Agreement on Evaluation of Software

("Agreement")

between

[Company]

[Company Address]

— hereinafter referred to as **"CUSTOMER"** —

and

HighTec EDV-Systeme GmbH

Europaallee 19

66113 Saarbrücken , Germany

— hereinafter referred to as "HIGHTEC" —

The foregoing companies are hereinafter also referred to individually as "Party"
and collectively as "the Parties".

1. Purpose:

The CUSTOMER would like to evaluate the software named and marked in chapter 2. as part of the project mentioned below. For this, HIGHTEC provides a one-time evaluation license free of charge.

2. Product and Project Information:

The following outlines the Products provided for Evaluation:

Product	Component

Information on Project/References known to both at the current stage:

Parameter	Details / Description
Project Name:	
Brief Project Description	
Microcontroller	
Operating System Type	
Operating System Vendor	
OS Version	
Compiler Version	
OEM	
Planned Start of Production (SOP)	
Quantity (Per Year)	

3. Scope of the Evaluation License

An evaluation license is for non-commercial purposes of the Product and furnished with an expiry date. The CUSTOMER agrees to use any Product provided to the CUSTOMER in form of an Evaluation License only for the period until the license expiration, only to evaluate it individually for potential purchase of a license to the Product as an end-user, to conduct no business with it, to remove it and all result files produced from any of CUSTOMER's computers or servers at the end of the trial evaluation period and to comply with all other obligations and restrictions in this Agreement. Any result files may not be used to link with result files from licensed software, and not used in any way in CUSTOMER`s products.

The evaluation license <u>is limited in time</u>, <u>non-transferable</u> and <u>non-exclusive</u>. It only applies at the location of the requesting specialist department. The software provided under this evaluation agreement may only be used by CUSTOMER employees at the dedicated location. The software may not be transferred to a different location without prior written approval through HIGHTEC.

Technical Contact	
Complete Name	
Email	
Phone	
Address	
City, State ZIP	
Country	

4. Purpose of the Evaluation License

The evaluation license may only be used for technical evaluation purposes:
- Evaluation of the technical and software interfaces
- Evaluation of the product documentation
- Capture the basis for decision-making for a product application Installation on the above listed application Board
- Note that MCAL and SafeTPack software are only allowed to be used on Infineon Evaluation Boards or Application Kits.
- Creation of a demo/sample application for the sole use of evaluating the provided software to the project requirements.

The evaluation license **does not** allow for:
- Product pre-development
- Product development
- Installation and testing on customer hardware or other hardware not specified in section 2 of this agreement
- Production of prototypes, samples, pre-series and series products

The evaluation **does not** include:
- Technical advice
- Support and maintenance
- Updates for newer versions

5. Evaluation Term

The evaluation license is valid **for 3 months** from the start of delivery
by HIGHTEC and terminates automatically after this period.

The evaluation license cannot be extended

6. CUSTOMER's Obligations

After the evaluation period has expired, all software provided with this agreement
along with all generated results must be irreversibly deleted, unless the software is
officially licensed through HIGHTEC as either a development or project/re-production
license.

Any technical data/result that was achieved during the evaluation term may **NOT** be
shared directly or indirectly with 3rd parties that may offer competitive products or
solutions to the products provided with this Evaluation Agreement.

CUSTOMER agrees specifically to comply with all applicable national and international
laws and regulations, in particular the applicable anti-terrorism and trade regulations.

7. Warranty
Free provision without guarantee and without liability.

8. License Agreement for Development and Reproduction License

Upon delivery of the evaluation license, the CUSTOMER receives the software license
agreement (SLA), which is the basis for the purchase of the product named in chapter
2.

A development or project/re-production license can only be purchased and delivered
with a valid and mutually signed contract.

HIGHTEC strongly recommends that the license agreement should be checked by
purchasing department during the evaluation period.

We hereby apply for an evaluation license for the product(s) named in chapter 2 of
this agreement.

We hereby declare to agree to the above conditions in particular the requirement to
delete the software and all copies thereof at the end of the evaluation period.

For **CUSTOMER**

[Company]

HighTec EDV-Systeme GmbH

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____