Document Format (“PDF”) on mobile and alternate devices including:

- the source code and core for specific reference implementations
- the source code for test harness
- a test suite for the purpose of verification, makefiles, documentation covering the most frequently used API’s to the Software, and build instructions, including the implementation of PDF, EPUB and Adobe DRM (“Materials”).

Datalogics contact information:

Phone +1 (312) 853-8200; fax +1 (973) 913-3451

Email sales@datalogics.com or tech_support @datalogics.com

Evaluation software including documentation will be made available through secure FTP service. **The evaluation extends for 30 days from date of delivery by Datalogics.**

Customer address where products will be located (if different):

CUSTOMER

DATALOGICS, INC.

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Adobe and Reader are trademarks of Adobe Systems.

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Terms and Conditions of Software Evaluation

This agreement is between Datalogics and Customer as specified on the Agreement for Evaluation of Software. There is no charge for the evaluation. The Effective Date of this Agreement will be the date of delivery by Datalogics.

License:

1. Datalogics grants Customer a nonexclusive, nontransferable right to access and use the Software at the Customer-controlled facility listed above and solely for internal business purposes under the terms of this Agreement.
2. The Software is owned by Datalogics and its third party suppliers. The structure and organization of its source code are the valuable trade secrets of Datalogics and its third party suppliers. The Software is also protected by United States Copyright law and International Treaty provisions. This Agreement does not grant you any intellectual property rights in the Software.
3. You may not copy the Software, except that Customer may make one backup copy of the Software, provided that backup copy is not installed or used on any computer. Such backup copy may not be distributed to a third party.
4. Any copies that you are permitted to make pursuant to the Agreement must contain the same copyright and other proprietary notices that appear on or in the Software.
5. Customer is authorized to modify the Software solely to develop a prototype of a product. Modifications made by Customer, but not the original code supplied by Datalogics, shall be the property of Customer. This prototype is not to be distributed outside of Customer without entering into a separate written agreement for distribution.

Access to the Source Code shall be subject to the following conditions:

1. Customer shall store the Source Code in a secure manner and use the same degree of care used to protect its own source code, but in no event shall the safeguards for protecting the Source Code be less than a reasonably prudent business would exercise under similar circumstances.
2. Access to the Source Code shall be expressly limited to individuals who are authorized employees and contractors of Customer with a strict need to know and who are required to perform Customer's obligations or exercise Customer's rights under this Agreement ("Authorized Employees").
3. Customer will be able to identify those Authorized Employees who access the Source Code and provide a list of the Authorized Employees to Datalogics within thirty (30) of a written request by Datalogics.
4. All Authorized Employees shall sign Customer's confidentiality agreement containing terms at least as restrictive as those in this Agreement to protect the Source Code, before they are granted access to the Source Code.

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5. Customer agrees that it shall not let the Source Code be viewed, used, copied, disseminated, or circulated to any individual other than to Authorized Employees.

No commingling of technology:

1. The terms of this Agreement do not preclude Customer from developing a product substantially compatible with format supported by the Software, where such product does not incorporate the Software (a "Clone Product"); however, if Customer engages in Clone Product development, it shall ensure that there is no use of the Confidential Information in the design and development of such Clone Product. This paragraph shall survive expiration or termination of this Agreement.

Datalogics agrees:

1. to deliver the Software to Customer in a timely manner after approving the evaluation.
2. to provide question and answer support services on non-holiday weekdays from 0700 hours to 1700 hours Central Time. Out of hours requests should be submitted via electronic mail and will be addressed on the next business day.

Customer agrees:

1. to certify the destruction of the Software to Datalogics on or before specified Return Date.
2. not to transfer, sell, assign, sublicense, pledge, or otherwise dispose of, encumbrance upon or against, any interest in the Software.

Confidentiality:

1. Confidential Information. "Confidential Information" means all technical and non-technical information of one party, (including patent, copyright, trade secret, and proprietary information), drawings, inventions, processes, algorithms, software programs, software source documents, and formulae related to current, future, and proposed products and services of such party, and, without limiting the foregoing, information concerning research, experimental work, development, design details and specifications, engineering, financial information, pricing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information. Confidential Information specifically includes the Software, Materials and Source Code.
2. Non-disclosure. Each party shall not make use of, disseminate, or in any way circulate within its own organization the Confidential Information of the other party except to the extent allowed under this Agreement and to the extent necessary to fulfill its obligations under this Agreement. Each party shall not publish, copy, or disclose the Confidential Information of the other party to any third party, and it shall use its best efforts to prevent inadvertent disclosure of such Confidential Information, unless and until such time (except as set forth below), the receiving party can document that the Confidential Information: (a) was rightly in its possession from a source other than the disclosing party before

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receipt from such disclosing party; (b) is or became available to the public through no fault of the receiving party; (c) was obtained in good faith by the receiving party from a third party, not subject to an obligation of confidentiality owed to the disclosing party; or (d) was independently developed by receiving party, without reference to Confidential Information received by the disclosing party under and not in breach of this Agreement. The provisions in this Section 7.2 (a)-(d) shall not apply to Source Code, and Customer's obligations with respect to the Source Code are in effect in perpetuity.

3. Disclosure Required by Court or Governmental Body. If a receiving party is required to disclose Confidential Information pursuant to a valid order by a court or other governmental body, or otherwise by law, such party shall immediately notify the disclosing party of such required disclosure sufficiently in advance of the disclosure to allow intervention in response to such order or requirement. If that protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as and to the extent necessary to legally comply with the compelled disclosure.
4. Protection of Confidential Information. Each party agrees that it shall treat all Confidential Information of the other party with at least the same degree of care as it gives to the protection of its own confidential information of the same or similar nature, and each such party represents that it exercises at least a high degree of care to protect its own confidential information. Each party agrees that individuals with access to the Confidential Information shall be bound to protect such information under terms at least as restrictive as those in this Agreement.

Warranty:

1. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY CUSTOMER. DATALOGICS, AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.
2. IN NO EVENT SHALL DATALOGICS OR ITS SUPPLIERS BE LIABLE FOR ANY ACTUAL, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR OTHER COMMERCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY SOFTWARE PROVIDED HEREUNDER, EVEN IF DATALOGICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

General:

1. Datalogics shall have the right to terminate the evaluation if Customer fails to comply with any terms and conditions of this Agreement. Customer agrees, upon

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notice of such termination or the expiration of the term of this agreement to certify destruction of all copies of the Product.

2. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United State Export Administration Act or any other export laws, restrictions or regulations.
3. This Agreement is governed by the laws of the State of Illinois, USA.
4. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiation and communications, oral or written, between the parties against whom the same is sought to be enforced.