

STANDARD LICENSE AGREEMENT 2.0

This agreement (hereinafter referred to as "**Agreement**") is made between Trirand Ltd, a Bulgarian Company with Unified Identification Code (UIC) 130892289 and Licensee (hereinafter referred to as "**Licensee**").

WHEREAS, Trirand is the owner of Software products developed by Tony Tomov.

WHEREAS, Licensee is a commercial business that wishes to utilize these software products bundled or integrated with their own software products.

NOW THEREFORE, in consideration of the mutual covenants herein, Trirand and Licensee hereby agree to be legally bound as follows:

1 Definitions

Agreement shall mean the standard terms and conditions in this document;

Affiliates shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject;

Confidential Information shall mean any and all written, verbal or demonstrated information provided by a Disclosing Party in connection with this Agreement; Confidential information includes, without limitation, information relating to inventions, trade secrets, know-how, methods, processes, creations, conceptions, technologies, algorithms, other intellectual property, products, improvements, product formulae, services, finances, business plans, marketing plans, legal affairs, supplier lists, customers, customer lists and related data, potential customers, business prospects, business opportunities and the like, which relate in any manner to a Party's actual or anticipated business, its affiliates, subsidiaries, or divisions, or to its actual or anticipated areas of research and development;

Customer Installation shall mean any distribution or installation of the Software, as integral part of a Licensee Product, to/on a server operated by Licensee's customer, as authorized under an OEM License only, purchased pursuant to section 5.3 below.

Delivery Date Shall mean the invoice issue date;

Developer shall mean any person who directly or indirectly further develops the Software for Licensee;

Disclosing Party shall mean a Party that discloses information to a Receiving Party;

Trirand's Website shall mean <http://www.guriddo.net> or <http://www.trirand.com>

License shall mean the license granted by Trirand as set forth in this document including its appendices;

Licensee shall mean the contracting party to the Agreement;

License Fee shall mean the fee payable to Trirand for utilization of the Software in accordance with the License;

Licensee Product(s) shall mean any proprietary software product(s), application(s) or other software solution(s) marketed by Licensee, in which the Software has been incorporated pursuant to an OEM - license or other valid

authorization from Trirand, and which Licensee according to the same license is authorized to make available to its own customers, or use for Licensee's internal purposes. Licensee products shall be listed in the License Statement;

License Statement shall mean a purchase confirmation document sent to Licensee; which states what License has been purchased, what Software has been purchased, and if applicable also for what Licensee products;

Major Release shall mean substantial news and improvements, possibly redesign and refactoring of the API. Such a release is marked by a new number in the first position of the version number, from example from 4.x to 5.0;

Minor Release shall mean minor news and bug fixes. Such a release is marked by a new number in the second position of the version number, for example from 3.0.x to 3.1.0;

Patch Release The patch number is incremented for minor changes and bug fixes which do not change the software's [application programming interface](#) (API). Such a release is marked by a new number in the third position of the version number, for example from 3.1.0 to 3.1.1;

Open Source Software (OSS) shall mean computer software with its source code made available and licensed with a license in which the copyright holder provides the rights to study, change and distribute the software to anyone and for any purpose;

Party shall mean Licensee or Trirand individually;

Parties shall mean Licensee and Trirand jointly;

Receiving Party shall mean a Party that receives information from a Disclosing Party;

Software shall mean software products, applications or other software solutions marketed by Trirand.

Third Party or Third Parties shall mean any other party than the Parties;

Working Days shall mean any day (other than Saturday, Sunday or legal holiday) on which legal business can be conducted.

2 Copyright

The Software is the property of Trirand and is protected by copyright laws

3 Grant of License

- i. Subject to this Agreement, Licensee is granted a perpetual, non-exclusive and nontransferable License to install and utilize the Software, within Licensee's geographical marketplace, under Licensee's License terms and conditions.
- ii. Licensee and its Affiliates may produce copies of the Software necessary for lawful backup and archival purposes. Any copy of the Software made by Licensee or its affiliates in accordance with the License shall contain all the proprietary notices contained in the original copy.
- iii. Licensee may not transfer, rent, lease, lend, sell, copy, redistribute or sublicense the Software to Third Parties. Any attempt to do so is a considered a substantial breach of this Agreement. Any works developed or derived from the Software as a consultant job, as a SaaS, usage on Intranets or in web applications (including Licensee hosted customer websites) are allowed.
- iv. Licensee may download the source code from GitHub, make own edits and keep its own repositories with the modified source code.
- v. Licensee undertakes not to remove the license- and copyright header from the software, or in any other way declare or give the impression that the Software in any way endorses Licensee's own work. Furthermore Licensee declares not to use any titles, trademarks, labels or logos, found in the Software, in Licensee's own titles, products names, service names, or domain names.
- vi. Licensee shall not modify, delete or obscure any notices of proprietary rights or any Software identification or restrictions on or in the Software found in the license-header of the code files.
- vii. Trirand reserves all rights not expressly granted to Licensee in this Agreement. Without limiting the generality of the foregoing, Licensee acknowledges and agrees that: (i) except as specifically set forth in this Agreement, Trirand retains all rights, title and interest in and to the Software and Licensee does not acquire any right, title, or interest to the Software except as set forth herein; (ii) any configuration or deployment of the Software shall not affect or diminish Trirand's rights, title, and interest in and to the Software. Nothing in this Agreement shall limit in any way Trirand's right to develop, use, license, create derivative works of, or otherwise exploit the Software, or to permit Third Parties to do so.

4 Marketing

Licensee may use Licensee's own descriptions of the functionality provided by the Software for the purposes of marketing Licensee Product(s) insofar the descriptions are not misleading.

Licensee shall not do anything that might misrepresent the ownership of the Software.

5 License Types

Licensee may opt between the following types of commercial licenses:

5.1 Developer License

- i. Subject to the terms and conditions specified in this Agreement, a Developer License grants Licensee a non-exclusive and non-transferable right to install and utilize the Software on Licensee's websites, web applications, intranets and in SaaS applications, and to use it for permitted internal purposes (for example testing, development and demonstrations). A Developer License does not include any right to carry out a Customer Installation.
- ii. Licensee and its Affiliates are under no circumstances allowed to transfer, rent, lease, lend, sell, copy, redistribute, or sublicense the Software, by itself or with other software, or in any other way make the Software available to any Third Party. Any attempt to do so is considered a breach of this Agreement.

5.2 Enterprise License

- i. Subject to the terms and conditions specified in this Agreement, a Enterprise License grants Licensee a non-exclusive and non-transferable right to install and utilize the Software on Licensee's websites, web applications, intranets and in SaaS applications, and to use it for permitted internal purposes (for example testing, development and demonstrations). An Enterprise License does not include any right to carry out a Customer Installation. An Enterprise License does not have any limits on the number of developers, staging, development, QA / productions servers, geographical locations (the geographical marketplace considered in 3.i. is not applicable for this type of license) and can also be used by Licensee's Affiliates. Comes with source code, subscription and priority support. Convenient and efficient for big development shops and corporations

- ii. Licensee and its Affiliates are under no circumstances allowed to transfer, rent, lease, lend, sell, copy, redistribute, or sublicense the Software, by itself or with other software, or in any other way make the Software available to any Third Party. Any attempt to do so is considered a breach of this Agreement.

5.3 OEM License

- i. Subject to the terms and conditions specified in this Agreement, an OEM License grants Licensee a non-exclusive and non-transferable right to sublicense the Software as an integral part of the Licensee Product, carried out as a Customer Installation. Licensee has the right to install and utilize the Software for internal purposes (for example testing, development and demonstrations)
- ii. The right to sublicense the Software as an integral part of a Licensee Product, granted through an OEM License, is limited to specific Licensee Product(s) and to a unlimited number of Customer Installations, both to be specified in the License Statement.
- iii. Licensee undertakes not to resell any Licensee Product(s) in any way that will infringe this License Agreement.
- iv. TriRand acknowledges and agrees that (i) Licensee retains all rights, title and interest in and to any Licensee Product(s), and TriRand does not acquire any right, title, or interest in or to such product(s); and (ii) any integration of the Software with a Licensee Product shall not affect or diminish Licensee's rights, title, and interest in and to such Licensee Product.
- v. Licensee and its Affiliates are under no circumstances allowed to transfer, rent, lease, lend, sell, copy, redistribute or sublicense the Software by it self, or with any other software than the agreed Licensee Product(s). Any attempt to do so is a considered material breach of this Agreement.

6 License Fee

The License Fee shall be calculated based on Trirand's then current price list.

Each Party is responsible to pay any local taxes imposed by law of the Party's home country related to the purchase of ordered Items..

7 Term and Termination

The term of the License is perpetual.

Without prejudice to any other rights either party may terminate this agreement in the event of a material breach with the terms and conditions of this agreement.

The termination or expiration of this agreement shall not impair any license or maintenance contract already granted by Licensee to any Third Party. Upon termination or expiration of this agreement, Licensee may continue to exercise the rights granted hereunder as necessary to provide support to Third Parties as long as Licensee has contractual obligations to provide support to any third party.

On termination of this agreement each Party must remove, delete or otherwise destroy any of other Party's material that it has received, copied or otherwise obtained, including but not limited to Confidential Information cf. clause 13.

8 Delivery

The Software is made available and Licensee is legally authorized to download the Software via Trirand's website.

9 Maintenance and Support

During the term of this agreement, Licensee shall have full access to Trirand's online support forum as set forth on Trirand's website.

9.1 Standard license

During the first twelve (12) months after delivery date, Licensee shall be allowed to deploy all Patch Releases of the software. Major and Minor Releases are not included.

Licensee shall have the right to receive one (1) hour of technical support. Technical support is limited to e-mail support during business hours in Central European Time.

Trirand will upon Licensee's request investigate erroneous behavior of the Software, and when possible suggest corrective or work around solutions to the problems.

Trirand shall commence the work as soon as possible, but not later than one week after such request is received.

Any person or entity, to which Licensee distributes the Licensee Product(s), shall not be entitled support from Trirand.

9.2 Subscription License

The term of Maintenance and Support is twelve (12) months from Delivery Date.

Licensee shall during any Maintenance and Support period be allowed to deploy any new, corrected or enhanced version of the Software. Such enhancement shall include all Minor and Major Releases.

During any Maintenance and Support period, Licensee shall also have the right to receive ten (10) hours of technical support. Technical support is limited to e-mail support as specified on Trirand's website. Technical support is executed from Trirand's offices during normal business hours in Central European time.

Trirand will upon Licensee's request investigate erroneous behavior of the Software, and when possible suggest corrective or work around solutions to the problems. Trirand shall commence the work as soon as possible, but not later than 36 hours of working days after such request is received.

Trirand will support the last versions of the Software for one year after release of current version. Trirand shall however, at all times support versions of the Software that are released within 1 year from purchase.

Trirand will on Licensee's request supply emergency hot fixes to the software. This will be available as patches to the latest stable source code, downloadable as commits on GitHub. On the subsequent Maintenance release the hot fix will be applied. Extreme bug fixing will on Trirand's assessment be supported outside the scope of this agreement.

Trirand will provide guidance and advice on implementing Software with any third party systems and platforms. This includes tips on best practices, code review and guidance on parts of the code that is directly related to using Software. It does not include general usage of the third party system or platform, or actual coding work.

Any person or entity to which Licensee distributes the Licensee Products(s) shall not be entitled support from Trirand.

9.3 Subsequent optional Maintenance and Support

After expiration of the above-mentioned 12-month period of Maintenance and Support, Licensee may with yearly intervals purchase further Maintenance and Support.

The fee shall be based on Trirand's then current price list, unless otherwise specifically agreed upon.

Trirand may, at its own discretion, and at any time, choose to discontinue the supply of Maintenance and Support upon notice to Licensee, and shall in such case refund any unearned Maintenance and Support Fee(s).

10 Warranties and representation

10.1 Scope

Trirand's warranties and representations in this clause 9 are limited to the Software provided to Licensee under this Agreement .

10.2 Trirand's warranties and representations

Trirand warrants and represents that:

- i. For a period of ninety (90) days following delivery date of the Software (the "WarrantyPeriod"), Trirand warrants that the Software will perform substantially in accordance with Trirand's written specifications, provided that it has been used in accordance with documentation and specifications in accordance with documentation and specification, which are made available to Licensee on Trirand's Website.
- ii. Trirand will perform its obligations under this Agreement in accordance with all applicable laws and regulations;
- iii. Trirand has the full and unconditional ownership of the Software;
- iv. This Agreement does not infringe intellectual property rights of any Third Party;
- v. Licensee may make full use of the License granted to it in full knowledge of the above.
- vi. Trirand has the requisite knowledge, personnel, resources and know-how to fully perform and deliver the Software and associated services as contemplated by this Agreement in a professional manner in accordance with Licensee's requirements and specifications as set forth herein;
- vii Trirand has not intentionally placed and will use its best efforts to avoid the placement of any Harmful Codes into the Software provided under this Agreement. For the purpose of this clause 9.2 "Harmful Codes" is defined as any program that infects, damages and/or impairs another program or data, disables hardware or software, or permits or assists in the breach of data.

10.3 Licensee's remedies

In the event of breach or alleged breach of any of the warranties in clause 9.2, Licensee shall promptly notify Trirand and return the Software to Trirand at Licensee's own expense. Licensee's sole remedy in such an event shall be that Trirand shall correct the Software so that it operates according to the warranties set out in clause 9.2. The warranties shall not apply to Software that has been modified or used improperly or on an operating environment not approved by Trirand. Licensee is not entitled to any damages, including but not limited to consequential damages, if the Software does not meet the limited warranties.

11 Limitation of Liability

All Software and maintenance and support services are provided 'as is' and may have errors or omissions. Thus remedies are only available to the Licensee in the event of any breach of the warranties set out in clause 10.

UNDER NO CIRCUMSTANCES, AND EVEN IF INFORMED THEREOF BY LICENSEE, SHALL TRIRAND BE LIABLE FOR (i) LOSS OF, OR DAMAGE TO, DATA; (ii) SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES,

OR (iii) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

Either Party's liability for damages to the other Party for any cause whatsoever related to this Agreement, shall be limited to the License Fees paid or due by Licensee under this Agreement.

12 Intellectual Property Infringement

Trirand will defend, indemnify and hold the Licensee harmless against any claim stating that the Software is violating any Third Party copyright provided that:

- viii. The Licensee promptly notifies Trirand of the claim;
- ix. The Licensee use best effort to stop any claim that is unfound;
- x. Notwithstanding the above Trirand shall have sole control of the defense and all related settlement negotiation in the case of legal proceedings;
- xi. The Licensee provides Trirand with all necessary assistance, information and authority to perform the above.

If the Software is held by a final court ruling to be infringing any Third Party intellectual property rights Trirand will at its option: (i) obtain the right for Licensee to continue to use the Software consistent with this Agreement; (ii) modify the Software so that it is non-infringing; or solely in the event that (i) and (ii) are not feasible, (iii) refund any and all invoiced amounts to Licensee and all of Trirand's obligations under this Agreement shall terminate upon written notice.

Notwithstanding the foregoing, Trirand's indemnity obligations under this clause 12 shall under any circumstances be limited to the total amount invoiced to Licensee by Trirand under this Agreement during the last twelve (12) months prior to the day when Company raised the indemnity claim.

13 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Bulgaria, without regard to provisions concerning conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement

14 Confidentiality

Each Party acknowledges that Confidential Information is proprietary and valuable to Disclosing Party and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to Disclosing Party.

Confidential Information shall not include information that (i) is generally known to the public at the time of disclosure; (ii) is legally received by Receiving Party from a Third Party, which Third Party is in rightful possession of Confidential Information, (iii) becomes generally known to the public subsequent to the time of such disclosure, but not as a result of disclosure by Receiving Party, or (iv) prior to signing of this Agreement, is already in the possession of Receiving Party.

Obligations of Receiving Party in Regards to Confidential Information:

- i. In consideration of the disclosure to Receiving Party of Confidential Information, Receiving Party agrees to receive and to treat Confidential Information on a confidential and restricted basis and to undertake the following additional obligations with respect thereto;
- ii. To use Confidential Information for the sole purpose of fulfilling this Agreement unless otherwise agreed to in express writing by the Parties.
- iii. Not to duplicate, in whole or in part, any Confidential Information.
- iv. Not to disclose Confidential Information to its members, officers, employees, affiliates, counsel or consultants except on a need-to-know basis and each such person receiving Confidential Information shall be notified of and required to abide by the terms and conditions of this Agreement.
- v. Not to disclose Confidential Information to any Third Party entity or individual, corporation, partnership, sole proprietorship, customer, advisor or client without the prior express written consent of Disclosing Party.

This confidentiality clause (clause 13) shall survive any termination of the Agreement however occasioned.

15 Relationship Between the Parties

The Parties are independent contractors and this Agreement will not be construed as constituting either Party as partner, joint venture or fiduciary of the other, as creating any other form of legal association that would impose liability on one Party for the act or failure to act of the other or as providing either Party with the right, power, or authority (express or implied) to create any duty or obligation of the other. Neither Party shall directly or indirectly represent to the public that it has the right or the authority to create or accept obligations on behalf of the other Party. Except as otherwise expressly provided in this Agreement, each Party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by it under this Agreement.

16 Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

17 Waiver

The waiver by either Trirand or Licensee of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of Trirand's proprietary rights in the Software, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued.

18 Non-assignment

Neither Party shall assign or transfer all or any part of its rights under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, either party may assign this Agreement in its entirety to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, Licensee must notify Trirand in writing and unless otherwise agreed upon, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

19 Amendments

No amendment to or modification of this Agreement will be binding unless in writing and signed by the Parties.