



Total Data Management

SOFTWARE EVALUATION AND NON-DISCLOSURE AGREEMENT

This Agreement is entered on _____, 20__ between Innovative Routines International ("IRI"), Inc. in Melbourne, Florida and _____ ("your company") in _____ solely for confidential suitability testing of IRI _____.

IRI agrees to:

1. Deliver object code and documentation for the above package(s) for a 30-day "test drive" on your company (or client) computer system specified below.
2. Provide technical assistance by phone, Email, and/or in-person testing to facilitate and optimize product testing and use in your environment.

You and your company agree to:

1. Supply knowledgeable personnel using their best efforts to evaluate the above product(s) at your location; employ the appropriate interfaces and job parameters; and, seek IRI advice when any problems or questions arise.
2. Safeguard all IRI software and other IRI proprietary and "valuable information", including without limitation: documentation; product features and user interfaces; product flowcharts and explanations; price lists, quotes and offers; product, technology, and/or business plans; and, test results. All are covered by this agreement and must remain confidential.
3. Purge the IRI trial software from your computer, and return any media and documentation with a *written explanation* of why it cannot be used if you will not license it, so IRI can learn from you and improve its offering(s).
4. Accept legal (and enforcement cost) responsibility, including an injunction and/or monetary damages to properly compensate IRI for any material breach of this agreement, technical or commercial.

You and your company agree not to:

1. Disclose to any competitor that IRI software is or was being evaluated.
2. Copy, distribute, or disclose IRI software or "valuable information" to any third party, or agent of your company not bound by this or a similar confidentiality agreement, without IRI's prior written consent to do so.
3. Remove any IRI copyright or confidentiality notice from any material(s).
4. Reverse engineer, disassemble or recompile any IRI software or valuable information, or use them: for an immediate business purpose; to develop or assist a competing product; or, anything beyond license feasibility tests.
5. Assign this agreement or adjudicate it outside of the State of Florida.

Management Signature & Title _____

User Name _____ User Title _____

User Phone # _____ Email address _____

O/S & Rel. # _____ DBMS, Rel #, 32/64? _____

OEM & Model # _____ #RAM Installed _____ # Cores Used _____