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SOFTWARE EVALUATION CONFIDENTIALITY AGREEMENT

NOTE TO VAR: This Agreement must be used whenever VAR provides a copy of any Authorized Software and Authorized Application to a potential customer ("Recipient") for evaluation for a period not to exceed sixty (60) days (the "Evaluation Period"). After having Recipient execute this Agreement, call APPX to obtain temporary registration information and to notify APPX of the date when the Evaluation Period will end.

VAR

RECIPIENT

NAME:

**NAME:
ADDRESS:**

**PHONE:
CONTACT:**

PRODUCT CODE	"AUTHORIZED SOFTWARE": COMPUTER PROGRAMS AND SOFTWARE DOCUMENTATION	RELEASE NUMBER

Evaluation Period ends on:

Recipient understands that VAR has access to the computer programs and software documentation identified above (the "Authorized Software" and/or "Authorized Applications") pursuant to an agreement with APPX Software, Inc. ("APPX"). The Authorized Software includes the original and all copies of the software, together with all computer printouts, computer tapes, computer diskettes, and all other forms of information storage containing any portion of the software, plus any related documentation, including but not limited to user manuals, technical manuals, system manuals, and keyboard function strips.

As a potential customer for the Authorized Software and/or Authorized Applications, Recipient has requested an opportunity to evaluate it. Recipient understands that the Authorized Software and/or Authorized Applications are the valuable copyrighted and trade secret property of APPX or its licensor and that VAR distributes the Authorized Software and/or Authorized Applications under a license from APPX, which retains title to the Authorized Software and/or Authorized Applications and all intellectual property, including trade secrets and copyrights. Aspects of the Authorized Software and/or Authorized Applications that are trade secrets include but are not limited to the series of instructions or statements which comprise the computer programs, the systems design, modular program structure, system logic flow, file content, video and report formats, coding technique and routines, file handling and special search techniques, implementation of function keys, video screen and data entry handling, and report generation. In consideration of Recipient being allowed access to the Authorized Software and/or Authorized Applications, Recipient agrees as follows:

1. **EVALUATION BY RECIPIENT.** Recipient may evaluate the Authorized Software and/or Authorized Applications until the end of the Evaluation Period. Recipient will not at any time make any use of the Authorized Software and/or Authorized Applications except as necessary to evaluate it. Recipient will not make copies of any portion of the Authorized Software and/or Authorized Applications.
2. **CONFIDENTIALITY.** Recipient will not at any time disclose to any person any portion of the Authorized Software and/or Authorized Applications except to employees of VAR authorized to have access to it. In no event will Recipient use the Authorized Software and/or Authorized Applications for Recipient's own benefit. Recipient may not decode, decompile, dissemble or otherwise reverse engineer the Authorized Software and/or Authorized Applications for any purpose whatever.
3. **RETURN OF SOFTWARE.** At the end of the Evaluation Period, Recipient will return all copies of the Authorized Software and/or Authorized Applications to VAR. Upon request by APPX or VAR, Recipient will provide a sworn affidavit of its president that all copies have been returned or destroyed.
4. **REVOCAION.** Recipient understands that APPX or VAR may at any time terminate this Agreement and revoke permission for recipient to have access to the Authorized Software and/or Authorized Applications. Upon the written request of APPX or VAR, Recipient agrees to return to that party all copies of the Authorized Software and/or Authorized Applications then in Recipient's possession or control. Upon request by APPX or VAR, Recipient will provide a sworn affidavit of its president that all copies have been returned or destroyed.

Date:

VAR:

Signature: _____

Print Name: _____

Print Title: _____

RECIPIENT:

Signature: _____

Print Name: _____

Print Title: _____