

## EVALUATION AGREEMENT

Concluded between:

**Algolytics Sp. z o.o.** with its registered office in Warsaw at Wołodjowskiego 38a, entered into the register of entrepreneurs conducted by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000074723, REGON (National Register of Business Entities number) 017437531, NIP (Tax Identification Number) 9512035710, share capital: PLN 222 000 (in words: two hundred twenty two thousand), represented by:

**Arkadiusz Ziemia** - the President of the Management Board,

**Ewa Cieśla** – Member of the Management Board,

hereinafter referred to as "**Algolytics**"

and

"**Tester**"

collectively referred to as the "**Parties**" or individually as a "**Party**".

### Section 1

Algolytics lends the Tester

- Algolytics<sup>®</sup> AdvancedMiner™ (*trial version*) software, hereinafter referred to as the *Software*, to be installed on **1 (one)** computer.

### Section 2

1. The right of ownership and copyright on the *Software* (including any images, photographs, animations, visual and audio recordings, text and applications that constitute part of the *Software*), as well as the accompanying printed materials and any copies of the *Software* are the property of Algolytics. The *Software* is protected by copyrights and provisions of international agreements. The Tester should treat the *Software* just like any other subject of copyright.

2. Any mentions relating to copyright and any other information relating to the rights to the *Software* are not subject to deletion or amendments. Pursuant to the Agreement, the proprietary copyright has not been transferred. The source code from which the resulting code originates for the *Software* ("Source Code") is not supplied and constitutes a trade secret of Algolytics, and licensors of Algolytics. Access to the code prohibited.

### Section 3

1. The Tester undertakes to implement the agreement understood as the execution of an evaluation of the *Software*.

2. **The Tester shall be entitled to use the Software during an unlimited evaluation period from concluding the Agreement, by approving the terms hereof by the Tester.**

3. The Tester can only use the *Software* for testing and verifying various kinds of the software's functionalities, with no right to develop other software, or in any other commercial manner, which would violate the rights of Algolytics to the owned *Software* on the territory of Poland ("Territory"). Within the duration of the Agreement and after completion of the evaluation period, the Tester shall not be entitled to use any results of works relating to testing the *Software*.

4. The *Software* can be shared only on the Territory with the employees of the Tester and any other people performing work for the Tester ("Users") only at the time of performing works for the Tester.

### Section 4

When the Evaluation Agreement expires, the Tester has a duty to destroy all copies of the *Software* and all of its components.

### Section 5

1. Algolytics does not grant any other rights to use the *Software* apart from rights which are clearly defined in the Evaluation Agreement. For example, the following methods of using the *Software* are prohibited, unless respective provisions are introduced to this Agreement in writing: (a) installation or using the *Software* beyond the Territory; (b) using it for the purpose of providing a service to the benefit of a third party in return for remuneration; (c) using it within the scope of leasing or renting the *Software* and providing services relating to data

(application and data service provision), providing services to third parties (outsourcing), within time-sharing services for using the *Software*, technical data and/or information management or within the scope of similar agreements.

2. **Restriction on reverse engineering, decompilation and disassembly.** Reverse engineering, decompiling or disassembling the *Software* is prohibited, except in a situation when regardless of this restriction it is expressly permitted by the applicable law and only to the extent of such a permit.

3. **Detaching components.** The *Software* is provided as a whole. Components of the *Software* can not be separated for use on more than one computer.

4. The *Software* can not be rented, leased, lent or sold by the Tester.

5. In the event the Tester breaches the obligations contained in this section, the Tester shall be obliged to pay a penalty in the amount of PLN 100 000 (in words: one hundred thousand zlotys), and the payment of liquidated damages does not exclude the possibility of seeking indemnity for losses exceeding this amount in line with the general principles of the Polish Civil Code.

### Section 6

1. The Tester, during the term of this Agreement, as well as after its expiry or termination, undertakes to maintain the confidentiality of all information obtained in connection with the execution of the agreement and not to disclose them in any way to any third party without the prior written consent of Algolytics and use them only for the purposes specified in this agreement, subject to paragraph 2.

2. Information received by the Tester from Algolytics can only be passed, disclosed to and used by entities authorized by law.

### Section 7

Notwithstanding any other rights, Algolytics has the right terminate this agreement at any time. In such case, the Tester is obliged to destroy all copies of the *Software* and all of its components.

### Section 8

1. Algolytics provides the *Software* in the form in which it occurs and the Tester assumes the entire risk as to its quality and functionality.

2. With this agreement Algolytics disclaims all responsibility for any damage which is a consequence of the use of or inability to use the *Software*. Particularly, Algolytics shall not be held responsible for any data stored in the *Software* and for any damages related to the loss of this data.

3. Neither Algolytics nor its licensors shall be liable for any incidental, consequential or indirect losses including, among others, for reducing the size of the conducted business activity or loss of the possibility of conducting a business activity or increasing its size, loss of profits or data, even if they have obtained information about the possibility of occurrence of such losses. Neither Algolytics nor its licensors shall be liable for claims submitted towards the Tester by third parties, in relation to the use of the *Software*.

### Section 9

1. The Agreement shall be effective as on the day of the Tester approving all conditions specified herein.

2. Matters not covered by this agreement come under the provisions of, among others, the Polish Civil Code and the provisions of the act on copyright and derivative rights.