

NON-TRANSFERABLE AND NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Transferable and Non-Exclusive License Agreement (the "Agreement") is effective between Trident Automation, Inc. (the "Licensor") and Customer (the "Licensee"), both parties to the Purchase Order entered into between Trident Automation, Inc. and Customer on the date noted therein (collectively, the "Parties"). This Agreement is effective as to the Parties upon Licensor providing Licensor product and/or services to Licensee, for use in accordance with this Agreement.

Background:

- A. Licensor has acquired rights to, and is entitled to license to others including Licensee, intellectual property rights in certain trademarks, copyrights, logos, trade dress, proprietary web addresses, and proprietary software and operation models related to the Trident Automation, Inc. business, products and services, and related user documentation.
- B. Licensee wishes to license the use of such intellectual property, and Licensor has agreed to license such use, pursuant to the terms of this Agreement.

1. GRANT OF LICENSE

Licensor hereby grants to Licensee, for the internal use of Licensee only and in accordance with this Agreement, a personal, non-transferable and non-exclusive license to use and to modify certain materials noted in the Purchase Order entered into between Licensor and Licensee (the "Work"), in whole or in part, and to incorporate the Work, in whole or in part, into other works (the "Derivative Works") for Licensee's internal use only and in accordance with this Agreement, at the location(s) noted under the Purchase Order entered into between Licensor and Licensee (the "Authorized Location(s)").

2. RESTRICTIONS ON USE

2.1 For the purposes of this Agreement, "Person" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, or any other judicial entity recognized by law.

2.2 Licensee shall (a) not assign this Agreement or transfer, lease, export or grant a sublicense of the Work or the license contained herein to any Person except as and when authorized to do so by Licensor in writing; (b) use the Work only at an Authorized Location(s); (c) take all reasonable precautions to prevent third parties from using the Work in any way that would constitute a breach of this Agreement including, without limitation, such precautions as Licensee would otherwise take to protect its own proprietary software or hardware or information. In addition, Licensee shall not use the Work to act as a service bureau, in whole or in part, for any other Person, including any affiliate of Licensee except as expressly noted herein.

3. AUTHORIZED LOCATION(S)

3.1 Provided that Licensee is not in default of any term of this Agreement, Licensee may change the Authorized Location(s) from time to time, without the consent of the Licensor, by delivering thirty days prior written notice of the change of location to the Licensor together with written confirmation that Licensee will comply with the following conditions:

- 3.1.1 The proposed Authorized Location shall be within the same municipality or metropolitan area as the current Authorized Location; and

3.1.2. Use of the Work at the current Authorized Location shall cease by the time of commencement of the use of the Work at the proposed Authorized Location.

3.2 If Licensee fails to comply with the provisions noted herein, unless otherwise provided under the Purchase Order entered into between Licensor and Licensee, Licensee may change an Authorized Location only with the prior written consent of Licensor, which shall not be unreasonably withheld.

4. FEES

4.1 Licensee shall pay those license fees as set out in the Purchase Order entered into between Licensor and Licensee for the use of the Work at each Authorized Location, (the "License Fees") and all delivery and production costs as required for document preparation and initiation of this Agreement by Licensor and Licensee.

4.2 The License Fee, and all other fees payable hereunder to Licensor, are exclusive of all sales, use or other taxes, customs, duties and similar levies if any, payable in or to any jurisdiction or authority whatsoever. All such taxes, customs, duties and levies shall be the responsibility of Licensee (other than taxes on the net income of Licensor).

4.3 With the prior written consent of the Licensee, those additional services rendered by Licensor which are reasonably contemplated hereunder as being provided at an additional charge and the charge for which is not otherwise set out herein may be charged to the Licensee at Licensor's standard rates then in effect.

5. INTELLECTUAL PROPERTY INDEMNITY

5.1 Licensor is the owner of all intellectual property rights in the Work (and any Improvements or Modifications thereto) including all related written materials, logos, names and other support materials provided pursuant to the terms of this Agreement. No title to the intellectual property in the Work is transferred to Licensee by this Agreement. Licensor represents and warrants that it has the right to grant the license hereby granted to use the Work and that there are not, nor will there be, any lien, encumbrance, security interest or other rights against the Work.

5.2 Licensor agrees to indemnify Licensee and hold it harmless from any and all damages (including punitive damages), losses or expenses (including without limitation, court costs, arbitration fees, penalties, fines, amounts paid in settlement of claims and reasonable legal fees and expenses of investigation) (hereinafter collectively referred to as the "Losses") which Licensee or any of its respective officers or directors, may incur, suffer or become liable for as a result of or in connection with any claim asserted against Licensee to the extent such claim is based upon a contention that the Work, or any portion thereof, in the form accepted by Licensee and used within the scope of this Agreement infringes any intellectual property rights of any third party, provided that Licensee has notified Licensor in writing of such claim within thirty days of a responsible officer or director of Licensee becoming aware of such claim. If the Work or any portion thereof is held to constitute an infringement of another Person's rights, and use thereof is enjoined, Licensee shall, at its election and expense:

5.2.1 procure the right to use the infringing element of the Work; or

5.2.2 procure the right to an element which performs the same function without any material loss of functionality; or

5.2.3 replace or modify the element of the Work so that the infringing portion is no longer infringing and still performs the same function without any material loss of functionality.

5.3 Licensee shall make every reasonable effort to correct the situation with minimal effect upon the operations of Licensee.

5.4 Notwithstanding the foregoing, Licensor shall have no liability for any claim of infringement based on use of other than a current, unaltered release of the software available from Licensor if such infringement

would have been avoided by the use of a current, unaltered release of the software (provided that such current, unaltered release performed substantially in conformance with the Licensee's specifications and was provided, at no additional cost by Licensor, to those subscribing for maintenance services for the software). The foregoing states the entire obligations of Licensor with respect to infringement of proprietary or intellectual property rights of third parties.

6. CONFIDENTIALITY

6.1 For the purposes of this Agreement, "Confidential Information" means all data and information relating to the business and management of either party, including proprietary and trade secrets, technology and accounting records to which access is obtained hereunder by the other party, provided, however, that Confidential Information shall not include any data or information which:

- 6.1.1 is or becomes publicly available through no fault of the other party;
- 6.1.2 is already in the rightful possession of the other party prior to its receipt from the other party;
- 6.1.3 is independently developed by the other party;
- 6.1.4 is rightfully obtained by the other party from a third party;
- 6.1.5 is disclosed with the written consent of the party whose information it is; or
- 6.1.6 is disclosed pursuant to court order or other legal compulsion.

6.2 Licensor and Licensee shall each use reasonable efforts that are no less than the efforts used to protect its own Confidential Information to protect from disclosure such Confidential Information of the other. Licensor and Licensee shall divulge such Confidential Information only to its employees or agents who require access to it for the purposes of this Agreement or as otherwise provided in this Agreement. Licensor and Licensee, individually, (the "Indemnifying Party") agree to indemnify the other (the "Indemnified Party") for all Losses incurred by the Indemnified Party as a result of a failure of the Indemnifying Party to comply with its obligations under this Section provided that the Indemnified Party has given prompt notice of any such claim and, to the extent that a claim may lie against a third party for the unauthorized disclosure of such Confidential Information, the right to control and direct the investigation, preparation, action and settlement of each such claim, and further provided that the Indemnified Party reasonably cooperates with the Indemnifying Party in connection with the foregoing and provides the Indemnifying Party with all information in Indemnified Party's possession related to such claim and such further assistance as reasonably requested by Indemnifying Party.

6.3 This Section 6 shall survive the termination of this Agreement. Licensee acknowledges and agrees with Licensor that the breach by Licensee of any of the provisions of this Section 6 would cause serious and irreparable harm to Licensor which could not adequately be compensated for in damages and in the event of a breach by Licensee of any of such provisions, Licensee hereby consents to an injunction being issued against Licensee restraining Licensee from any further breach of such provision, but such action

shall not be construed so as to be in derogation of any other remedy which Licensor may have in the event of such a breach.

7. LIMITATION OF LIABILITY

7.1 The limitation of liability provisions of this Agreement reflect an informed voluntary allocation of the risks (known and unknown) that may exist in connection with the provision of the goods and services by Licensor including the performance of the Work provided hereunder, and that such voluntary risk allocation represents a material part of the Agreement reached between Licensor and Licensee. Should

Licensor be in breach of any obligation under this Agreement, Licensee agrees that Licensee's remedies will be limited to those set forth in this Agreement. No action, regardless of form, arising out of this Agreement may be brought by Licensee more than two months after the facts giving rise to the cause of action have occurred, regardless of whether those facts by that time are known to, or reasonably ought to have been discovered by, Licensee.

7.2 Direct Damages Only Subject to the restrictions in this Section 7 and Section 5 (Intellectual Property Indemnity) and Section 6 (Confidential Information Indemnity), and subject to Licensee's election, to rescind or be discharged from this Agreement, in the event of any breach by Licensor of its obligations under this Agreement, including any breach of a fundamental term, Licensee's exclusive remedy shall be to receive from Licensor payment for actual and direct damages to a maximum amount equal to the amounts paid hereunder by Licensee to Licensor in the last six months; less the amount of any damages already paid or to which Licensee is or may be entitled by reason of any claim arising out of a breach (including fundamental breach) by Licensor of this Agreement, or otherwise, whether based in contract, tort (including negligence), or otherwise.

7.3 No Indirect Damages, etc. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY CLAIM FOR: (A) PUNITIVE, EXEMPLARY, OR AGGRAVATED DAMAGES; (B) DAMAGES FOR LOSS OF PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE OR LACK OF AVAILABILITY OF LICENSEE FACILITIES; (C) INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES; OR (D) CONTRIBUTION OR INDEMNITY IN RESPECT OF ANY CLAIMS AGAINST LICENSEE.

7.4 Warranties. Other than as expressly provided herein, each of the Work and the services provided hereunder, is provided "as is" without warranty, representation or condition of any kind, expressed or implied, including but not limited to the implied warranties or conditions of merchantable quality and fitness for a particular purpose and those arising by statute or otherwise or from a course of dealing or usage of trade.

8. TERMINATION

This Agreement shall continue to bind Licensor and Licensee in perpetuity. Notwithstanding the foregoing, Licensor may terminate this Agreement if Licensee is in breach of any Section of this Agreement. Licensor shall not be responsible for any updates, patches and/or fixes to Work, unless Licensee agrees to purchase a maintenance subscription from Licensor. All such terms of such maintenance subscription shall be agreed upon separately between Licensor and Licensee outside anything noted in this Agreement.

9. SURVIVAL

The provisions of Sections 5, 6, 7, 9, and 11 herein shall survive the termination of this Agreement.

10. FORCE MAJEURE

Dates and times by which Licensor is required to render performance under this Agreement shall be automatically postponed to the extent and for the period that Licensor is prevented from meeting them by reason of any cause beyond its reasonable control, provided Licensor notifies Licensee of the

commencement and nature of such cause and uses its reasonable efforts to render performance in a timely manner.

11. ASSIGNMENT

Licensor may assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, subject to providing prior written notice to Licensee. Licensee may assign this Agreement, or any of its

rights or obligations hereunder, in whole or in part, with the prior written consent of Licensor. This Agreement shall endure to the benefit of and be binding upon each of Licensee and Licensor and their respective successors and permitted assigns.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and U.S. law applicable therein, and shall be treated, in all respects, as a Wisconsin contract. Licensee and Licensor submit to the jurisdiction of the courts of the State of Wisconsin and/or federal district courts therein.

13. MISCELLANEOUS

This Agreement, and any documents referred to herein, is the entire Agreement between Licensee and Licensor pertaining to Licensee's right to use the Work and the provision of the services, and supersedes all prior or collateral oral or written representations or Agreements related thereto. In the event that one or more of the provisions is found to be illegal or unenforceable, this Agreement shall not be rendered inoperative, but the remaining provisions shall continue in full force and effect. Except as otherwise provided herein, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

Unless otherwise expressly provided, any notice or other communication required or permitted to be given hereunder or for the purposes hereof to Licensee or Licensor shall be in writing and shall be sufficiently given if delivered personally to such party, or if sent by prepaid registered mail or if transmitted by fax to such party at the address and facsimile number noted in the Purchase Order entered into between Licensor and Licensee.