

Confidentiality and Limited Conversion Agreement

Mutual nondisclosure and authorization for a no-cost software conversion preview

Effective date

Aniak Development, LLC ("Aniak") - address

Client legal entity name and address ("Client")

Aniak and Client agree to protect information exchanged for the evaluation described below. Each may be a disclosing or receiving party. No full conversion, purchase or production deployment is authorized by this Agreement.

1 Purpose and scope

Client wishes to evaluate conversion of its software to GeneXus. Aniak may review the agreed materials and perform a limited conversion for Client to review, only within the scope completed on page 3. The agreed preview is provided at no cost and creates no obligation to buy services. A full conversion, enhancements, support and production deployment require a separate signed agreement stating scope, price and deliverables. No materials need be provided until the parties agree the preview scope.

2 Confidential information

Confidential Information includes nonpublic source and object code, schemas, business rules, documentation, sample data, security information, pricing, methods, tools, and evaluation results disclosed for this purpose. It includes copies, notes and converted material containing such information. Protection applies when information is marked confidential or would reasonably be understood to be confidential, regardless of its form.

3 Protection and permitted disclosure

The recipient will use Confidential Information only for this evaluation and protect it with reasonable care, at least the care used for its own similar information. It may disclose information only to personnel, professional advisers and approved service providers who need it for this purpose and are bound by confidentiality duties at least as protective as these terms. Each party is responsible for its representatives. Neither party may publish code, screenshots, results, the other party's name or a case study without written consent. The recipient will promptly notify the discloser of unauthorized access, use or disclosure and cooperate in containment and remediation.

4 Exceptions and lawful disclosure

These duties do not cover information the recipient can demonstrate was lawfully known without restriction, becomes public without breach, is independently developed without use of Confidential Information, or is lawfully received from a third party without confidentiality duties. Legally compelled disclosure is limited to what is required, with advance notice when lawful and reasonable cooperation in seeking protection at the discloser's expense. Nothing prohibits lawful reporting to government authorities or other legally protected disclosures.

Software access and evaluation terms

5 Limited authorization

Client grants Aniak a nonexclusive, limited, revocable permission to access, copy, run, analyze, translate and modify the Client materials identified on page 3 solely to prepare and demonstrate the agreed preview. Access is limited to approved accounts, systems and environments; it does not permit changes to production systems or production data. Client represents that it has authority to provide the materials and grant this permission, and will identify third-party components and applicable license restrictions. This permission does not authorize circumvention of security or license controls or use of third-party software beyond its license. Aniak will not use Client-specific code or confidential business rules for other customers or purposes.

6 Secure handling and tools

The parties will agree a secure transfer method and use only the access reasonably needed for the preview. Client will provide synthetic or de-identified sample data and will not provide passwords, live personal data or regulated data unless separately agreed in writing with appropriate safeguards. Aniak will not upload Client materials to external AI services or other external processing or storage services without Client's prior written approval of the services and protections, recorded on page 3 or in a signed amendment. Neither party may use the other's Confidential Information to train a general-purpose AI model. Approved providers remain subject to the confidentiality and purpose restrictions in this Agreement.

7 Ownership and preview use

Each party retains its pre-existing intellectual property. Client retains ownership of its original software, data and business materials; Aniak retains its pre-existing tools, templates, methods and independently developed technology. No ownership transfer occurs under this Agreement. Client may use a preview delivered by Aniak only for internal review and testing, not production use, resale or distribution, unless separately agreed in writing. Ownership and production-use rights in newly created deliverables will be specified in the full conversion contract, including any third-party license requirements. These restrictions do not limit Client's pre-existing rights in its own materials. Aniak will not claim ownership of Client's original software.

8 Preview limitations and costs

The preview is experimental, may be incomplete and is provided as is for evaluation, without a promise of production readiness, complete conversion or compatibility. It must not replace a production system. Neither party is required to enter a later transaction. Aniak will not charge for the agreed preview or incur costs chargeable to Client without Client's separate prior written approval. Any later fixed-cost conversion will have its own signed scope and price; enhancements are separately agreed after conversion.

9 Duration and return of materials

This Agreement covers disclosures for 12 months from the Effective Date unless ended earlier by written notice. Either party may end the evaluation at any time, and Client may revoke access immediately by written notice. On revocation, termination or expiration, Aniak will stop new access and conversion work. On written request, termination or expiration, each recipient will return or securely delete the other party's Confidential Information, including preview copies containing it, within 30 days and confirm completion on request. One legally required archival copy and inaccessible routine backups may be retained, subject to these protections and normal deletion schedules, without further evaluation use. Confidentiality and use restrictions survive for five years after termination or expiration; trade secrets remain protected for as long as they qualify as trade secrets under applicable law. Ownership terms survive termination or expiration.

Preview scope and signatures

10 General terms

This Agreement is governed by the laws of the State of New Jersey, without regard to conflict-of-law rules, and applicable federal law. Either party may seek available equitable relief for misuse or disclosure; relief is subject to the court's requirements. This Agreement and the completed scope below are the entire agreement for this evaluation. Amendments require both parties' written consent. If a provision is unenforceable, the remaining provisions continue. No partnership or agency is created. The parties agree to electronic execution; counterparts and electronic signatures may be used to the extent permitted by applicable law. Signers confirm authority to bind their respective parties.

Application name and version; specific modules, files or workflows to be converted

Preview limit (for example modules, programs or effort) and deliverables for review

Target platform; approved test environment and access method; preview dates

Approved data and secure transfer method

Approved external services and safeguards (including AI); write None if not approved

The fields above must be completed or marked Not applicable before software access begins. Additional scope pages must be identified here and approved by both parties. No external services are approved unless expressly listed or later approved in writing.

Aniak authorized signer name and title

Client authorized signer name and title

Aniak signature and date

Client signature and date

Notices: Aniak at info@aniak.io; Client at the address below. A notice must be sent to the designated address and retained by the sender. Each party will keep its notice details current.

Client notice email