



PRODUCT LOAN / EVALUATION AGREEMENT

MEDIA RUSHWORKS, L.L.C., dba (“RUSHWORKS”) and the party whose name appears below (“Customer”) agree as follows:

1. LOAN OF PRODUCTS

- 1.1 RUSHWORKS agrees to loan to Customer certain hardware and/or software listed in Exhibit A (the “Products”) for the purpose of Customer's evaluation of the Products (the “Purpose”) in accordance with the terms and conditions of this Product Loan/Evaluation Agreement (the “Agreement”).
- 1.2 Customer agrees: (a) to use the Products only for the Purpose; (b) to assume liability for any damages to the Products from misuse, neglect, or abuse; (c) to maintain the Products only at the location specified below; (d) not to alter or modify the Products; and (e) upon termination of the Agreement, either return or pay for the Products/Licensed Material in accordance with section 6 below.

2. LICENSED MATERIALS

- 2.1 RUSHWORKS hereby grants to Customer, a personal, nonexclusive and nontransferable license to use the software Products (including firmware) and documentation furnished with the Products (“Licensed Materials”) for the term of this Agreement. All Licensed Materials, and all copies thereof made by Customer, including translations, compilations and partial copies, are and shall remain the property of RUSHWORKS.
- 2.2 Customer shall not make any copies of any Licensed Materials except as may be necessary for Customer to exercise its rights under this Agreement. All copies made by Customer shall include the copyright and proprietary notices contained in or on the Licensed Materials delivered to Customer. Customer shall maintain records of the number and location of all copies of such Licensed Materials. Customer shall take appropriate action, by instruction, agreement or otherwise, regarding all persons permitted access to any Licensed Materials so as to enable Customer to fulfill its obligations under this Agreement.

3. CONFIDENTIALITY

Customer shall take all reasonable steps to prevent use of the Licensed Materials in any manner inconsistent with the terms of this Agreement and to prevent disclosure of the Licensed Materials to third parties, and shall protect the Licensed Materials in at least the same manner as it would protect its own confidential information.

4. TITLE

The Products shall at all times remain the property of RUSHWORKS. Customer agrees not to pledge, loan, mortgage or dispose of the Products, or to permit any liens to be placed on the Products. At RUSHWORKS' request, Customer agrees to execute any documents, including a UCC-1, which RUSHWORKS may reasonably request to evidence RUSHWORKS' title to the Products and RUSHWORKS may file a copy of such documents with the appropriate governmental authority.

5. TERMINATION

This Agreement shall terminate upon the expiration of the term stated below or upon written request from either party, whichever occurs first.

6. RETURN OF PRODUCTS AND LICENSED MATERIALS

Upon termination of this Agreement, Customer shall return to RUSHWORKS, at Customer's expense and risk of loss, within ten days from the date of such termination, the Products and all copies of the licensed Materials, in the same condition and in the same packaging as at the time of delivery, and the license granted under this Agreement shall automatically terminate. If the Products and Licensed Materials are not received by such date Customer shall be invoiced and agrees to pay for the Products and Licensed Materials at the prices listed in Exhibit A. If the Products and Licensed materials are damaged in the return shipment, the Customer agrees to pay for any parts and labor required to restore the Products and Licensed materials to the same state as existed when shipped to the Customer.

7. WARRANTY

THE PRODUCTS ARE FURNISHED TO CUSTOMER ON AN "AS IS" BASIS. RUSHWORKS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL RUSHWORKS BE LIABLE TO CUSTOMER FOR ANY CLAIMS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR THE USE OR PERFORMANCE OF THE PRODUCTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR UNDER ANY STATUTE, INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHERWISE, EXCEPT FOR BODILY INJURY CAUSED BY NEGLIGENT ACTS OR OMISSIONS OF RUSHWORKS.

9. SEVERABILITY

If any provision of this Agreement shall be held invalid, illegal or unenforceable, the remaining provisions shall in no way be affected or impaired thereby.

10. ASSIGNMENT

This Agreement and the rights granted hereunder may not be assigned by Customer without the prior written consent of RUSHWORKS. Any assignment contrary to this section shall be void.

11. GOVERNING LAW

THE VALIDITY AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY TEXAS LAW, WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all proposals, oral or written, all previous negotiations and all previous communications between the parties with respect hereto. No representation, warranty or promise not specifically stated in this Agreement shall be binding on RUSHWORKS.

TERM: Fourteen (14) days from the date of this Agreement, unless terminated earlier in accordance with this Agreement.

LOCATION OF PRODUCTS:

This Agreement is executed as of the ____ day of _____ by and between the authorized representatives of the parties.

CUSTOMER

MEDIA RUSHWORKS, L.L.C.
800 Parker Square Suite 200
Flower Mound, TX 75028

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Products On Loan

Quantity	Description	Price