

TRINLOGIX, LLC MASTER SUBSCRIPTION SERVICES AGREEMENT

This Trinlogix, LLC Master Subscription Services Agreement (the "Agreement") is entered into between Trinlogix, LLC. ("Trinlogix" or "Company"), a limited liability company organized under the laws of the State of Minnesota with a business address at 530 N Third St, Suite 320, Minneapolis, Minnesota, 55401 and the subscriber of services at point of purchase.

The terms of this Agreement, which includes the attached Order Schedule(s), shall apply to all products and services provided by Trinlogix under this Agreement. In the event of any inconsistency between the terms of this Agreement and the Order Schedule(s), the terms of the Order Schedule(s) shall control.

1. DEFINITIONS

- 1.1 "Network" means Trinlogix's proprietary, open-architected service and system.
- 1.2 "Order Schedule" means the order form signed by Subscriber and Trinlogix that specifies the Subscription Service ordered, sets out the Subscription Fees to be paid by Subscriber for such Subscription Service, and which may modify the terms of this Agreement. This is a month to month contract at \$99 per month. An Order Schedule is automatically created by choosing the online subscription. Manual order schedules may be used to reflect price variations or other payment options.
- 1.3 "Privacy Laws" means any law intended to protect and control the use of either party's Confidential Information, including but not limited to rules and/or regulations set forth in or issued under the GLB Act, The Data Protection Directive and national implementations thereof by European Union member states, and the DPA and all applicable rules and regulations issued under any of the foregoing.
- 1.4 "Account Information" means any data provided for use on the Network that is provided stored in any manner or is used in any manner.
- 1.5 "Subscription Fees" means the fees payable by Subscriber for the services set forth in the applicable Order Schedule(s).
- 1.6 "Subscription Service" means each of the Trinlogix subscription offerings set forth in an Order Schedule to this Agreement.

2. SERVICES.

- 2.1 Subject to the terms, conditions and restrictions of this Agreement and any applicable Order Schedule, Trinlogix shall use commercially reasonable efforts to provide Subscriber with the Subscription Services described in an applicable Order Schedule(s) for the term of such Order Schedule(s). Trinlogix shall use commercially reasonable efforts to provide Subscribers access to the applicable Subscription Services, on a continuous basis, excluding any down time for regularly scheduled maintenance. Trinlogix shall provide notification of scheduled system down times. Trinlogix shall notify Subscriber without unreasonable delay if it detects or is informed of any material problems relating to Subscription Services that Subscriber is entitled to receive hereunder.
- 2.2 Subscriber may also engage Trinlogix to provide Professional Services (in addition to Subscription Services) by executing an Order Schedule (or by including appropriate language in the applicable Order Schedule hereunder) or other written agreement describing such Professional Services, the applicable fees, and other terms and conditions. Trinlogix shall provide such Professional Services as agreed to under the Order Schedule.
- 2.3 Subscription is a recurring month to month contract, billed monthly via provided method of payment.
- 2.4 Subscription can be cancelled at any time by contacting Trinlogix customer service via email of cancellation notice. Allow 5-7 business days for cancellation to be process

3. FEES AND PAYMENTS.

- 3.1 Subscriber agrees to pay Trinlogix the Subscription Fees (and fees for Professional Services, if applicable) and all other fees specified on the applicable Order Schedule. Except with respect to any Order Schedule specifically providing to the contrary, the provisions of Section 3.2 shall apply to the payment of all fees under this Agreement. Any Order Schedule may also set forth payment terms and conditions in addition to those set forth in Section 3.2, with respect to the

Services provided under such Order Schedule.

- 3.2 Unless stated otherwise in the applicable Order Schedule, all fees are payable at the Effective Date of the Agreement. Any amounts not paid when due shall accrue interest from the date when due until paid at the rate of twelve percent (12%) per annum or the highest rate allowed by law, whichever is less. In addition to all applicable license and other fees, Subscriber shall pay all taxes, if any, including but not limited to sales, use, withholding, customs, value-added and similar taxes or levies resulting from this Agreement, including any taxes with respect to the Services.

4. CONFIDENTIAL INFORMATION.

“Confidential Information” means non-public information clearly identified as proprietary or confidential, or which given its nature and the circumstances surrounding its disclosure should reasonably be construed to be confidential including, without limitation, information concerning business methods, business plans, customer and vendor information, methodologies, internal policies and procedures, pricing terms, and test results, code, inventions, analyses, any business, technical, and financial information, documentation, data, specifications, audit reports, auditor opinion letters, Personal Information, user identification and passwords, Account Information, and any third party software or systems and related information maintained by Subscriber which Trinlogix may require in order to render services hereunder. Subscriber hereby represents and warrants that it is authorized to provide such information to Trinlogix under any applicable laws, regulations or obligations.

- 4.1 Each party agrees: (i) to hold the other party’s Confidential Information in confidence during the term of this Agreement and thereafter; (ii) not to use the Confidential Information of the other party for any purpose other than to perform its obligations or exercise its rights hereunder; (iii) not to disclose the other party’s Confidential Information, or otherwise make the other party’s Confidential Information available in any form to any third party except as required to exercise its rights and perform its obligations hereunder (including, in the case of Subscriber, to use Account Information that it has been Authorized to receive to provide the services of Subscriber) and provided that such Confidential Information is disclosed subject to obligations of confidentiality as restrictive as those set forth in this Section.

5. FEES AND PAYMENTS.

- 5.1 Subscriber agrees to pay Trinlogix the Subscription Fees (and fees for Professional Services, if applicable) and all other fees specified on the applicable Order Schedule. Except with respect to any Order Schedule specifically providing to the contrary, the provisions of Section 3.2 shall apply to the payment of all fees under this Agreement. Any Order Schedule may also set forth payment terms and conditions in addition to those set forth in Section 3.2, with respect to the Services provided under such Order Schedule.
- 5.2 Unless stated otherwise in the applicable Order Schedule, all fees are payable at the Effective Date of the Agreement. Any amounts not paid when due shall accrue interest from the date when due until paid at the rate of twelve percent (12%) per annum or the highest rate allowed by law, whichever is less. In addition to all applicable license and other fees, Subscriber shall pay all taxes, if any, including but not limited to sales, use, withholding, customs, value-added and similar taxes or levies resulting from this Agreement, including any taxes with respect to the Services.

6. CONFIDENTIAL INFORMATION.

“Confidential Information” means non-public information clearly identified as proprietary or confidential, or which given its nature and the circumstances surrounding its disclosure should reasonably be construed to be confidential including, without limitation, information concerning business methods, business plans, customer and vendor information, methodologies, internal policies and procedures, pricing terms, and test results, code, inventions, analyses, any business, technical, and financial information, documentation, data, specifications, audit reports, auditor opinion letters, Personal Information, user identification and passwords, Account Information, and any third party software or systems and related information maintained by Subscriber which Trinlogix may require in order to render services hereunder. Subscriber hereby represents and warrants that it is authorized to provide such information to Trinlogix under any applicable laws, regulations or obligations.

- 6.1 Each party agrees: (i) to hold the other party’s Confidential Information in confidence during the term of this Agreement and thereafter; (ii) not to use the Confidential Information of the other party for any purpose other than to perform its obligations or exercise its rights hereunder; (iii) not to disclose the other party’s Confidential Information, or otherwise make the other party’s Confidential Information available in any form to any third party except as required to exercise its rights and perform its obligations hereunder (including, in the case of Subscriber, to use Account Information that it has been Authorized to receive to provide the services of Subscriber) and provided that such Confidential Information is disclosed subject to obligations of confidentiality as restrictive as those set forth in this Section.

6.2 Confidential Information does not include information that:

- (a) is or becomes publicly available through no act or omission of the receiving party; (b) the disclosing party regularly discloses to third parties without restriction on disclosure; (c) is independently developed by employees of the receiving party who had no access to such information; or (d) is already rightfully known to the receiving party without nondisclosure obligations before it received such information. Anything to the contrary contained in this Section notwithstanding, the parties understand that the foregoing exceptions, as applied to Account Information, may be limited by applicable Privacy Laws.
- (b) The receiving party may use or disclose Confidential Information to the extent (i) approved in writing by the disclosing party or (ii) required by law pursuant to a subpoena, court order or other similar process or governmental requirement, including applicable securities laws; provided, however, that prior to any such compelled disclosure, the receiving party shall (to the extent permitted by applicable law) give the disclosing party reasonable advance notice of any such disclosure and shall cooperate with the disclosing party in protecting against any such disclosure and/or obtaining a protective order.
- (c) The parties acknowledge that (i) the restrictions and obligations contained in this Section 4 are reasonable and necessary to protect each party's legitimate interests, (ii) in the event of a violation of these restrictions, remedies at law may be inadequate and such violation may cause irreparable damages to the Disclosing Party, and (iii) the Disclosing Party shall be entitled to seek injunctive relief against each and every violation without the necessity of posting a bond.

7. SUBSCRIBER'S OBLIGATIONS.

In order to access Account Information and/or to receive Subscription Services, Subscriber agrees to:

- 7.1 Install, maintain, and operate a computer system configured in accordance with the System Requirements that is capable of receiving data from the Network by means of an adequate connection to the Internet, either directly or via an Internet Service Provider.
- 7.2 Select, protect, and maintain password(s) in accordance with Trinlogix's instructions and procedures.
- 7.3 If necessary, install such additional software as is necessary for Subscriber to receive Subscription Services.
- 7.4 Promptly notify Trinlogix of any problem with Account Information or any Subscription Service provided hereunder.
- 7.5 Notify Trinlogix immediately of any change of circumstances that will materially impact on the parties' rights and obligations hereunder.
- 7.6 Perform each additional Subscriber obligation set forth in any Order Schedule (or in any amendment to this Agreement).

8. USE RESTRICTIONS.

The following provisions ("Use Restrictions") shall apply with respect to the parties' rights hereunder:

- 8.1 Subscriber shall not request or use Account Information that is not Authorized or where and to the extent that it is prohibited from doing so under any laws or regulations to which it is unavoidably subject (including without limitation any Privacy Laws).
- 8.2 Subscriber shall not obtain any data, information or authorization through fraud or false pretenses.
- 8.3 Trinlogix shall not misuse Account Information or use or disclose any Account Information for any purposes other than as set forth in this Agreement or in an Order Schedule.
- 8.4 Subscriber may not rent, transfer, or grant any rights provided to Subscriber hereunder by Trinlogix in any form to any other party, including allowing access to the Subscription Services under this Agreement, or redistributing Account Information (other than Subscriber's own Managed Data) or other data received by means of the Subscription Services.

The parties shall comply with any other Use Restrictions set forth in an Order Schedule with respect to rights granted and Services performed under such Order Schedule.

9. SECURITY OF ACCOUNT INFORMATION.

- 9.1 Each party shall maintain physical, electronic and procedural safeguards to ensure the security and confidentiality of Account Information and protect against anticipated threats or hazards to or unauthorized access to or use of Account Information. Without limiting the generality of the foregoing, each party agrees to exercise reasonable care to: prevent any unauthorized person or entity from monitoring, gaining access to or learning the content or import of Account Information or the Network; protect copies of Account Information in such party's possession from loss, corruption, or unauthorized alteration, use or disclosure; and prevent disclosure of passwords and other access control information to anyone other than such party's authorized employees or agents.
- 9.2 Each party agrees to notify the other party in accordance with applicable law in the event of any unauthorized access to or disclosure of Account Information. Each party agrees to promptly take reasonable steps to rectify any such unauthorized access or disclosure and shall use reasonable efforts to implement appropriate safeguards to protect against recurrences.
- 9.3 If either party is served with a warrant, subpoena or any other order or request from a governmental body or any other entity or person for any records or files of the Account Information that has been processed through the Trinlogix, the respective party shall, as soon as reasonably practicable and not in violation of law, deliver to the other party a copy of such warrant, subpoena, order or request.

10. TERM AND TERMINATION.

- 10.1 The Term of this Agreement shall be one (1) year commencing on the Effective Date. Notwithstanding the foregoing, if an Order Schedule specifically provides for a term that extends beyond the term of this Agreement, such Order Schedule and this Agreement shall continue in effect for the duration of the term provided for therein.
- 10.2 Agreement Automatic Renewal. This Agreement renews automatically for a successive one (1) year term at the expiration of the initial Term unless cancelled in writing within thirty (30) days of the expiration of the term. The initial Term and any renewal shall constitute a "Term." Any increase in Fees related to an Automatic Renewal shall be defined within the Order Schedule.
- 10.3 Trinlogix may terminate this Agreement or any Order Schedule hereunder upon one-hundred and eighty (180) days prior written notice to Subscriber if the applicable Subscription Service is discontinued. Either party may terminate an Order Schedule or this Agreement if the other party commits any material breach of such Order Schedule or the Agreement, respectively, (including the obligation to pay amounts due hereunder) and fails to cure such breach within thirty (30) days following written notice of such failure.
- 10.4 The following sections shall survive any termination of this Agreement: obligations to make payment for services rendered or Account Information provided, prior to such termination, Section 4, Section 6, Section 7, the ownership provisions of Section 9, Section 10, the disclaimers of warranties in Section 11, and Sections 12, 13, and 14. All other rights and obligations of the parties under this Agreement shall cease upon termination of this Agreement. Upon termination of this Agreement, each party shall promptly return Confidential Information of the other party to such other party, and Subscriber shall have no further right to access the Network or receive Account Information

11. OWNERSHIP

- 11.1. Subject to Section 6, this Agreement confers to Subscriber only the right to access the Network, to use the Subscription Services, (subject to the terms, conditions and Use Restrictions set forth herein) while this Agreement (and the applicable Order Schedule) is in effect. It does not convey any rights of ownership in or to any Trinlogix software, or any other Trinlogix-provided tools, nor does it confer any rights of ownership in or to the products and/or services of any Suppliers. All right, title, and interest in the Trinlogix software, or any portion thereof, including, without limitation, all patent rights, copyrights, trademarks, service marks, related goodwill, and confidential or proprietary information and all modifications (including all ideas and know how) to and derivative works based upon the Trinlogix software, or any portion thereof constitutes and will remain the property of Trinlogix and its Suppliers.
- 11.2. All right, title, and interest that Subscriber may have in its data and internal programs will remain the property of Subscriber.

12. USE OF NAME.

Except to the extent specifically provided to the contrary in an Order Schedule hereunder, both Subscriber and Company party is permitted to make reference to the other and to the services hereunder in its sales, marketing, advertising, promotional materials, research papers, white papers, and case studies. Such representations shall never be in a manner that misrepresents the nature of the relationship of the parties or implies that the other party endorses such party. Nothing contained in this Agreement shall grant or shall be deemed to grant to either party any right, title, or interest in or to the other party's name, trademarks or service marks. Upon termination of this Agreement, both parties shall immediately cease to use any and all of the other party's name, trademarks or service marks to the extent any such rights have been granted by the other party.

13. WARRANTY AND DISCLAIMER OF WARRANTY.

13.1 Trinlogix represents, warrants and covenants to Subscriber that:

- (a) it has and shall have full power and authority, including full corporate right and authority, to enter into this Agreement and to grant the rights in the Service provided hereunder by Trinlogix, if any;
- (b) delivers to Subscriber a web based software application that renders data in a 3D format. Trinlogix shall provide access to this service on a number of Subscriber devices, including and not limited to, PC, mobile, or tablet devices with access to high-speed Internet connection; and
- (c) Trinlogix will use commercially reasonable efforts to perform the Subscription Services in a professional and workmanlike manner.

13.2 Subscriber represents, warrants and covenants to Trinlogix that it has and shall have full power and authority, including full corporate right and authority, to enter into this Agreement and to grant the rights and perform the obligations hereunder. Without limiting the foregoing, Subscriber further represents, warrants and covenants that with respect to all Data it uses, Subscriber further represents and warrants that it shall not use any data in any manner (a) that is not authorized or contemplated in this Agreement or (b) that is in violation of the applicable law (including, without limitation, all Privacy Laws).

13.3 THE WARRANTIES IN THIS ARTICLE 11 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND IT IS THE ONLY WARRANTY MADE BY TRINLOGIX OR ITS SUPPLIERS. TRINLOGIX AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO DEALER, AGENT, OR EMPLOYEE OF TRINLOGIX IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS LIMITED WARRANTY.

TRINLOGIX SHALL NOT BE RESPONSIBLE TO STORE OR ARCHIVE ANY DATA PROVIDED BY OR TO SUBSCRIBER IN CONNECTION WITH THE SUBSCRIPTION SERVICES.

14. LIMITATION OF LIABILITY.

For any breach of the warranty set forth in Section 11.1 above, Subscriber's exclusive remedy and Trinlogix's entire liability is limited to the correction or replacement, as soon as practicable, of the Subscription Service which Trinlogix determines to be the cause of an error.

TRINLOGIX AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS RESULTING FROM BUSINESS DISRUPTION, LOST PROFITS, TRADING OR EXECUTION LOSSES), OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT OR TORT, EVEN IF TRINLOGIX OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRINLOGIX'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNTS RECEIVED BY TRINLOGIX AS SUBSCRIPTION FEES (UNDER THE ORDER SCHEDULE OUT OF WHICH SUCH CLAIM ARISES) OVER THE PRIOR TWELVE MONTH PERIOD.

TRINLOGIX SHALL NOT BE LIABLE FOR ANY THIRD PARTY'S USE, MISUSE, OR UNAUTHORIZED ACCESS TO DATA OR FOR ANY DAMAGES.

THIS SECTION ALLOCATES THE RISKS UNDER THE AGREEMENT BETWEEN TRINLOGIX AND SUBSCRIBER. TRINLOGIX'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATIONS SPECIFIED HERE.

15. INDEMNITY.

- 15.1 Except for Trinlogix's indemnification obligations hereunder, Subscriber will defend, indemnify and hold Trinlogix harmless from and against all claims, demands, suits, losses, expenses, costs or proceedings claimed against Trinlogix by a third party (collectively, "Claims") that arises out of: (i) Subscriber's or its Users use of the Subscription Service, (ii) Subscriber's breach of any of its representations and warranties set forth herein or in an applicable Order Schedule, and (iii) Subscriber's violation of any of the Use Restrictions set forth in Section 6 (captioned "Use Restrictions") or in an applicable Order Schedule.

If the Network, or Subscriber's use of the Network in accordance with the rights and licenses granted herein, becomes or in Trinlogix's reasonable opinion is likely to become the subject of an infringement Claim, then Trinlogix may, at its own cost and expense, either: (a) obtain for Subscriber the right to continue using the Network, as provided herein, or such portion thereof, as the case may be; (b) modify the Network or replace it with a functional equivalent so that it no longer infringes; or if neither (a) nor (b) is reasonably practicable, (c) terminate the provision of the Network hereunder, or such portion thereof as may be subject to such infringement Claim and refund the portion of the fees paid for the period of such subscription occurring after termination, and (d), to the extent an infringement Claim survives despite Trinlogix's efforts under (a), (b), and (c), Trinlogix shall indemnify, defend and hold Subscriber harmless from and against such infringement Claim. This Section 13.2 states Trinlogix's entire liability and Subscriber's exclusive remedy with respect to any claim of intellectual property infringement or misappropriation.

- 15.2 Any party making a claim for indemnification pursuant to this Section 13 shall notify the Indemnifying Party of the Claim in writing promptly after receiving written notice of any Claim, describing the Claim, the amount thereof (if known) and the alleged basis thereof, provided that failure to provide such notice shall not affect the obligations of the Indemnifying Party hereunder unless the Indemnifying Party is actually prejudiced by such failure. The Indemnifying Party shall be entitled to assume and control the defense of any Claim except as provided in Section 13.4

- 15.3 Each party (the "Indemnifying Party") acknowledges and agrees that the other party (the "Indemnified Party") has the right to participate, at its own expense, in the defense of any Claim against the Indemnified Party for which the Indemnifying Party shall indemnify the Indemnified Party under this Agreement. The Indemnifying Party may not, without the Indemnified Party's prior written consent, settle, compromise or consent to the entry of any judgment in any such commenced or threatened Claim in respect of which the Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent: (i) includes an unconditional release of such Indemnified Party from all liability arising out of such commenced or threatened Claim; (ii) does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of such Indemnified Party; and (iii) does not exceed the amount for which the Indemnifying Party is obligated to indemnify the Indemnified Party under this Agreement.

16. GENERAL TERMS.

- 16.1 **Notices.** Any notices (including address change notices) will be in writing delivered personally, by first class mail (return receipt requested), or by prepaid express courier and are effective upon receipt. All notices shall be directed to the parties at the addresses shown above.
- 16.2 **Assignment.** Subscriber may not assign, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Trinlogix. Any purported assignment, sale, transfer, delegation, or other disposition by Subscriber, except as permitted herein, shall be null and void. This Agreement and the rights and obligations of each party hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors in interest and assigns. Trinlogix reserves the right to modify Subscriber's fees hereunder for any such permitted assignment by Subscriber.
- 16.3 **Waiver.** The waiver by a party of a breach of this Agreement shall not be effective unless in a writing executed by such party and shall not be construed as a waiver of any subsequent breach of the same or any other provision, nor shall any delay or omission by a party to exercise any of its rights or remedies operate as a waiver of any right or remedy.
- 16.4 **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior explicit written consent.

- 16.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, USA, without giving effect to any choice of law that would result in the application of the laws of any other jurisdiction.
- 16.6 **Force Majeure.** Except for the payment of monies due hereunder, neither party shall be responsible for any delay in its performance due to causes beyond its reasonable control.
- 16.7 **Severability.** In the event that any provision of this Agreement is found invalid or unenforceable, it shall be enforced to the maximum extent possible so as to fulfill the intent of the parties or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement and the remainder of this Agreement shall remain in full force and effect.
- 16.8 **Duplicate Originals.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together but one and the same document.
- 16.9 **Entire Agreement.** This Agreement, together with all exhibits and schedules attached hereto, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein. No modification of this Agreement shall be effective unless contained in a writing signed by an authorized representative of each party. No term or condition contained in Subscriber's purchase order or other document will apply.
- 16.10 **Non-solicitation.** During the term of this Agreement and for a period of one year thereafter, Subscriber agrees that it will not hire or attempt to hire, on behalf of Subscriber or any other organization, any employee of Trinlogix, unless Subscriber has first obtained Trinlogix's written consent.
- 16.10 **Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any person. In this Agreement, the words "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The headings of the several sections of this Agreement are intended for convenience of reference only and are not intended to affect the interpretation of this Agreement.

TRINLOGIX, LLC CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement"), is made between Trinlogix, LLC., (hereinafter referred to as the "Company"), and the subscriber ("Recipient"), and relates to the information, software, business plan, proposal materials and all other information of Trinlogix, LLC. and its former name, 3D Software, LLC.

RECITALS

1. This Agreement sets forth the mutual agreement of the Parties to maintain the confidentiality of information that has been and will continue to be shared by the Parties as may be necessary to maintain their business relationship.
2. For purposes of this Agreement, the "Disclosing Party" shall be the Party disclosing Confidential Information to the other Party and the "Receiving Party" shall be the Party receiving the Confidential Information.

AGREEMENT

1. Confidential Information means any information disclosed by a party to the other under this Agreement, whether: (i) in written, graphic or electronic form; or (ii) an oral communication; or (iii) any other tangible or intangible information of a party, regardless of the method of discovery or designation, that a reasonable person would understand its owner would not want it disclosed to the public including, without limitation, information of the Disclosing Party relating to (a) matters of a technical nature such as trade secret processes or devices, know-how, data, formulas, inventions (whether or not patentable or copyrighted), specifications and characteristics of products or services planned or being developed, and research subjects, methods and results, (b) matters of a business nature such as information about costs, profits, pricing, policies, markets, sales, suppliers, customers, product plans, and marketing concepts, plans or strategies, (c) matters of a human resources nature such as employment policies and practices, personnel, compensation and employee benefits, (d) other information of a similar nature not generally disclosed by Disclosing Party to the public.

2. Receiving Party agrees (a) to maintain in confidence all such Confidential Information; (b) implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the Disclosing Party's Confidential Information; (c) not to disclose any such Confidential Information to anyone except to those employees of the Receiving Party having a need to know and/or third party agents or contractors of the Receiving party who also have a need to know and are subject to a substantially similar confidentiality agreement which protects any Confidential Information hereunder from disclosure; and (d) not to use Disclosing Party's Confidential Information for any purpose other than that for which it is disclosed. All Confidential Information shall remain the sole property of Disclosing Party and Receiving Party shall have no right, title or interest in or to the Confidential Information. Without limiting the above, each of the parties shall, at a minimum, use the same procedures and degree of care to protect the Confidential Information delivered to it hereunder by the other party which it utilizes to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable due care.
3. The obligations imposed by this Agreement shall not apply to any information that (a) is proven by Receiving Party to have been rightfully received from a third party; or (b) is proven by Receiving Party to have been independently developed by employees of the Receiving Party's organization who have not had access to such confidential information; or (c) is or becomes publicly available through no wrongful act of Receiving Party; or (d) is already known to Receiving Party as evidenced by documentation bearing a date prior to the date of disclosure; or (e) is approved for release in writing by an authorized representative of Disclosing Party; or (f) is required to be disclosed pursuant to court order, duly authorized subpoena, or governmental authority (but Receiving Party shall immediately give Disclosing Party written notice and an opportunity to contest such required disclosure).
4. The parties agree that the remedy at law for any breach of any of the covenants and agreements set forth in this Agreement may be inadequate and that, in the event of any such breach or threatened breach, the non-breaching party shall, in addition to all other remedies which may be available to it at law, be entitled to equitable relief in the form of preliminary and permanent injunctions without the necessity of proving damages. The breaching party further agrees that the terms of this Agreement shall in no way restrict or limit any other remedies the non-breaching party may have against the breaching party. The Disclosing Party shall be entitled to recover the costs including reasonable attorney's fees, to enforce its rights under this Agreement.
5. Upon the written request of the Disclosing Party, the Receiving Party shall return, or certify that it has destroyed, all information disclosed under this Confidentiality Agreement and any memorandum, diagrams, or any other documents containing any information disclosed under this Confidentiality Agreement.
6. In the event any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
7. This Agreement shall control in lieu of and notwithstanding any proprietary or restrictive legends or statements inconsistent with this Agreement which may be associated with any particular information disclosed hereunder
8. This Agreement contains the entire understanding between the parties with respect to the safeguarding of said Confidential information, supersedes all prior communications and understandings with respect thereto, and shall inure to the benefit of and be of and be binding upon all parent, subsidiary, affiliated, and successor organizations of the Parties. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Minnesota.