

PRODUCT EVALUATION Agreement (PEA)

SysTools Software



SysTools Products / Services Product Evaluation Agreement

Evaluator Name	
Address	
Country	
Website	
Product	

This Agreement is between SysTools Software Pvt Ltd. India, by and through (“COMPANY”) and the individual named above (“REVIEWER”) and establishes the terms and conditions for Product Evaluation Agreement participation in the SysTools Products/Services PEA Program (the “Program”) for evaluating the COMPANY product specified above (“PRODUCT”). Under the Program, SysTools will provide full version of the specified SysTools product to the REVIEWER as specified in this Agreement related to evaluation of SysTools Products/Services for resale either.

1. Product License

1.1 In order for review of the PRODUCT by the REVIEWER as approved by the COMPANY officials. The COMPANY will provide the FULL VERSION of the product to the REVIEWER.

2. Relationships

2.1. REVIEWER is an independent reviewer engaged with SysTools Products/Services for its review. Reviewer is not an agent or legal representative of SysTools for any purpose, and has no authority to act for, bind or commit SysTools Software Pvt Ltd.

2.2. Reviewer has no authority to make any commitment on behalf of SysTools with respect to quantities, delivery, modifications, interfacing capability, suitability of software or suitability in specific applications. Reviewer has no authority to modify the terms of service offered with SysTools Products/Services. Reviewer will

indemnify SysTools from liability for any modified terms of services or other commitment by Reviewer not specifically authorized by SysTools.

2.3. Reviewer will not represent itself in any way that implies Reviewer is an agent or branch of SysTools. Reviewer will immediately change or discontinue any representation or business practice found to be misleading or deceptive by SysTools immediately upon notice from SysTools.

3. Term, Limitations, Termination

3.1. The term of this Agreement is twelve (12) months from the date of acceptance by Reviewer and SysTools.

3.2. SysTools may terminate this Agreement without cause at any time upon thirty (30) days written notice or with cause at any time upon fifteen (15) days written notice, except that neither the expiration nor earlier termination of this Agreement shall release either party from any obligation which has accrued as of the date of termination.

3.3. Reviewer will only used the product for the purpose of technical review of the product.

3.4. Reviewer after the review of the product will not use the product for any commercial purpose or anything related that generates revenue for the Reviewer.

3.5. On completion the review, the Reviewer will share the review of the product with COMPANY before publishing it to any public facing website/blogs/social network/forums.

3.6. Reviewer SHOULD NEVER sell/resell product to any of its customer/individuals/firm/company/distributor.

3.7. Reviewer also ensure that standard Non-Disclosure Agreement is agreed between Reviewer and Company which prohibits Reviewer to share any information that the Reviewer comes to know while reviewing the products.

4. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL COMPANY BE LIABLE TO REVIEWER OR ANY OTHER PARTY FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

6. Use of COMPANY Trademarks

6.1. Reviewer acknowledges the following:

- 6.1.a. SysTools owns all right, title and interest and SysTools names and logotypes.
- 6.1.b. SysTools is the owner of certain other trademarks and trade-names used in connection with certain product lines and software.
- 6.1.c. Reviewer will acquire no interest in any such trademarks or trade-names by virtue of this Agreement, its activities under it, or any relationship with SysTools.

7. Product Support

7.1. The support terms and conditions will be as specified in the PRODUCT Standard Terms and Conditions.

8. Software

8.1 The software license terms will be specified in PRODUCT Standard Terms and Conditions of Sale and any Software Maintenance Agreement entered into by the parties.

9. Proprietary Information

9.1 SysTools and Reviewer shall each exercise due diligence to maintain in confidence and not disclose to any third party any proprietary information furnished by the other to it on a confidential basis and identified as such when furnished. Except in accordance with this Agreement, neither party shall use such information without permission of the party that furnished it. As used in this paragraph, "due diligence" means the same precaution and standard of care which that party uses to safeguard its own proprietary data, but in no event less than reasonable care. The provisions of this Section shall survive for five (5) years beyond the expiration, non-renewal or termination of this Agreement.

9.2 This Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to SysTools. Reseller shall not have any right to develop/modify SysTools products.

10. Compliance with Laws

Reviewer agrees to comply with all laws and regulations that are applicable to the business that Reviewer transacts. Reviewer agrees to indemnify and hold SysTools harmless for all liability or damages caused by Reseller's failure to comply with the terms of this provision.

This agreement will be governed by internal laws of the state of Maharashtra, India. Without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this agreement will be in the state and courts of Pune, Maharashtra, India. This agreement may be executed by facsimile and in counterpart copies

12. Miscellaneous

Notices under this Agreement must be sent by telegram, telecopy or registered or email to the appropriate party at its address stated on the second page of this Agreement (or to a new address if the other has been properly notified of the change). A notice will not be effective until the addressee actually receives it.

This Agreement and its schedules represent the entire agreement between the parties regarding this subject. This Agreement supersedes all previous oral or written communications between the parties regarding the subject, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement. India's law governs this Agreement without consideration to that body of law referred to as "conflicts of laws". SysTools and Reseller will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute which cannot be resolved through negotiation or mediation may be submitted to the courts of Pune, India jurisdiction.

Reviewer

For SysTools Software Private Limited

NAME: _____

NAME: _____

ADDRESS: _____

DESIGNATION: _____

DATED: