

SOFTWARE TRIAL EVALUATION AGREEMENT

PLEASE READ THIS TRIAL EVALUATION AGREEMENT CAREFULLY BEFORE INSTALLING THE PACKAGE. BY INSTALLING THE PACKAGE, YOU ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE TRIAL EVALUATION AGREEMENT BELOW:

This **TRIAL SOFTWARE LEASE AGREEMENT** is entered into, by and between InternetCAD.com, Inc., a Texas corporation located at 10880 Cassandra Way, Dallas, Texas 75228-2493 (hereinafter the "Lessor"), and _____ located at _____ (hereinafter the "Lessee"), to evaluate its Software Product set forth in Exhibit A. Effective this _____ day of _____, 200__ upon the terms and conditions hereinafter set forth, for the consideration stated herein.

Quantity	Description
1	iTools Place and Route Software Package

SOFTWARE LOCATION:(IF OTHER THAN ABOVE ADDRESS OF LESSEE)

Term of Evaluation	60 days
Number of Lease Payments:	0
Total Payment Per Period:	\$0

TERMS AND CONDITIONS

- EVALUATION.** This Agreement does not obligate the Lessee in any way to lease, purchase, or otherwise acquire ownership interest in, or pay for a license to use the Software. Neither the Lessee or Lessor shall be obligated to provide any compensation to the other based on this Agreement.
- LICENSE.** Lessor grants the Lessee a personal, nontransferable, nonexclusive license to use the software set forth in Exhibit A for the terms of this Agreement. The Lessee may use the Software solely for evaluation purposes only and may not used for production.

3. **TITLE.** All of the Software shall remain personal property and the title thereto shall remain with Lessor at all times. The Software is and shall at all times be and remain the sole and exclusive property of Lessor and the Lessee shall have no right, title or interest therein or thereto except as to the use thereof subject to the terms and conditions of this Agreement. The Lessee shall keep the Software free from any and all judgments, liens and encumbrances. The Lessee shall give Lessor immediate notice of an attachment or other judicial process, lien or encumbrance affecting the Software and shall indemnify and save Lessor harmless of and from any loss or damage caused thereby.
4. **PLACE OF USE.** Lessee shall keep the Software at its place of business as specified above. Lessee covenants and agrees not to allow the use of the Software by other businesses, entities or individuals and that said Software shall be used only on the work stations authorized by this Agreement. Lessee further covenants and agrees not to copy, rent, sublease, license, transfer, donate, commercially exploit, reverse engineer, decompile, disassemble (or allow the same to occur) the Software, or any part thereof.
5. **USE AND RETURN OF SOFTWARE.** Lessee shall exercise due and proper care in the use of the Software. Upon expiration or termination of this Lease, Lessee, at its sole expense, shall forthwith pack and return the Software to Lessor at 10880 Cassandra Way, Dallas Texas 75228 or such place as may be designated by Lessor in the same condition as when received by the Lessee, reasonable wear and tear alone excepted.
6. **LIMITED WARRANTY.** Lessor makes no warranties (express, implied or statutory) with respect to the Software and the accompanying written materials including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. In no event will Lessor be liable to Lessee for any direct or indirect damages including loss of profits, lost savings, loss of data, or other special incidental or consequential damages arising out of Lessee's use of or inability to use the Software.
7. **NO IMPLIED LICENSE.** Except as otherwise expressly stated, nothing in this Agreement shall be construed to grant either party any license, by implication, estoppel, or otherwise, to any intellectual property of the other, including trademarks, copyrights, patents, or trade secrets.
8. **CONFIDENTIALITY.** During the course of this Agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between Lessor and Lessee. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.

9. **RIGHT OF INSPECTION.** Lessor, its agents and representatives shall have the right at any time during usual business hours to inspect the Software and for that purpose to have access to the location of the Software.
10. **NON-WAIVER.** Lessor's failure at any time to require strict performance from Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Lessor's rights hereunder are cumulative and not alternative.
11. **POSSESSION OF SOFTWARE.** Lessor covenants to and with Lessee that Lessor is the lawful owner of said Software and that conditioned upon Lessee's performance of the conditions herein, Lessee shall peacefully and quietly hold and use the Software during the term of this Lease without hindrance.
12. **ATTORNEY'S FEES.** In the event either the Lessor or Lessee is required to retain the services of any attorney to enforce their rights under this Trial Evaluation Agreement, and the same results in legal action being filed, then the prevailing party shall be entitled to all reasonable and necessary attorneys' fees, court costs and disbursements.
13. **ASSIGNMENTS.** Neither Lessee nor Lessor shall assign any rights or obligations herein with regard to this Lease without the written consent of the other party.
14. **RISK OF LOSS.** Lessee hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the Software from any cause whatsoever and no loss, theft, damage or destruction of the Software shall relieve Lessee of any obligations under this Lease and this Lease shall remain in full force and effect. Lessee shall promptly notify Lessor in writing of any such loss, theft, damage or destruction of the Software.
15. **BINDING AGREEMENT.** This Lease shall be binding upon the Lessee and its heirs, legal representatives, successors and assigns and shall inure to the benefit of the Lessor, its successors, legal representatives and assigns.
16. **GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE MADE AND EXECUTED IN DALLAS COUNTY, TEXAS AND SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**
17. **SEVERABILITY.** If any provision hereof or any remedy herein provided for is invalid under any applicable law, such provision shall be inapplicable and deemed omitted. However, the remaining portions herein, including remaining default remedies, shall be given full force and effect in accordance with the intent of this document.

18. **NO OTHER AGREEMENT.** This instrument contains the entire agreement between the parties hereto with respect to the subject matter contained herein. There are no other agreements, written or unwritten, that shall bind the parties.

InternetCAD.com, Inc./Lessor

Lessee/Lessee

By: _____

By: _____

Title: _____

Title: _____

Exhibit A

itools
igrouter
ifp
iplacesc
iplacesc.v1
cluster
genrows
iccompact
simplify
syntax
iplacega.v1
ladmin
iclicensed
analyze_timing
itranslate
iroute
idetailer
icplugin.so