

# TRIAL AGREEMENT

Parties: \_\_\_\_\_

## Party A Information:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Party B Information:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Recitals:

WHEREAS, the Parties desire to enter into a binding Trial Agreement whereby Party A grants Party B a limited, non-exclusive right to use certain equipment, products, or services (the "Subject Matter") for evaluation purposes only; and WHEREAS, Party B desires to evaluate the Subject Matter strictly under the terms and conditions set forth herein.

### 1. Trial Period

The Trial Period shall commence upon execution of this Agreement and continue for the duration mutually agreed upon by the Parties. Either Party may terminate this Agreement at any time with written notice to the other Party.

### 2. Trial Subject Matter

Party A shall provide Party B with the Subject Matter, including all necessary documentation, support, and accessories required for evaluation. Party B shall use the Subject Matter solely for internal evaluation purposes and in accordance with any applicable instructions provided by Party A.

### 3. Use Restrictions

Party B agrees not to use, reproduce, distribute, or disclose the Subject Matter to any third party, except as expressly permitted in writing by Party A. Party B shall not reverse engineer, decompile, or disassemble the Subject Matter or attempt to do so.

### 4. Confidentiality

The Parties acknowledge that during the term of this Agreement, they may receive or have access to confidential information. Each Party agrees to hold such information in strict confidence and to use it only for purposes of the Trial Agreement, and not to disclose it to any third party without prior written consent.

### 5. Ownership

Party A retains all right, title, and interest in and to the Subject Matter and any copies thereof. Nothing in this Agreement conveys any ownership rights to Party B.

### 6. No Warranty

THE SUBJECT MATTER IS PROVIDED 'AS IS' WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE. PARTY A DOES NOT GUARANTEE THAT THE SUBJECT MATTER WILL MEET ALL REQUIREMENTS OR BE FREE FROM DEFECTS.

#### **7. Liability**

IN NO EVENT SHALL PARTY A BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SUBJECT MATTER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **8. Return or Destruction**

Upon expiration or termination of this Agreement, Party B shall promptly return or destroy all Subject Matter and confidential materials provided by Party A, and certify such return or destruction in writing.

#### **9. Compliance with Laws**

Both Parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with this Agreement.

#### **10. Indemnification**

Party B shall indemnify, defend, and hold Party A harmless from and against any claims, damages, losses, liabilities, costs, or expenses arising out of Party B's use or misuse of the Subject Matter or breach of this Agreement.

#### **11. Termination**

This Agreement may be terminated by either Party at any time upon written notice. Upon termination, all rights and licenses granted under this Agreement shall cease.

#### **12. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to conflicts of law principles. The Parties consent to the exclusive jurisdiction and venue of the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **13. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

#### **14. Amendments**

Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of both Parties.

#### **15. Severability**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue in full force and effect.

#### **16. Waiver**

Failure to enforce any provision of this Agreement shall not constitute a waiver of any other provision or the right to enforce it later.

#### **17. Assignment**

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

**18. Notices**

All notices under this Agreement shall be in writing and delivered personally, by certified mail, overnight courier, or by electronic means capable of confirming receipt.

**19. No License**

Except for the limited rights expressly granted herein, no license or right under any patent, copyright, trademark or trade secret is granted by either Party.

**20. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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