

Standard Terms and Conditions of Sale—Software Subscription

1. Applicable Terms. These terms govern the sale of Services and/or Products by Trident Automation, Inc. (hereafter Trident). Whether these terms are included in an offer or an acceptance by Trident, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Trident. Trident failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these terms. In the event that the Buyer enters into Master Service Agreement ("MSA") with Trident, the terms of the MSA will govern the sale of Services and/or Products by Trident rendering these terms of this agreement void.

2. Pricing and Payment. The prices shall be: (a.) as stated in Trident' proposal or service agreement, or if none are stated, (b.) Trident' standard prices in effect at the time Services and/or Products are provided. In the event of a price increase or decrease, the price of Services and/or Products on order shall be adjusted to reflect such increase or decrease. This does not apply to a shipment held by request of Buyer. Services and/or Products already shipped are not subject to price increase or decrease.

Payment - Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars.

(a) Disputed Invoice - In the event Buyer disputes any portion or all of an invoice, Buyer shall notify Trident in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due,

(b) Collection - Upon Buyer's default of these terms, Trident may, in addition to any other rights or remedies at contract or law, subject to any cure right of Buyer, declare the entire balance of Buyer's account immediately due and payable or foreclose any security interest in Services and/or Products delivered. If any unpaid balance is referred for collection, Buyer agrees to pay Trident, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Trident, and any FINANCECHARGES accrued on any unpaid balance owed by Buyer.

3. Delivery; Title; Risk of Loss. All Products shall be delivered Freight On Board (F.O.B.) Title to the Product and risk of loss or damage for the Product shall pass from Trident to Buyer at point of shipping. Buyer shall be responsible for all transportation, insurance and related expenses including any associated taxes, duties or documentation. Trident may make partial shipments. Shipping dates are approximate only and Trident shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customers if Trident fails to meet the specified delivery schedule.

4. Deferment and Cancellation. Buyer shall have no deferment rights and Buyer shall be liable for cancellation charges, which shall include without limitation a) payment of the full product price for any finished Product or works in progress; b) payment for raw materials ordered pursuant to a firm purchase order; and c) such other direct costs incurred by Trident as a result of such cancellation.

5. Force Majeure / Delays. If Trident suffers delay in performance due to any cause beyond its reasonable control, including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, failure of normal sources of supply, or acts of government, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Trident will give to Buyer notice within a reasonable time after Trident becomes aware of any such delay

6. Buyer's Requirements. Timely performance by Trident is contingent upon Buyer's supplying to Trident all required technical information, specifications, and data, including but not limited to, drawing approvals, and all required commercial documentation.

7. LIMITATION OF LIABILITY. NEITHER TRIDENT, NOR ITS SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE, SAVINGS OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. TRIDENT' MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY TRIDENT FOR THE PRODUCT AT ISSUE OR ONE MILLION DOLLARS, WHICHEVER IS LESS. BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF TRIDENT HAS BEEN ADVISED BY THE BUYER OF THE POSSIBILITY OF SAID DAMAGES.

8. Patent and Copyright Infringement. Trident will, at its own expense, defend or at its option settle any suit or proceeding brought against Buyer in so far as it is based on an allegation that any Product (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if Trident is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Trident will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Trident will, at its option and its own expense, either:

- (a) procure for Buyer the right to continue using said Product;
- (b) replace it with substantially equivalent non-infringing Product; or
- (c) modify the Product so it becomes non-infringing instructions wherein compliance therewith has caused Trident to deviate from its normal course of performance, or
- (d) modified by Buyer or its contractors after delivery, or combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Trident, Buyer shall protect Trident in the same manner and to the same extent that Trident has agreed to protect Buyer under the provisions of the Section above.

THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF BUYER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS.

9. Indemnity. Each party agrees to indemnify and hold harmless each other party from and against any and all losses, liabilities, expenses, (including, without limitation, reasonable fees and disbursements of counsel), claims, liens, damages, or other obligations whatsoever (collectively, "Claims") that may actually and reasonable arise from the transaction subject of this Agreement.

10. Compliance with Laws. Buyer agrees to comply with all applicable laws and regulations relating to the purchase, resale, exportation, transfer, assignment, disposal or use of the goods.

11. Changes in Work. Trident shall not implement any changes in the scope of work unless Buyer and Trident agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Trident to an equitable adjustment in the prices and any time of performance.

12. Non-waiver of Default. Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Trident may decline to make further shipments. If Trident elects to continue to make shipments, Trident' actions shall not constitute a waiver of any default by Buyer or in any way affect Trident' legal remedies for any such default. Any waiver of Trident to require strict compliance with the provisions of this contract shall be in writing and any failure of Trident to require such strict compliance shall not be deemed a waiver of Trident' right to insist upon strict compliance thereafter.

13. Final Written Agreement; Modification of Terms. These terms, together with any quotation, purchase order or acknowledgement issued or signed by Trident, comprise the complete and exclusive agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Trident. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

14. Assignment. Neither party may assign the Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other; provided however that Trident may assign its rights and obligations under these terms to its affiliates and Trident may grant a security interest in the Agreement and/or assign proceeds of the Agreement without Buyer's consent.

15. Applicable Law and Jurisdiction. These terms are governed and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principles.

16. Severability. If any provision of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.