Pre-release Evaluation License Agreement

This Evaluation License Agreement ("Agreement") is made as of the date of the acceptance of the terms of this Agreement ("Effective Date") and is between Quesma Inc ("Quesma"), located at 1111B S Governors Ave STE 6785, Dover, DE 19904, USA and the entity client on whose behalf this Agreement is accepted ("Client") provided that the Client is not an individual private consumer under applicable law. The individual agreeing to this Agreement represents and warrants that it is authorized to accept this Agreement on behalf of its entity as an authorized representative of such entity.

By downloading early adopter private release docker image of the Quesma Product by the provided link, the Client agrees to be bound by the terms of this Agreement. If the Client does not agree to the terms of this Agreement, the Client may not use the Quesma Product.

AGREEMENT

1. Definitions

"**Business Day**" means any weekday other than a bank or public holiday in Poland;

"**Business Hours**" means the hours of 09:00 to 17:00 CET on a Business Day;

"**Confidential Information**" means any information, technical data or know-how, including without limitation, that which relates to Licensor's computer software programs, documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, benchmark tests, markets, prices, or finances, which is identified as confidential either orally or in writing at the time of disclosure, or, in the alternative, should reasonably be considered Confidential Information. Confidential Information will not include any information that:

   (a) has been or is obtained by the receiving party from an independent source without obligation of confidentiality,
   (b) is or becomes publicly available other than as a result of an unauthorized disclosure by the receiving party or its personnel, or
   (c) is independently developed by the receiving party without reliance in any way on the Confidential Information disclosed.

"**Software**" means the Licensor software product ordered by Licensee pursuant to this Agreement.

"**Documentation**" means Licensor's standard user manuals generally made available to Clients of the Software which is available as an online version only. The Documentation

constitutes an integral part of this Agreement and will be made available to the Licensee upon request and, in any event, as part of the Software.

"**Evaluation Term**" means the period from the date of download by Licensee till first production-ready release date of the Software as provided by the Licensor.

"**Group Companies**" shall mean any companies that are directly, or indirectly through one or more intermediaries, controlled by the Licensee. As used in this definition, "control" shall mean ownership of more than 50% of the shares or more than 50% of the voting power.

2. Grant of rights

(a) Licenses.
    i. Evaluation License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, during the Evaluation Term, a non-exclusive, non-transferable, worldwide right and license (without a right to sublicense) to install and operate the Software solely in a non-production environment for internal evaluation of the suitability of the Software for Licensee's business needs.
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    iii. reverse assemble, decompile, reverse engineer, translate or otherwise attempt to derive or obtain the source code, the underlying ideas, algorithms, structure or organization of the Software;
    iv. copy or duplicate the Software (other than to make one (1) copy for archival purposes only);
    v. use the Software for the benefit of any third party including as part of any service bureau, time sharing or third party training arrangement without informing Licensor about this fact; or
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(d) Third-Party Restrictions. Licensee will undertake all measures necessary to ensure that its use of the Software complies in all respects with any contractual or other legally binding obligations of Licensor to any third party, provided that Licensor has notified Licensee with respect to any such obligations.

(e) Ownership and Reservation of Rights. Except for the licenses granted Licensee in this Section 2, Licensor or its licensors will retain all right, title and interest in and to the Software and all copies. Such right, title and interest will include ownership of, without limitation, all copyrights, patents, trade secrets and other intellectual property rights. Licensee will not claim or assert title to any portion of the Software or any copies. In the event Licensee modifies or authorizes the modification or translation of any Software, including any Documentation, Licensee hereby assigns all right, title and interest in any derivative work to Licensor and agrees to cooperate as reasonably requested by Licensor to perfect any such rights.

3. Obligations of Licensee

(a) Licensee will be solely responsible for obtaining and installing all proper hardware and support software (including with-out limitation operating systems and network devices) and for proper installation of and training concerning the Software. Further details are specified in the Documentation.

(b) Licensee will be solely responsible for maintaining all software and hardware (including without limitation network systems) that are necessary for Licensee to properly exercise the licenses granted hereunder. This includes, in particular, the minimum requirements specified in the Documentation.

(c) Licensor will have no responsibility or liability under this Agreement for any unavailability, failure of, nonconformity, or defect in, any of the Software that is caused by or related in any manner to any failure of Licensee to obtain and maintain all such software or hardware.

(d) Licensee will be solely responsible for creating and maintaining back-ups, security updates and compatible versions of all data used in connection with the Product.

(e) Licensee will undertake all measures necessary to ensure that its use of the Software complies in all respects with applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities having jurisdiction over Licensee or the Software.

4. Support and maintenance services

(a) Licensor will have no obligation to provide or perform any support and maintenance services for or on behalf of Licensee.

(b) Any support and maintenance services that will be provided by Licensor during the Term period of this agreement are on a best effort basis.

5. No fees

The Evaluation License will be granted free-of-charge.

6. Warranty disclaimer

(a) Delivery. The Product will be delivered to the Licensee via download link.
(b) Disclaimer. THE PRODUCT IS DELIVERED "AS IS". LICENSOR DISCLAIMS ALL WARRANTIES RELATED TO THE SOFTWARE, DOCUMENTATION AND SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SECURITY, NO INFRINGEMENT, QUIET ENJOYMENT, COURSE OF DEALING OR USAGE OF TRADE.

7. Nondisclosure and confidentiality

(a) Nondisclosure Obligations. All Confidential Information exchanged between the parties pursuant to this Agreement:
   i. will not be copied or distributed, disclosed, or disseminated in any way or form by the receiving party to anyone except its own employees, agents, or contractors, who have a reasonable need to know the Confidential Information;
   ii. will be treated by the receiving party with the same degree of care as is used with respect to the receiving party's own information of like importance, but with no less than reasonable care;
   iii. will not be used by the receiving party for its own purposes or any other purpose except as set forth in this Agreement, without the express written permission of the disclosing party; and
   iv. will remain the property of and be returned to the disclosing party (along with all copies thereof) within thirty (30) days of receipt by the receiving party of a written request from the disclosing party setting forth the Confidential Information to be returned or upon expiration or termination of this Agreement.

   Notwithstanding the above, the receiving party will disclose Confidential Information to agents and contractors only if such agent or contractor has signed a nondisclosure agreement that requires the agent or contractor to protect the Confidential Information in the same manner as required of the receiving party. The receiving party is jointly and severally liable for the acts and omissions of any of its agents or contractors.
(b) Compelled Legal Disclosure. In the event the receiving party becomes legally compelled to disclose any Confidential Information, the receiving party will provide the disclosing party with prompt prior written notice of such requirement and the receiving party will reasonably cooperate in any effort by the disclosing party to petition the authority compelling such disclosure for an order that such disclosure not occur or that it occur pursuant to terms and conditions designed to ensure continued confidentiality or minimized disclosure.
(c) Term. The confidentiality provisions of this Sec. 7 will survive termination or expiration of this Agreement.

8. Indemnification

Licensee Indemnity. Licensee will indemnify, defend and hold harmless Licensor, its directors, officers, employees and representatives, from and against any and all losses, damages, liability, costs and expenses awarded by a court or agreed upon in settlement, as well as all reasonable and related attorneys' fees and court costs, arising out of any third party claim arising out of a Licensee breach of any term of this Agreement or if the alleged claim arises, in whole or in part, from:

(a) any modification, servicing or addition made to the Software or any part thereof by the Licensee;
(b) any use of the Software by Licensee in a manner outside the scope of any right granted or in breach of this Agreement;
(c) the use of such Software or any part thereof as a part or combination with any materials, devices, parts, software or processes not provided by or approved by Licensor;
(d) Licensor' compliance with Licensee's requirements or specifications, if any; or
(e) the use of other than the then-current, unaltered release of the Software or any part thereof available from Licensor.

9. Limitation of liability

(a) Remedies. Should the use of all or any portion of the Software be enjoined, or in the event Licensor wishes to minimize its potential liability under this Agreement (including without limitation to any of its third-party licensors), Licensor may at its sole and exclusive discretion, either:
  i.   substitute functionally equivalent, non-infringing versions of the Software(s) or any part thereof;
  ii. modify the infringing item so that it no longer infringes but remains reasonably functionally equivalent;
  iii. obtain for Licensee, at Licensor' expense, the right to continue use of such item; or
  iv. Licensor may take back such infringing item or items, terminate this license in whole or in part.

10. Audits and certifications of compliance

(a) Audits. Licensor will have the right to audit Licensee's records related to Licensee's payment obligations hereunder and to ensure compliance with the terms of this Agreement, upon reasonable written notice. Such audits may be conducted by Licensor personnel or by an independent third party auditor appointed by Licensor. Licensee will grant Licensor and/or an independent third party auditor appointed by Licensor reasonable access to its personnel, records and facilities for such purpose. All such audits will be conducted during normal business hours.

(b) Certification. Licensor reserves the right to require that Licensee certify as to its usage and compliance with this Agreement.

(c) Anonymous Usage Tracking. Licensor reserves the right to collect and store the observability data of devices/containers used to host and run the Software as well as anonymous usage data regarding the Software (e.g., information on the product version used, performance, stability). No information related to Personal Identifiable Information (PII) will be part of this data.

11. Term and termination

(a) Term. This Agreement becomes effective on the Effective Date and is and shall run for the Evaluation Term. Upon expiration of the Evaluation Term, this Agreement shall terminate automatically without any further action being required.

(b) Evaluation Term ends 30 days after first production-ready release as announced in writing by Licensor to the Licensee.

(c) Transfer to Production License. If Licensee wishes to license the Software after the Evaluation Term, or for purposes other than those set forth in this Agreement, Licensee may contact Licensor to request a production license.

(d) Termination. Either party will have the right to terminate this Agreement if the other party is in material breach of any term or condition of this Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice of such breach given by the non-breaching party.

(e) Conditions of Termination. Following termination of this Agreement, for any reason, the license in the Software granted hereunder to Licensee will terminate and Licensee will discontinue the use of the Software and all Confidential Information that had been furnished to Licensee by Licensor pursuant to this Agreement. Licensee will immediately:
   i. delete the Licensor Confidential Information from its computer storage or any other media, including, but not limited to, online and offline libraries;
   ii. return to Licensor, or at Licensor' option, destroy, all copies of Licensor' Confidential Information then in its possession.

(f) Survival. Paragraphs 1, 2.c, 2.e, 3, 6 and 8 through 13 will survive termination or expiration of this Agreement.

12. Proprietary rights

(a) Copyright and Trademark Notices. Licensee will duplicate all proprietary notices and legends of Licensor and its suppliers or licensors upon any and all copies of the Software, including any Documentation, made by Licensee.

(b) No Removal. Licensee will not remove, alter or obscure any such proprietary notice or legend.

13. General

(a) Notices. Any notice required to be sent under this Agreement will be in writing, delivered by hand or mailed by certified or express mail, return receipt requested, to the addresses of the parties listed herein.

(b) Marketing. The Licensee agrees that Licensor shall be entitled to refer to the cooperation with the Licensee and to use the name and logo of the Licensee for marketing purposes, e.g. on Licensor' website.

(c) Force Majeure. Neither party will be responsible for delay or failure in performance resulting from acts beyond the control of such party. Such acts will include, but not be limited to: an act of God; an act of war; an act of terrorism; riot; an epidemic; fire; flood or other disaster; an act of government; a strike or lockout; a communication line failure; power failure or failure of the computer equipment on non-Licensor developed software.

(d) Governing Law. This Agreement will be governed by and construed in accordance with the laws of Poland, excluding its conflicts of law rules. The U.N. Convention on the International Sale of Goods (CISG) will not apply to this Agreement in whole or in part. The parties agree that Warsaw, Poland will be the exclusive venue for claims arising out of or in connection with this Agreement and all parties submit to the jurisdiction of the courts in Warsaw, Poland.

(e) Assignment. Licensor may, upon written notice to Licensee, assign this Agreement to another party who buys all or substantially all of Licensor's business assets. Licensee will not assign this Agreement without the prior written consent of Licensor, which will not be unreasonably withheld.

(f) Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the matter contained herein and supersedes all prior and contemporaneous understandings. This Agreement may not be modified except in writing and signed by authorized representatives of Licensor and Licensee. Digital signatures are deemed to be equivalent to original signatures for purposes of this Agreement.