



## *Acknowledgement of Product Trial*

This Acknowledgment is executed by the undersigned entity (the “Trial Entity”) acknowledging the below understanding in connection with the Trial Entity’s conduct of a trial for the below-indicated software product(s) of Fantom Systems.

Identification of Trial Product(s). The Fantom Systems software product(s) which is/are the subject of the trial (the “Trial Product(s)”) is/are as follow(s) (the applicable one(s) should be filled in with the product name):


2. Trial Period. The Trial Entity is using the Trial Product(s) solely for a trial to determine the products(s) feasibility for use for the Trial Entity’s internal business purposes. The use of the Trial Product(s) by the Trial Entity is restricted to such trial usage and the Trial Entity thereof may make no production or other usage. No license rights in or to the Trial Product(s) have been granted, and any continuing usage by the Trial Entity of the Trial Product(s) after the trial must be pursuant to a separate license agreement between the Trial Entity and Fantom Systems. The Trial Entity has no commitment to enter into such a license agreement.

3. Trial Period. The time period for the trial will be a period of 30 days from the date set forth below, provided that the Trial Entity or Fantom Systems may terminate the trial period early at any time by written notice to the other. It is understood that Fantom Systems may also control the time period for the trial by the use of software license keys.

4. No Fees. No license or other fees of any kind are owed by the Trial Entity for the trial.

5. Rights to Trial Product(s). All ownership rights to the Trial Product(s) are retained exclusively by Fantom Systems, including without limitation all rights in and to the source code and documentation for the Trial Product(s). The Trial Product(s) constitute(s) confidential information of Fantom Systems and the Trial Entity will use all reasonable precautions to prevent any disclosure to third parties regarding the Trial Product(s).

6. No Warranties. The Trial Product(s) is/are provided by Fantom Systems “AS IS,” and Fantom Systems makes no warranties, express or implied, with respect to the Trial Product(s), including but not limited to no implied or other warranty or merchantability or fitness for a particular purpose.

7. No Liability. Fantom Systems has no liability to the Trial Entity or any other person. Fantom Systems is not liable to the Trial Entity or any other for any special, indirect, incidental or consequential damages, including without limitation lost profits, loss of time, money or goodwill, which may arise out of the furnishing, performance or use of the trial product(s).

Company Name:	E-mail address of person receiving trial code:	
Your Name:	Phone #	Signature:
Your Title:	CPU Model:	
Company Address:	CPU Id:	
	CPU Address:	Date:

For Office Use Only:	Salesperson:	Customer Number:	Product code expiration:
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