NetCom USA

NetCom USA, Inc. Evaluation Agreement

Customer:			Ship To Address:			
Name:			Co. Name:			
Co. Name:			Add1:			
Add1:			Add2:			
Add2:			City,State:			
City,State:	Zip	<mark>):</mark>	Zip:			
			ATTN:			
Fax:						
Sales Information			Shipping/Return Information:			
Field Rep:			Ship Via:	Return Date:		
	Brancl	1:	Customer's Shipping #:			
_			Ship Date:			
Inside Contact:			Comments:			
Phone: Branch:						
QTY	Part Number	Serial #	Description	n	List Price	Ext. List Price
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	Part Number	Serial #	Description	n	List Price	Ext. List Price
	Part Number	Serial #	Description	n	List Price	Ext. List Price

This agreement between NETCOM USA, INC., and the Company Identified above defines the terms and conditions for the loan of the products or parts listed above for the sole purpose of demonstration/evaluation. The products or parts are non-classified and remain the property of NETCOM USA, INC. Systems Inc., and are subject to the following terms and conditions.

The customer:

- 1. Shall not, without prior written consent of NETCOM USA, INC., dismantle, reverse engineer, decompile or alter this equipment or its software. The customer agrees to return all products and parts to NETCOM USA, INC. by the return date stated above. The customer agrees to purchase the equipment at the manufacturers' list price, indicated above, if it is late in returning the equipment to NETCOM USA, INC. or if the equipment is damaged or returned incomplete. The customer agrees to pay for freight and insurance that covers the value of the equipment. (Customers preferred shipping company is ________ and shipping account number is _______.) The customer agrees to pay for any cost to repair or replace the equipment is not returned with the original packing materials, manuals, cables, parts, accessories and software in the same condition in which it was delivered. The customer agrees to call its NETCOM USA, INC. and notate on the bill of lading if there is any sign of physical damage upon receipt of the equipment. The customer agrees to call its NETCOM USA, INC. sales rep immediately if the equipment becomes nonfunctional for any reason.
- Shall provide protection and security for this equipment, including associated documentation and any other supporting material provided by NETCOM USA, INC., as it provides for the borrower's owned assets or as specifically identified by NETCOM USA, INC.
 Shall not extend this agreement to another party. This agreement shall be exclusively between NETCOM USA, INC. and the Company Identified above.
- Shall not extend this agreement to another party. This agreement shall be exclusively between NETCOM USA, INC. and the Company Identified above.
 Shall not co-mingle NETCOM USA, INC. loaned property with that of its own or third parties, but shall specifically identify it as NETCOM USA, INC.
- property.
 Shall indemnify NETCOM USA, INC. for, and save NETCOM USA, INC. harmless from all liability and expense, causes of action, suits and claims, of any nature. This includes costs of litigation and attorney's fees, arising out of or in connection with the customer's possession, operation, or maintenance of the loaned property or failure of the loaned property to comply with any federal, state, or local governmental safety or other requirements. However, the customer's indemnity and save harmless obligation shall not extend to personal injury liability, property loss, or damage arising from NETCOM USA, INC. own negligence if NETCOM USA, INC. services or maintains the loaned property.
- 6. Understands that any equipment, software, documentation, or services provided by NETCOM USA, INC. under this agreement shall be provided on an "as is" basis without any warranties of any kind either expressed or implied. The implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed.
- 7. Understands that in no event will NETCOM USA, INC. be liable to the borrower for special, indirect, incidental, or consequential damages, including, but not limited to loss of revenue, even if advised of the possibility of such damages.
- 8. This agreement constitutes the entire agreement between the parties relating to the subject matter hereof. This agreement may only be amended by an express, written agreement signed by authorized representatives of both parties. If any provision of this agreement is held to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining provision shall not be affected or impaired.

Customer Acceptance:

Date

Print Name

Company Name

Signature