



between

SG-STUDIO, Xi'an Pattern Co., Ltd.

(In the following called *licensor*)

and

Company, Department: _____

Address: _____

(In the following called *licensee*)

This agreement aims at giving the licensee the opportunity to use the SG Pattern Processor Software (called *license subject-matter* hereafter) for _____ for test purposes. If need be, SG-STUDIO may extend the evaluation period upon request.

- Trial software only include common software functions, the extension and customized functions is not included.
- The license is not transferable. The products and program may not be shown or shared with any third parties.
- The copyright to all parts of the program and pertinent documents remains with the licensor.
- The licensee can not copy any parts of the program or documents even for safeguarding.
- The licensee binds himself to ensure, by appropriate data safeguarding measures, that no copies of the program or documents are made.
- Damage claims - no matter what kind - against the licensor are excluded, both by the licensee as well as by third parties.
- This agreement comes into force after being signed by the licensee.
- The licensee binds himself
 - a) to keep secret everything that is communicated to him for the use of the license subject-matter for the duration of the agreement and for two years after it is terminated and also to obligate to secrecy to his employees, provided however that this provision shall not apply to information which
 - (i) is in the public domain at the time of the signing of this agreement or thereafter becomes public, or
 - (ii) is otherwise independently developed by licensee during the term of this agreement, or
 - (iii) is required to be disclosed by a government order or applicable law.
 - b) to treat exchanged information confidentially and to use them only for fulfilling this agreement.
 - c) to return all materials (CD Rom, Dongle, Documentation...) within two weeks to the licensor after the evaluation period has ended.
 - d) to deliver test reports every month during the evaluation period to SG-STUDIO.
 - e) to appoint a dedicated contact person with SG-STUDIO (name, position, address, email, phone, fax) and notify SG-STUDIO before a test license can be issued.
- The General Terms and Conditions shall apply to this contract(available at www.sg-studio.net/term.pdf).
- For the loss of the dongle (if any), the licensee is to pay RMB2,000.00 as compensation to the licensor.

The agreement shall be governed and construed under the laws of China.

Name, Position: _____

Signature: _____

Computer PCID: _____

Date: _____

(Please company seal)

Please scan and email to cs@sg-studio.net