

Evaluation License Agreement

Product:	Value: <input style="width: 50px;" type="text"/>	
Your company/Institution:	<input style="width: 100%;" type="text"/>	
Site/Location:	<input style="width: 100%;" type="text"/>	
Begin Date:	<input style="width: 90%;" type="text"/>	Duration: <input style="width: 50px;" type="text"/>
Your Name:	<input style="width: 90%;" type="text"/>	Your status/job: <input style="width: 90%;" type="text"/>
Email Address:	<input style="width: 90%;" type="text"/>	Phone Number: <input style="width: 90%;" type="text"/>

License Terms

- 1) *The License:* Photon Design grants the licensed company or institution (the Licensee) a non-exclusive license (the License) to install, access and use the Product on and from one single-user computer at the site specified by the Licensee (the Site), for the duration defined by Begin Date and Duration, subject to the following clauses:
- 2) *Employees:* Only employees of the Licensee shall operate the Product or gain access to information gained from this License. An employee shall be defined for this purpose as a person for whom the Site is his or her main place of work.
- 3) *Purpose:* The Product shall be used **only** for the purposes of evaluating its capabilities and performance and **only** at the Site. In particular, use of the software to provide a design service or information to third parties outside the licensed company or institution is strictly prohibited.
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- 5) *Our Liability:* The liability of Photon Design shall not include or extend to any claim for or right to recover any incidental or consequential damages, including but not limited to, loss of profit, data or use of software, or other similar claim.
- 6) *Return:* The Product shall be de-installed from the Licensee 's computer(s) in accord with all instructions given and any materials supplied by Photon Design to Licensee in connection with this License shall be returned undamaged to Photon Design within 5 working days after the Begin Date + Duration.
- 7) Licensee shall not reverse engineer the Product. Licensee shall not modify the Product in any way. Licensee shall not modify or interfere with any license control mechanism associated with the Product in any way. Licensee shall ensure that no copies of the Product shall be retained after the Begin Date + Duration.
- 8) *Non Return:* Licensee understands that if Licensee does not un-install the Product or does not return all materials in due time as outlined in Clause 6 then Photon Design shall grant Licensee a Single User License Type A according to our standard license terms published elsewhere, and the full retail value of such license shall become payable within 30 days by Licensee to Photon Design.
- 9) *Promotion:* If you decide to purchase the Product, you agree to permit us to mention your institution name, name of the Product and year of purchase to any third party we choose. We agree not to release any other information you provide us.
- 10) *Jurisdiction.* This Agreement shall be construed, interpreted and applied in accordance to the laws of England and Wales.

This Agreement must be signed by someone with a permanent position at your company/institution who has the authority to sign on behalf of your company/institution. *Signatures of students will not be accepted.*

Signed for and on behalf of licensee

Full Name

Date

Position

Do you plan to purchase a photonics CAD product?

Do you have a budget for such a purchase yet?

If you are requesting a dongle-protected eval please state a Fedex, DHL or UPS account number that we can use to deliver the evaluation software or go online to www.photond.com/shop.htm to purchase a delivery by credit card.

Choose Courier:

Courier Account Number: