

STANDARD LICENSE AGREEMENT 3.0

This Standard License Agreement sets forth the terms and conditions governing all purchases of license(s) to and use of Software owned and delivered by Trirand Ltd.

By Installing or using the Software or any part thereof, Licensee agrees to be bound by this Agreement, unless Licensee is using the Software for a non-commercial purpose authorized by Trirand.

Unless Licensee fully agrees to all terms and conditions set forth in this Standard License Agreement, Licensee shall not be allowed or authorized to install or use any Software made available through the Trirand or Guriddo Website.

1 Definitions

Affiliates means with respect to a Party, any entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with the Party. **Control** means, with regard to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of securities, by contract or otherwise.

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

Advantage shall mean the maintenance and support services offered by Trirand Ltd, as defined in section 9.4 below, which Licensee is entitled to receive for as long as Licensee is validly enrolled in Trirand's Advantage plan;

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 of Licensed Software as integral part of a Licensee Product through installation of such product on a server owned or operated by a Licensee customer pursuant to an OEM License granted according to section 5.3 below;

Customer Installation with Developer Rights shall mean a Customer Installation that is based on an OEM License authorizing the Licensee's customer, after such installation, to customize Licensed Software for its own purposes

Delivery Date shall mean the date Licensee is invoiced for the applicable Licensed Software.

Developer shall mean any person who will be simultaneously working with the API and/or source code of the Licensed Software, and/or making use of the Software in any capacity, including but not limited to developers, designers and testers. The number of Developers authorized to work with the Licensed Software is defined in the License Statement;

FastSpring (www.fastspring.com) is a US-based Payment Service Provider and authorized reseller of software, digital products, and services for Trirand.

License shall mean the right to use the Licensed Software granted to Licensee by this Agreement, in the form of a Developer License or Enterprise License or an OEM License. Upon entering into this Agreement Licensee must choose one or more license type(s). The sets of usage rights granted by Trirand under each license type are defined in section 5 of this Agreement;

License Fee / Advantage Fee shall mean the fee payable by Licensee to Trirand through FastSpring for (i) the right to use the Licensed Software and be enrolled in **Advantage** for the initial twelve (12) months after Delivery date (“**License Fee**”) and (ii) each subsequent (optional) additional or renewed period of Advantage, as applicable (“**Advantage Fee**”), both fees to be fixed according to Trirand’s current price list at the time of each purchase (see however section 6 of this Agreement);

Licensed Software shall mean the Software products licensed to Licensee through this Agreement, as chosen by Licensee upon purchase and confirmed in the License Statement;

Licensee shall mean the legal entity to which License has been granted, as expressly stated in the License Statement;

Licensee Product shall mean any software product, application or solution, marketed by Licensee, in which Licensed Software may be incorporated pursuant to an OEM License and which has been approved by Trirand as a Licensee Product by express identification as such in the License Statement;

License Statement / License Delivery Information shall mean the document sent from Trirand to Licensee confirming purchase of License; which expressly states the Licensed Software, the ID-number, the period for Licensee’s enrollment in Advantage, download Instructions and applicable terms hereunder;

Release shall mean, with respect to any Licensed Software, any release of minor or substantial news and improvements to Licensed Software, any may include bug fixes, redesign, and refactoring of the API. Such improvements may typically include modifications to the Software which increase the efficiency, ease of use and/or add additional capabilities or functionality. To be entitled to gain access to Releases, Licensee must be validly enrolled in Trirand’s Advantage, pursuant to section 9.4...

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;

Official Wrappers and Add-ons shall mean wrappers, add-ons, plug-ins and software framework which are made available and supported by Trirand as an

additional free-of-charge or payment service not to be deemed part of the Licensed Software, for the purpose of enhancing the use of the Software and to make integration and programming easier, for instance by adding customized features or by simplifying the development Environment. Such Official Wrappers and Add-ons may include opens source software and are made available free-of-charge under the MIT-license or other open source licenses, as applicable.

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 and **Parties** shall mean Licensee and Trirand jointly;

Payment service provider (PSP) is a third-party company that assists businesses to accept a wide range of online payment methods, such as online banking, credit cards, debit cards, e-wallets, cash cards, and more. They ensure customer's transactions make it from point A to point B, safely and securely.

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

SaaS Application shall mean a software product, solution or application which fully or partly includes Licensed Software and which is made available by Licensee to Third Party from a server outside such Third Party's premises and under the terms of a subscription or similar financial model, provided that such software product, solution or application has been approved by Trirand as a SaaS Application by express identification as such in the License Statement

Software

shall mean any and all proprietary software products owned by Trirand including: Guriddo jqGrid JS (former jqGrid JS) – the main product included in all licenses, in addition to Guriddo PivotGrid JS, Guriddo TreeGrid JS, Guriddo jqGrid PHP, Guriddo Suito PHP, Guriddo Form & Visual Builder PHP – which are optional additional products. For the purpose of this Agreement, Software shall not include Official Wrappers and Add-ons nor Optional Dependencies;

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

Trirand shall mean Trirand Ltd, a Bulgarian company with Unified Identification Code (UIC): 130892289

Trirand Website shall mean www.guriddo.net or www.trirand.com ;

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

2 Copyright

All Software is the property of Trirand and is protected by copyright law as well as other statutory and non-statutory intellectual property law.

Through this Agreement, Software is licensed, not sold.

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 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

The determination of which License type will be suitable for Licensee will depend on factors, such as the number of developers, the manner of deployment of Licensee Products, the number of installations, etc. Licensee may seek advice on the suitable License type directly from Trirand. In such case, Trirand will use its best effort to suggest a suitable License type based on the information provided by Licensee. Licensee shall bear the risk for the correctness and completeness of information provided by it. Under any circumstances, Trirand provides no guarantees, express or implied, as to the suitability of the chosen License type(s) and hereby disclaims any and all liability related to the choice made by Licensee.

Unless otherwise explicitly agreed between the Parties, all Licenses are granted by Trirand to Licensee only and do not extend to Licensee's Affiliates. However, Licensee may, at any time and subject to an additional Affiliate fee, purchase a right for its Affiliates to use the Licensed Software within the scope of the purchased License(s) and the number of Developers and Customer Installations defined therein (if applicable). Any such extension of the License to also cover Licensee's Affiliates must, in order to be valid, be agreed in writing between the Parties. The written Agreement shall state the applicable Affiliate fee and the conditions governing its payment, and the License Statement shall be adjusted accordingly by Trirand.

The purchase of any License to use the Licensed Software shall also include a twelve (12) months enrollment in Trirand's Advantage plan as defined in section 9 below, commencing on Delivery Date.

Licensee may purchase additional period(s) of Advantage at the same time as purchasing a License or, alternatively, upon expiry of the included Advantage period renew Advantage with additional twelve (12) month periods (or longer) pursuant to section 9 below and subject to payment of the applicable Advantage Fee according to section 9.

The perpetual nature of License(s) granted under section 5.1 and/or 5.2 and/or 5.3 of this Agreement is strictly limited to Release(s) of the Software to which Licensee has lawfully gained access and usage rights during a valid enrollment in Trirand's Advantage plan in accordance with section 9. Notwithstanding its (otherwise)

perpetual nature, such License shall nevertheless expire if the Agreement is lawfully terminated by Trirand due to Licensee's material breach.

Licensee may obtain Licensed Software source code by downloading the source code from Trirand Website, and make own edits, and keep its own repositories with the modified source code.

Nothing in this Agreement shall, however, be construed to preclude either Party from developing, using, marketing, licensing and/or selling independently software which has the same or similar functionality as Software or any other products, as long as such activities do not infringe the intellectual property rights of the other Party or other statutory or non-statutory provisions.

Licensee shall not modify, delete or obscure any notices of proprietary rights or any Software identification or restrictions on or in Software found in the license-header of the code files.

5.1 Developer License

A **Developer License** means a License through which Trirand grants Licensee a non-exclusive, perpetual (for applicable Releases), non-sublicensable, non-reusable, worldwide right to install, reproduce, use and further develop Licensed Software:

- i. on any computer, platform, system and/or environment controlled or owned by Licensee, and;
- ii. on any number of websites, domains or intranet sites; and
- iii. either (a) in one (1) SaaS Application owned, hosted or controlled in full by Licensee, or (b) in one (1) web application owned, hosted or controlled in full by Licensee.

Licensee acknowledges, accepts, and undertakes to ensure that the actual number of Developers at any time shall not exceed the total number of Developers stated in License Statement. Licensee further agrees not to make use of any Software products in other (newer) versions than such Release(s) of the Licensed Software. Any breach of this restriction shall be considered a material breach of the Agreement.

A Developer License does not authorize Licensee to perform Customer Installations, nor does it authorize Licensee to use Licensed Software in a SaaS-offering or web application which is hosted in any part by Licensee's customer. All Customer Installations made by a Licensee holding only a Developer License shall therefore be deemed unauthorized and invalid and shall be considered a material breach of this Agreement.

Except for the authorized use of the Software in either one (1) SaaS Application or one (1) web application as set out herein and specified in the License Statement, Licensees only holding a Developer License are under no circumstances authorized to transfer, rent, lease, lend, sell, copy, redistribute, or sublicense any Software, in itself or together with other software, or in any other way make Software available to

any Third Party. Any attempt to do so shall be considered a material breach of this Agreement.

5.2 Enterprise License

A Commercial License with not limits on the number of developers, staging, development, qa / productions servers, geographical locations. Comes with source code, subscription and priority support. Convenient and efficient for big development shops and corporations

5.3 OEM License

An **OEM License** is a License through which Trirand grants Licensee a non-exclusive, perpetual (for applicable Releases), non-reusable, worldwide right to install, reproduce, use and further develop Licensed Software as an integral part of a Licensee Product, provided that such Licensee Product be supplied to Third Party through a Customer Installation, with or without Developer Rights, dependent on Licensee's choice as specified in License Statement. The right to use the Software granted herein shall not be sublicensable except that Licensee may grant its customers the right to install and use the Software as an integral part of a Licensee Product.

The authorization to sublicense Licensed Software under this section 5.3 first paragraph only applies when and as long as such Software lawfully is incorporated with Licensee Product supplied to Third Party in accordance with this Agreement.

Licensee acknowledges, accepts, and undertakes to ensure that the actual number of Developers at any time and the number of Customer Installations, with or without Developer rights, shall not at any time exceed the total number of Developers and Customer Installations stated in the License Statement. Licensee further agrees not to make use of Software products in other (newer) versions than such Release(s) of the Licensed Software which Licensee is entitled to use pursuant to section 5.4. Any breach of this restriction shall be considered a material breach of the Agreement.

Under an OEM License, Licensee may also incorporate Licensed Software into a SaaS Application provided and only to the extent that such SaaS Application has been approved by Trirand by explicit reference in the License Statement. For the avoidance of doubt, this conditioned right to incorporate Licensed Software in a SaaS Application shall also extend to situations where the SaaS Applications is fully or partly hosted on Licensee's customer's own server(s). Licensed Software may only be incorporated into such Licensee Products and/or SaaS Application(s) as specified in the License Statement.

Licensee shall be prohibited from reselling any Licensee Product, and from granting its customers permission to use the Software, in any manner that contradicts the terms and restrictions of this Agreement or the License(s) granted hereunder. Trirand acknowledges and agrees that (i) Licensee retains all rights, title and interest in and to any Licensee Product, and Trirand does not acquire any right, title, or interest in or to such product; and (ii) any integration of Licensed Software with Licensee Product shall not affect or diminish Licensee's rights, title, and interest in and to such Licensee Product.

6 License Fee

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

Licensee shall upon purchase pay the agreed License Fee covering the purchase of Licensed Software and the automatically included twelve (12) months enrollment in Trirand's Advantage plan. For any extension of Advantage, or for each subsequent twelve (12) months renewal of enrollment in the Advantage plan, Licensee shall pay the Advantage Fee applicable at the time of purchase of extension or renewal, as applicable.

FastSpring (a Trirand's payment provider) shall invoice Licensee and Licensee shall pay all invoices by the agreed payment method timely, which shall be no later than sixty (60) days from invoice date.

Each Party shall be fully and solely responsible for payment of any bank charges and/or local taxes imposed by the law of that Party's home country related to the purchase of Licensed Software or renewal/extension, and each Party shall indemnify, defend and hold harmless the other Party from any taxes, claims, costs or other liabilities related to the indemnifying Party's taxes.

Licensee may not withhold any part of the invoiced amount as payment of taxes. All Licenses and accompanying rights as well as extensions or subsequent renewals of Advantage are granted to Licensee on the condition that all the due fees are paid to FastSpring in full and on time.

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. In case of termination of this agreement by the license for reach of this agreement by Trirand, Trirand shall refund the prorated amount for the period for which the licensee may not be able to use the license.

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 Minor Releases of the software. Major 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.

Licensee may at an additional fee opt for Maintenance and Support.

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).

9.4 Advantage

The purchase of a License under this Agreement includes a twelve (12) months enrollment in Trirand's Advantage plan commencing on Delivery Date. If Licensee wishes to be enrolled in the Advantage plan for a longer period than the automatically included twelve (12) months, Licensee may (a) thereafter successively renew its enrollment in the Advantage plan with one or more twelve (12) months periods ("Renewal"), or (b) already at the time of purchase of License(s) under this Agreement also purchase an extended enrollment in the Advantage plan for up to five (5) year. Both alternatives in (a) and (b) herein subject always to payment of the applicable Advantage Fee according to price list.

The duration of the initial period of Licensee's enrollment in the Advantage plan will be stated in the License Statement. Any Renewal or Extension by Licensee of its enrollment in Trirand's Advantage plan must be made for the complete License and include the same number of Developers and/or Customer Installations (as applicable) as set out in the License Statement.

10 Warranties and representation

10.1 Scope

Trirand's warranties and representations in this clause 10 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.

11 Limitation of Liability

All Software and maintenance and support services 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, SHALL EITHER PARTY 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 intellectual property rights provided that:

- i. The Licensee promptly notifies Trirand of the claim;
- ii. Notwithstanding the above Trirand shall have sole control of the defense and all related settlement negotiation in the case of legal proceedings;
- iii. 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. u

13 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Republic of Bulgaria.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, Parties shall seek to solve amicably through negotiations. If the Parties do not reach an amicable solution within two (2) weeks, any dispute, controversy or claim shall be finally settled by the regular courts of Republic of Bulgaria.

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 14) shall survive for a period of 3 years after 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.