



TRY AND BUY AGREEMENT

AGREEMENT ("Agreement") made effective this _____ day of _____, _____ ("Effective Date") by and between _____, a _____ corporation ("Evaluator"), with its principal place of business at: _____, and MarketStor Corporation (MarketStor) a Michigan corporation, with a principal place of business at: 42400 Nine Mile Road, Novi, MI 48375. The parties do hereby agree as follows:

Try and Buy Period. The Try and Buy Period shall begin upon delivery of the MarketStor Product to Licensee and shall continue until the earlier of (a) termination by either party by return of equipment and all associated materials; or (b) thirty (30) days after delivery of the Hardware. At the end of the Evaluation Period, Licensee will either purchase the MarketStor product or immediately return to MarketStor the Hardware, the Installed Code, Documentation, and any related materials at Licensee's expense.

Payment. *A GOOD FAITH PURCHASE ORDER OR CREDIT CARD NUMBER NEEDS TO ACCOMPANY THIS TRY AND BUY REQUEST. IF PRODUCT IS RETURNED IN GOOD WORKING CONDITION WITHIN THE THIRTY (30) days, NO CHARGES WILL BE INCURRED.*

Ownership. MarketStor represents that it has all rights to copyrights, patents, trade secrets, and trademarks associated with the Products as are necessary to market and license the Products under this Agreement.

Proprietary Rights. Evaluator shall not use or disclose the Products, documentation, or confidential information, except as expressly permitted by this Agreement. Evaluator shall not remove MarketStor's copyright notices, trademarks, restricted rights legends or any other notices from the Products and documentation. Evaluator shall not attempt to reverse compile or reverse engineer the Products.

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Limitation of Liability MARKETSTOR'S LIABILITY ARISING OUT OF THIS AGREEMENT, SALE OF THE MARKETSTOR PRODUCTS, OR PROVISION OF SUPPORT SERVICES SHALL BE LIMITED TO THE AMOUNT PAID BY THE EVALUATOR FOR THE MARKETSTOR PRODUCTS OR SUPPORT SERVICES. IN NO EVENT SHALL MARKETSTOR BE LIABLE TO EVALUATOR OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT MARKETSTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Governing Law. This Agreement shall be governed and construed under the laws of the State of Michigan, without reference to conflicts of law principles. The prevailing Party in any legal action brought by one Party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorney's fees.

EVALUATOR SIGNATURE: _____

EVALUATOR NAME: _____

COMPANY NAME: _____

ADDRESS: _____ CITY: _____ ST: _____ ZIP: _____

Payment Information

Evaluator agrees to pay per the following terms:

COMPANY PURCHASE ORDER NO. *: _____

AUTHORIZED SIGNATURE: _____

CREDIT CARD (Check One): VISA _____ MASTERCARD _____

CREDIT CARD NO.: _____ EXPIRATION DATE: _____ CVV#: _____

CARDHOLDER NAME: _____ SIGNATURE: _____

ADDRESS: _____ CITY: _____ ST: _____ ZIP: _____

*** Signed copy of purchase order must accompany this document.**

SUBMIT VIA FAX TO 248.347.8894 OR EMAIL SALES@MARKETSTOR.COM