

End User License Agreement

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON: USE CONTAINED IN SECTION 2; TRANSFERABILITY IN SECTION 5; WARRANTY IN SECTION 7 AND 8; AND LIABILITY IN SECTION 9. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE.

1. Definitions.

“Computer” means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

“Designated Equipment” means: (i) the individual computer on which the Product is first installed; or (ii) for Floating License, the computer server on which the license manager is first installed and the number of individual computers for which applicable license fees have been paid.

“Designated Server” means a computer system that is owned or controlled by User at the location specified in the Product Order Form, and designated as the computer system on which the Product will be used.

“Designated Site” means an area within a thirty (30) mile radius of the street address where the Designated Equipment resides.

“Documentation” means information provided by Trinnoventions LLC which describes Trinnoventions LLC’s proprietary software product(s), its operation and use, and any updated, improved or modified version(s) of such materials, in written or other tangible form, or provided by electronic means. Documentation includes manuals, User guides, tutorials and on-screen User assistance available in the use of the Product.

“Error” means any reproducible failure of the Product to operate and perform substantially in accordance with the applicable Documentation.

“Floating License” means a license that permits use of the Product on more than one (1) computer.

“Intellectual Property Rights” means worldwide patents, patent rights, copyrights, trade secrets, trademarks, service marks, mask works and applications for any of the foregoing.

“License Key” means a physical or electronic activation key provided by Trinnoventions LLC which identifies: (i) the Product, including version number and quantity licensed to User; (ii) the Designated Server; and (iii) the codes which User must input to initialize use of the Product on the Designated Server.

“License Term” means the license period(s) of the Products licensed under this Agreement, as specified in the applicable Product Order Form.

“Permitted Number” means one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by Trinnoventions LLC.

“Product(s)” means the executable code version of Trinnoventions LLC proprietary software, and any support Documentation made generally available by Trinnoventions LLC for the applicable Product. Products licensed under this Agreement shall include any Updates, minor improvements or modifications to the Products hereafter provided by Trinnoventions LLC.

“Purchase Order” means User’s purchase order document accepted by Trinnoventions LLC. Only standard variable terms such as price, quantity, delivery, date, site location, shipping instructions (and, if applicable, tax exempt status) are to be specified on each Purchase Order, including the license fees and payment terms set forth in the Product Order Form. Any other terms which amend, add or contradict the terms and conditions of this Agreement or the Product Order Form shall be deemed null and void.

“Product Order Form(s)” means a document provided by Trinnoventions LLC which specifies (i) the licensed Products; (ii) the License Term of such licensed Products; (iii) the license fees; (iv) the payment terms; (v) the Designated Server and its location; and (vi) any other applicable terms. In the event of a conflict between the terms and conditions of this Agreement and the Product Order Form, this Agreement shall control except for the specified terms listed in (i) through (vi) above. The terms of each accepted order shall be reflected in a corresponding Product Order Form, which shall form a part of this Agreement. Any additional order submitted by Licensee and accepted by Trinnoventions LLC after the Effective Date of the Agreement, either for (a) new Products

or (b) additional licenses of Products already licensed, shall be specified in a subsequent Product Order Form. “Software” means (a) all of the contents of the files or other media with which this Agreement is provided, including but not limited to (i) Trinnovations LLC or third party computer information or software; (ii) digital images, stock photographs, clip art, sounds or other artistic works (“Stock Files”); (iii) related explanatory written materials or files (“Documentation”); and (iv) fonts; and (b) upgrades, modified versions, updates, additions, and copies of the Software, if any, licensed to you by Trinnovations LLC (collectively, “Updates”).

“Trinnovations LLC.” means Trinnovations Limited Liability Corporation (LLC), a California corporation, 2 27232 Via Industria, Suite A, Temecula, CA 92590.

“Use” or “Using” means to access, install, download, copy or otherwise benefit from using the functionality of the Software in accordance with the Documentation.

“User” or “Licensee” means the person or entity that has appropriate right to access, install, download, copy, or otherwise benefit from the functionality of the Software in accordance with the Documentation, paid respective fees as outlined by this Agreement, and accepted terms of this Agreement.

2. Software License. As long as you comply with the terms of this End User License Agreement (the “Agreement”), Trinnovations LLC grants to you a non-exclusive license to use the Software for the purposes described in the Documentation.

2.1. General Use. You may install and use a copy of the Software on your compatible computer, up to the Permitted Number of computers; or

2.2. Server Use. You may install one copy of the Software on your computer file server for the purpose of downloading and installing the Software onto other computers within your internal network up to the Permitted Number or you may install one copy of the Software on a computer file server within your internal network for the sole and exclusive purpose of using the Software through commands, data or instructions (e.g. scripts) from another computer on your internal network, provided that the total number of Users that access or use the Software on such computer file server, does not exceed the Permitted Number. No other network use is permitted, including but not limited to, using the Software either directly or through commands, data or instructions from or to a computer not part of your internal network, for internet or web hosting services or by any User not licensed to use this copy of the Software through a valid license from Trinnovations LLC; and

2.3. Backup Copy. You may make one backup copy of the Software, provided your backup copy is not installed or used on any computer. You may not transfer the rights to a backup copy unless you transfer all rights in the Software as provided under Section 4.”

2.4. Home Use. You, as the primary User of the computer on which the Software is installed, may also install the Software on one of your home computers. However, the Software may not be used on your home computer at the same time the Software on the primary computer is being used.

3. Updates. Certain Software utilize content that is updated from time to time (these updates are collectively referred to as “Updates”). You shall have the right to obtain Updates for a period of 12 months or the length of your license agreement as specified on the Purchase Order Form, whichever length is less, assuming your license is current and paid. The right to Updates is not guaranteed for those Updates that Trinnovations LLC elects to make available by separate paid subscription. Trinnovations LLC reserves the right to designate specified Updates as requiring purchase of a separate subscription at any time and without notice to you, the User or Licensee. This License does not otherwise permit User to obtain and use Updates.

4. Intellectual Property Rights. The Software and any copies that you are authorized by Trinnovations LLC to make are the intellectual property of and are owned by Trinnovations LLC and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Trinnova-

tions LLC and its suppliers. The Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You may not copy the Software, except as set forth in Section 2 (“Software License”). Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. You agree not to modify, adapt or translate the Software. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent you may be expressly permitted to decompile under applicable law, it is essential to do so in order to achieve operability of the Software with another software program, and you have first requested Trinnovations LLC to provide the information necessary to achieve such operability and Trinnovations LLC has not made such information available. Trinnovations LLC has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by Trinnovations LLC or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software. Requests for information should be directed to the Trinnovations LLC Customer Support Department. Trade names and or Trademarks (“hereafter Trademarks”) shall be used in accordance with accepted trademark practice, including identification of trademarks owners’ names. Trademarks can only be used to identify printed output produced by the Software and such use of any trademark does not give you any rights of ownership in that trademark. Except as expressly stated above, this Agreement does not grant you any intellectual property rights in the Software.

5. Transfer. You may not rent, lease, sublicense or authorize all or any portion of the Software to be copied onto another User’s computer except as may be expressly permitted herein. You may, however, transfer all your rights to use the Software to another person or legal entity provided that: (a) you also transfer each this Agreement, the Software and all other software or hardware bundled or pre-installed with the Software, including all copies, Updates and prior versions, to such person or entity; (b) you retain no copies, including backups and copies stored on a computer; and (c) the receiving party accepts the terms and conditions of this Agreement and any other terms and conditions upon which you legally purchased a license to the Software. Notwithstanding the foregoing, you may not transfer education, pre-release, or not for resale copies of the Software.

6. Multiple Environment Software / Multiple Language Software / Multiple Copies / Bundles / Updates. If the Software supports multiple platforms or languages, if you receive the Software on multiple media, if you otherwise receive multiple copies of the Software, or if you received the Software bundled with other software, the total number of your computers on which all versions of the Software are installed may not exceed the Permitted Number. You may not rent, lease, sublicense, lend or transfer any versions or copies of the Software you do not use. If the Software is an Update to a previous version of the Software, you must possess a valid license to such previous version in order to use the Update. You may continue to use the previous version of the Software on your computer after you receive the Update to assist you in the transition to the Update, provided that: the Update and the previous version are installed on the same computer; the previous version or copies thereof are not transferred to another party or computer unless all copies of the Update are also transferred to such party or computer; and you acknowledge that any obligation Trinnovations LLC may have to support the previous version of the Software may be ended upon availability of the Update.

7. LIMITED WARRANTY. Trinnovations LLC warrants to the person or entity that first purchases a license for the Software for use pursuant to the terms of this license that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following receipt of the Software when used on the recommended hardware configuration. Non-substantial variations of performance from the Documentation does not establish a warranty right. THIS LIMITED WARRANTY DOES NOT APPLY TO UPDATES, PRE-RELEASE, TRYOUT, PRODUCT SAMPLER, OR NOT FOR RESALE (NFR) COPIES OF SOFTWARE. Further instructions on the procedures and policies to make a warranty claim are explained in our refund policy which is Item 14. of this agreement. Your exclusive remedy shall be limited to either, at Trinnovations LLC’s op-

tion, the replacement of the Software or the refund of the license fee you paid for the Software. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. For further warranty information, please see the jurisdiction specific information at the end of this Agreement, if any, or contact Trinnovations LLC's Customer Support Department.

8. **DISCLAIMER.** THE FOREGOING LIMITED WARRANTY STATES THE SOLE AND EXCLUSIVE REMEDIES FOR TRINNOVATIONS LLC'S OR ITS SUPPLIER'S BREACH OF WARRANTY. TRINNOVATIONS LLC AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, TRINNOVATIONS LLC AND ITS SUPPLIERS MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

9. **LIMITATION OF LIABILITY.** IN NO EVENT WILL TRINNOVATIONS LLC OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN TRINNOVATIONS LLC REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. TRINNOVATIONS LLC'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. Nothing contained in this Agreement limits Trinnovations LLC's liability to you in the event of death or personal injury resulting from Trinnovations LLC's negligence or for the tort of deceit (fraud). Trinnovations LLC is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this Agreement, if any, or contact Trinnovations LLC's Customer Support Department.

10. **Export Rules.** You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

11. **Governing Law.** This Agreement will be governed by and construed in accordance with the substantive laws in force: (a) in the State of California, if a license to the Software is obtained when you are in the United States, Canada, or Mexico; or (b) in Japan, if a license to the Software is obtained when you are in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanzi, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) England, if a license to the Software is purchased when you are in any other jurisdiction not described above. The respective courts of Riverside County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of England, when the law of Eng-

land applies, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

12. General Provisions. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by a writing signed by an authorized officer of Trinnovations LLC Updates may be licensed to you by Trinnovations LLC with additional or different terms. This is the entire agreement between Trinnovations LLC and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

13. Notice to U.S. Government End Users. The Software and Documentation are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end Users (a) only as Commercial Items and (b) with only those rights as are granted to all other end Users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Trinnovations LLC, 27232 Via Industria, Suite A, Temecula, CA, 92590, USA. For U.S. Government End Users, Trinnovations LLC agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

14. Compliance with Licenses. If you are a business or organization, you agree that upon request from Trinnovations LLC or Trinnovations LLC’s authorized representative, you will within thirty (30) days fully document and certify that use of any and all Trinnovations LLC Software at the time of the request is in conformity with your valid licenses from Trinnovations LLC.

15. REFUND POLICY. Products purchased that are downloadable are NOT refundable; however, Trinnovations LLC reserves the right to award refunds to a customer on a per case basis. Under no circumstances will a refund be awarded that exceeds the purchase price of the product. Before contacting us for a refund, please contact our customer support department to try and solve the problem that you have. You may contact us by sending us a message through the following webpage: <http://synq.trinnovations.com/contact.html>; via email at info@trinnovations.com ; or via phone at 951-719-3787.

In order to qualify for a refund, you must provide your correct e-mail address and/or mailing address to Trinnovations LLC. Trinnovations LLC will not be liable for any claims of non-receipt of merchandise, and/or non-receipt of a “Refund Claim Form” that was a result of an incorrect email address and/or mailing address provided by you to Trinnovations LLC. The customer is responsible for providing a correct/working e-mail or mailing address.

Fraudulent Credit Card Charges or Fraudulent Claims - All requests to negate charges are investigated by our technical department and legal department. If you make a fraudulent claim of unauthorized card usage, we will report this to the credit card services. This report may result in cancellation of your card services, put negative information on your credit report, and create possible criminal charges that may be filed against you.

THERE ARE ABSOLUTELY NO CANCELLATIONS OF ONLINE ORDERS THAT HAVE BEEN PROGRAMMED FOR IMMEDIATE DOWNLOAD ACCESS. NOR WILL WE ACCEPT CLAIMS OF MISSING

THE IMMEDIATE ONLINE LINKS THAT WERE PROVIDED TO YOU TO DOWNLOAD YOUR ORDER. THERE ARE NO EXCEPTIONS TO THIS CANCELLATION POLICY.

Trinnovations LLC reserves the right to modify this Refund Policy at its sole discretion, or against any customer it believes is abusing this policy. Any such revision or change will be binding and effective immediately after posting of the revised Refund Policy on Trinnovations LLC Web sites. You agree to periodically review our Web sites, including the current version of our Refund Policy. Our refund policy is made available on our Web sites. It is your obligation to review our refund policy for any such revisions.

16. Pre-release Product Additional Terms. If the product you have received with this license is pre-commercial release or beta Software (“Pre-release Software”), then the following Section applies. To the extent that any provision in this Section is in conflict with any other term or condition in this Agreement, this Section shall supersede such other term(s) and condition(s) with respect to the Pre-release Software, but only to the extent necessary to resolve the conflict. You acknowledge that the Software is a pre-release version, does not represent final product from Trinnovations LLC, and may contain bugs, errors and other problems that could cause system or other failures and data loss. Consequently, the Pre-release Software is provided to you “AS-IS”, and Trinnovations LLC disclaims any warranty or liability obligations to you of any kind. WHERE LIABILITY CANNOT BE EXCLUDED FOR PRE-RELEASE SOFTWARE, BUT IT MAY BE LIMITED, TRINNOVATION LLC’S LIABILITY AND THAT OF ITS SUPPLIERS SHALL BE LIMITED TO THE SUM OF FIFTY DOLLARS (U.S. \$50) IN TOTAL. You acknowledge that Trinnovations LLC has not promised or guaranteed to you that Pre-release Software will be announced or made available to anyone in the future, Trinnovations LLC has no express or implied obligation to you to announce or introduce the Pre-release Software and that Trinnovations LLC may not introduce a product similar to or compatible with the Pre-release Software. Accordingly, you acknowledge that any research or development that you perform regarding the Pre-release Software or any product associated with the Pre-release Software is done entirely at your own risk. During the term of this Agreement, if requested by Trinnovations LLC, you will provide feedback to Trinnovations LLC regarding testing and use of the Pre-release Software, including error or bug reports. If you have been provided the Pre-release Software pursuant to a separate written agreement, such as the Trinnovations LLC Serial Agreement for Unreleased Products, your use of the Software is also governed by such agreement. You agree that you may not and certify that you will not sublicense, lease, loan, rent, assign or transfer the Pre-release Software. Upon receipt of a later unreleased version of the Pre-release Software or release by Trinnovations LLC of a publicly released commercial version of the Software, whether as a stand-alone product or as part of a larger product, you agree to return or destroy all earlier Pre-release Software received from Trinnovations LLC and to abide by the terms of the license agreement for any such later versions of the Pre-release Software. Notwithstanding anything in this Section to the contrary, if you are located outside the United States of America, you agree that you will return or destroy all unreleased versions of the Pre-release Software within thirty (30) days of the completion of your testing of the Software when such date is earlier than the date for Trinnovations LLC’s first commercial shipment of the publicly released (commercial) Software.

17. TEMPORARY LICENSE

At its sole discretion, Trinnovations LLC may grant User a temporary use license (“Temporary License”) either for (i) new Product or (ii) an additional license for Product licensed under this Agreement. Any Temporary License granted shall be subject to the terms and conditions of this Agreement. Trinnovations LLC reserves the right to charge applicable fees for such Temporary License. The duration period of such Temporary License shall be (i) as specified in the applicable License Key; or (ii) on Trinnovations LLC’s written demand. In no event shall the use of such Temporary License exceed thirty (30) days from the delivery date of the Product, unless otherwise approved in writing by Trinnovations LLC.

18. MAINTENANCE AND SUPPORT

18.1 User may purchase annual Maintenance and Support (“Maintenance”) for the Products licensed pursuant to this Agreement. Maintenance for the first year of the License Term of Products licensed under this Agreement, as specified in the applicable Product Order Form, shall be voluntary. Thereafter, Maintenance can be automatically renewed for additional one (1) year term during the License Term of the Products licensed, unless User: (i) fails to pay for renewal of such Maintenance within thirty (30) days from the date of invoice; or (ii) provides Trinnovations LLC with written notice of User’s intention not to renew. Trinnovations LLC may, at its sole discretion, choose not to reinstate Maintenance if not renewed by User. Trinnovations LLC may suspend or terminate Maintenance immediately if User breaches its payment obligations or if User breaches Sections 2-5 of this Agreement.

18.2 Designated Contact. User shall designate in writing a contact who shall be responsible for coordinating Maintenance with Trinnovations LLC (“Designated Contact”) or an alternate contact in the event that Designated Contact is unavailable (“Alternate Contact”). Designated Contact and Alternate Contact may be changed by User by providing Trinnovations LLC with prior written notice.

18.3 Assistance from User. User shall provide Trinnovations LLC, at no charge, with reasonable access to all necessary personnel to resolve questions relating to problems reported by User. User acknowledges that Trinnovations LLC may be unable to correct Error in accordance with Section 18.4 unless User provides Trinnovations LLC with the results of internal testing, bug reports, router configuration files and other related information relating to User’s installation and use of the Product. User also agrees to promptly implement all Error corrections and Update provided by Trinnovations LLC under this Agreement.

18.4 Maintenance Coverage. Trinnovations LLC shall use reasonable commercial efforts to correct Error with a level of effort commensurate with the severity of the Error. Trinnovations LLC shall have no obligation to correct any error not attributable to it. Error attributable to Trinnovations LLC shall be such error that is reproducible by Trinnovations LLC on unmodified Product. Upon identification of any Error, the Designated Contact or Alternate Contact shall file an error report which provides Trinnovations LLC with sufficient information to identify and reproduce the Error. Upon identification and reproduction of such Error, Trinnovations LLC shall use reasonable efforts to respond in accordance with the following guidelines:

Level 1 (Critical): A “Critical Error” is an Error that materially impairs critical functions of the Product and directly impacts User’s tapeout, and for which no Workaround, as defined hereunder, is available. Trinnovations LLC shall initiate the following procedures: (i) promptly assign Trinnovations LLC personnel to correct the Error; (ii) provide ongoing communication regarding the status of such corrections; and (iii) promptly commence to provide a Workaround or a fix. Trinnovations LLC shall respond within twenty-four (24) hours for a Critical Error.

Level 2 (Urgent): An “Urgent Error” is an Error that is not a “Critical Error” but which causes important features of the Product to be unavailable. Trinnovations LLC shall: (i) promptly assign personnel to analyze the nature and implications of the Error; (ii) provide escalation procedures as reasonably determined by Trinnovations LLC support staff; and (iii) promptly commence to provide a Workaround or fix for such Error. Trinnovations LLC shall use reasonable commercial efforts to include a final resolution of the Error in the next scheduled release. “Workaround” shall mean: (i) a modification to the Product; or (ii) a change in the way User accomplishes a task using the Product, any of which may be of a temporary nature but accomplishes the objective of resolving a problem in User’s use of the Product. In the event that Trinnovations LLC is unable to identify and reproduce a reported Error, Trinnovations LLC shall notify User, and Trinnovations LLC and User shall mutually determine the next course of action to be taken. In the event that Trinnovations LLC can demonstrate a solution is not available for a reported Error, Trinnovations LLC shall be relieved of any obligation to correct the Error under this Agreement. Trinnovations LLC shall respond within forty-eight (48) hours for an Urgent Error.

Level 3 (Standard): A “Standard Error” is any Error other than a Critical or Urgent Error. Trinnovations LLC may

include the fix for such Error in the next scheduled release. Trinnovations LLC shall respond within seventy-two (72) hours for a Standard Error.

18.5 Telephone/E-Mail Support. Trinnovations LLC shall provide telephone and e-mail technical support regarding the installation and use of the Product. Except for designated holidays, standard telephone and e-mail support hours are Monday through Friday, 9 a.m. to 5 p.m., local time. Trinnovations LLC shall use reasonable commercial efforts to respond to e-mail within one (1) business day.

18.6 Exclusions to Maintenance. Trinnovations LLC shall have no obligation to support: (i) any Product if User has elected not to renew Maintenance; (ii) altered, damaged or substantially modified Product not caused or modified by Trinnovations LLC; (iii) Product that is not the then-current or previous sequential release, where such release was made available at no additional charge to User under this Agreement; (iv) Errors caused by User's negligence, misuse, misapplication or hardware malfunction; (v) use of the Product not in accordance with the Documentation or Trinnovations LLC-provided training, or other causes beyond Trinnovations LLC's reasonable control; (vi) Product installed in a hardware or operating environment not compatible with the Product; (vii) third party components; (viii) Product installed or not used in accordance to the parameters set forth in the applicable License Key; or (ix) use of the Product outside the scope of this Agreement.

19. PAYMENTS

19.1 Payment for Products and Maintenance. User shall pay Trinnovations LLC the fees for licensed Products and Maintenance as set forth in the applicable Product Order Form. Such fees shall be due and payable net thirty (30) days from the date of invoice. All fees shall be deemed overdue if such fees remain unpaid thirty (30) days after the payment due date and shall be subject to late penalty fees equal to one percent (1%) per month from the due date until such amount is paid. For any additional Product licensed under this Agreement after the Effective Date, User shall pay Trinnovations LLC the then-current list price for such Product (or such other license fees as may be mutually agreed to in writing by the parties) as set forth in the applicable Product Order Form, which fees shall be due net thirty (30) days from the date of invoice. All payments shall be made in United States currency.

19.2 Maintenance Fees. Annual Maintenance fees shall be twenty percent (20%) of the then-current list price of all licensed Products. The fees for such Maintenance shall be due and payable net thirty (30) days from the invoice date.

19.3 Additional Services. In the event User purchases any additional consulting or training services ("Services"), User shall pay Trinnovations LLC the applicable fees for such Services at the specified time and in the amount set forth in the applicable invoice.

19.4 Taxes. User shall be responsible for, and shall promptly pay all tariffs, duties and taxes of whatever nature (including without limitation, sales, use taxes, excise, personal property) imposed by any government which arise from this Agreement or use of the Product, except for such taxes which are solely based on Trinnovations LLC's net income.

19.5 Delivery. Trinnovations LLC shall deliver all copies of the Products licensed under this Agreement by electronic transmission or certified mail.

If you have any questions regarding this Agreement or if you wish to request any information from Trinnovations LLC please use the address and contact information included with this product to contact the Trinnovations LLC.

Trinnovations and SynQ are either registered trademarks or trademarks of Trinnovations LLC in the United States and/or other countries.