

Terms and Conditions / Download Agreement

PCItek grants Licensee a royalty-free, paid-up, nonexclusive, non-transferable, non-sublicensable license to load and execute the Software in executable machine-readable form only, on one workstation. **This license is for Licensee's internal testing and evaluation purposes only, and Licensee has no right to use the Software for business or productive purposes.**

All rights not expressly granted to Licensee are reserved by PCItek and Licensee may not use the Software in any manner not expressly authorized herein. Licensee may not use the Software for the benefit of, any affiliate, subsidiary, parent company or any other third party, nor may the Software be used for service bureau services. Licensee shall not: remove or destroy any proprietary rights marks or legends on or in the Software and on authorized copies; modify, enhance, adapt, translate, or create derivative works of the Software; transfer, distribute, assign, sublicense, rent, lease, export or sell the Software; decompile, disassemble, or reverse engineer the Software; or make copies of the Software.

PCItek is the owner or licensor of all intellectual property rights in the Software, including copyrights, trade secrets, trademarks, patents and "know-how". Licensee acknowledges the foregoing and will implement software protection measures designed to prevent unauthorized use or reproduction of the Software, including, but not be limited to, keeping the Software in a secure place, under reasonable access and use restrictions not less strict than those applied by Licensee with respect to Licensee's confidential information.

Licensee assumes sole responsibility for use of the Software in connection with Licensee's testing and evaluation under this Agreement. PCItek shall not be liable for damages or costs of any kind, including incidental, consequential, special, indirect or direct damages, or for lost profits or business interruption losses in connection with the Software under any form of action or theory of recovery, including contract, negligence, strict liability or warranty.

Licensee's right to test and evaluate the Software continues thirty (30) days after download. However, this Agreement may be terminated with or without cause by either party at any time prior its expiration. Upon the expiration or termination of this Agreement, all of Licensee's rights under this Agreement shall immediately cease. Licensee must remove the Software from Licensee's workstation.

THIS SOFTWARE IS PROVIDED FOR TESTING AND EVALUATION PURPOSES ONLY AND NOT FOR ANY PRODUCTIVE OR BUSINESS APPLICATION. AS SUCH, THE SOFTWARE IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Licensee may receive a license for productive use of the Software pursuant to separate agreement between PCI and Licensee.