

Upon signature, please scan and email to: [sales@lopoco.com](mailto:sales@lopoco.com)

<<Date>>

<<Name>>

<<Title>>

<<Company>>

<<Address>>

<<City, State/Province>>

<<Country, Postal Code>>

Re: Evaluation of Lopoco LP-2180 LP-2230 LP-4255 LP-6240 (“Evaluation Product”)

Dear *Name* :

Thank you for your interest in evaluating Lopoco products. Our Lopoco team looks forward to working with you during the evaluation process. This letter establishes our understanding regarding Lopoco’s loan of the Evaluation Product to <<Insert Company Name>> (“Company”).

Company is authorized to use the Evaluation Product(s) (hereafter referred to as “EP”) for up to thirty (30) days from your receipt of the EP, unless we mutually agree to extend it for a longer period. You will return the EP to Lopoco at the conclusion of the evaluation period, or within five (5) days after Lopoco requests that you do so. The EP is and shall remain the property of Lopoco, and you will not use the EP for any purpose other than for evaluation and testing. The EP contains Lopoco and third party proprietary and confidential information, including valuable and confidential Intellectual Property. Furthermore, you will not reverse engineer or reverse compile the EP hardware or software, excluding the use of software to determine or examine the processor, memory and HDD/SDD/SHDD specifics. Any ideas, suggestions or feedback you provide to Lopoco regarding the EP will become the sole property of Lopoco. The EP is provided “AS IS” without warranty of any kind and Lopoco disclaims all express or implied warranties, including the warranty of merchantability, non-infringement or fitness for a particular purpose. In no event will Lopoco be liable for any direct, indirect, incidental, consequential, special, or punitive damages related to the EP.

Evaluation. Lopoco and Company agree the reason for providing EP to Company is so that Company may determine the suitability of some or all of Lopoco's products for use by Company. As such, Lopoco requires that Company make a good faith effort to fairly evaluate and test the EP. This means that the EP must be utilized under the same conditions as the current similar products Company uses, including running the same applications and being subject to the same operational loads. Usually this requires that Company add EP to a production cluster, and monitor its performance under those conditions. Lopoco will supply Company with two (2) power meters: one to put on the conventional similar product currently used by Company; the other to be put on the Lopoco supplied EP. At the end of the evaluation period, Lopoco and Company will analyze the results of the performance monitoring performed by Company, and the power consumption revealed by the Lopoco supplied power meters. Company understands that power consumption is measured in Watts, not Amps or Volts (which are related to Watts, but are not the same), and that the Lopoco supplied power meters will accurately record consumed power during the evaluation period. Company is not obligated in any way by this agreement or the results of this evaluation to ever purchase any products from Lopoco.

Protection of Intellectual Property. Company understands that the contents of the EP represent significantly valuable Intellectual Property for Lopoco, and, as such, the EP will be sealed when handed over to the Company for evaluation. Company is charged with limiting physical access to the EP to person or persons responsible under this agreement who will take all reasonable care to protect such Intellectual Property, and that at no time is anyone allowed to open the EP. If agents of Lopoco find that the seals on

the EP have been breached at the time it is returned to the control of Lopoco, then Company agrees that Lopoco and/or its attorneys or agents may interview any person or persons who had opportunity to physically access the EP, regardless of the affiliation to Company of such persons. Such interviews will be conducted to determine the likelihood of detrimental transmission of Lopoco's Intellectual Property to persons or parties who might be in a position to harm Lopoco's competitive standing.

Physical damage. Company agrees to reasonably protect the EP from physical harm, whether caused by electrical or other means, regardless of intent. Furthermore, Company agrees to compensate Lopoco for any physical damage to EP that might limit its further usefulness as an EP, should such damage occur while the EP was in the control of Company. This compensation may include up to full retail replacement value of affected EP. Company understands that it does not get any ownership of any part of, or all of EP in the event of such compensation.

In the point of transfer of control of EP to or from Company, both Lopoco and Company may take reasonable measures to record the physical status and condition of said EP, including signed checklists and photographs of the external case(s). At no time shall any photographs be allowed of the internals of the EP.

This letter is governed by the laws of the State of California.

Upon your signature below, please email a scanned version of this letter to [sales@lopoco.com](mailto:sales@lopoco.com). If you have any questions, please contact your account representative.

Accepted and Agreed:

\_\_\_\_\_

Company:

Name:

Title: