Datatrend Partner Agreement
BETWEEN
Partner (A SUBCONTRACTOR)
AND
Datatrend Technologies, Inc. (PRIME CONTRACTOR)

This Datatrend Partner Agreement (the "Agreement") is by and between Datatrend Technologies, Inc. ("Datatrend"), a Minnesota corporation with its principal place of business at 121 Cheshire Lane, Suite 700, Minnetonka, MN 55305 and "**Partner,**" as defined within the applicable Statement of Work, proposal, or similar instrument (a "**SOW**") referencing this Agreement. This Agreement is effective upon the date of Partner's acceptance of such SOW (the "**Effective Date**"), whether by issuance of a purchase order, signature, or other manifestation of Partner's assent. Datatrend and Partner may hereinafter individually be referred to as a "**Party**" and collectively referred to as the "**Parties**."

Datatrend and Partner wish to enter into a partner relationship whereas either Datatrend or Partner could be considered the ("Prime Contractor") or the ("Subcontractor"). Prime Contractor desires to contract services from Subcontractor to address the specific needs of their clients. The specific terms of each engagement will be established prior to the actual client engagement and reflected in the SOW. The Prime Contractor will be the firm owning the client relationship. The Subcontractor would be the firm providing services to the Prime Contractor. The roles of Prime Contractor and Subcontractor could reverse as determined by each engagement.

1. Relationship of Parties.

The rules of engagement are very important to maintain a harmonious business relationship. The Prime Contractor has account control as it relates to the specific client engagement. This specifically means that the Subcontractor will not engage the client in a sales or consulting role to compete for services that the Prime Contractor is engaged in selling or performing services to fulfill the client engagement.

During the term of this Agreement and for a period of one (1) year thereafter, Partner agrees that they shall not, directly or indirectly through any other entity, solicit or otherwise seek to provide to any Datatrend client to which Partner has been introduced by Datatrend, or to any Datatrend client to which Partner has delivered services on behalf of Datatrend hereunder, products or services similar to those provided by Datatrend, directly or indirectly, to such client during the term of this Agreement or during the twelve (12) month period immediately preceding or following the same. Companies for which Partner has performed services prior to engagement hereunder by Datatrend shall be exempt from this provision to the extent of such prior engagements and only to the extent such prior engagement can be substantiated with authentic, written business records.

Both Parties agree not to use the other Party's name for advertising, public relations, or marketing purposes, including releases to the media, without the other Party's prior written consent.

Neither Party shall have any authority to act, or attempt to act, or represent itself, directly or by implication, as an agent of the other or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the other, nor shall either be deemed the agent to employee of the other.

The initial Term of this Agreement shall be one (1) year from the effective date and shall automatically renew on the anniversary date unless terminated by either Party with thirty days (30) prior written notice. Either Party may cancel this contract with thirty (30) days prior written notice in the event of breach of

the terms of this Agreement by the other Party, except that the Party in breach shall have the right, during that 30-day period, to cure the claimed breach or default. The contract will be terminated immediately and without prior written notice if there is: (a) a consolidation, merger or reorganization of the other Party with or into another corporation or entity; (b) creation of a new majority interest in, or change in majority ownership of, the other Party; (c) a sale of all or substantially all of the assets of the other Party.

Both Parties are independent contractors acting on their own account, and neither Party nor its employees are authorized to make any representation otherwise or any commitment on the other Party's behalf unless previously authorized by such Party in writing. Neither Party is responsible to any end user for the quality of services or products provided by the other Party.

2. Intellectual Property Rights.

Both Parties herein acknowledge that title to all intellectual property rights owned prior to or developed outside of the activities under this agreement, including patent, copyright, trademark, and trade secret rights in Software Products, including any modifications, enhancements, versions, releases, or correction levels thereto, Program Concepts including literal or non-literal structure, sequence and organization, training materials, literature, and other related materials shall remain exclusively with its respective Party, and that by virtue of this Agreement, no such rights have been transferred, licensed, granted, assigned or acquired by the other Party.

For those activities under this agreement in which Subcontractor performs a leading role in developing any plans, designs, methods or other valuable intellectual property or products (tangible or intangible), Subcontractor shall thereby establish and retain the right of ownership of those items and will, however, grant an indefinite right of use to Prime Contractor. Items of intellectual property belonging to Subcontractor that are used or provided to the benefit of activities under this agreement will remain the sole property of Subcontractor. For other activities under this agreement in which Subcontractor does not perform a leading role, sole title of all resulting intellectual property shall remain with Prime Contractor.

Notwithstanding the foregoing, both Parties agree to grant title to all intellectual property rights to the Prime Contractor's end client for any and all deliverables created during the course of said client's engagement, if required by that client, without requiring express permission of Subcontractor.

Except as expressly permitted herein, neither Party has the right to use or display any other names, trademarks, trade names, logos or service marks of the other Party, except to identify the products and associated services of the other Party to the extent obligations are undertaken pursuant to this Agreement.

3. Confidentiality

Each Party acknowledges that, during the term of this Agreement, it may receive Proprietary Information from the other Party. Neither Party shall disclose, provide or otherwise make available to any third party (including any prospective client) any Proprietary Information of the other Party and shall utilize such Proprietary Information on an internal organization need-to-know basis only to the extent necessary to effect the provisions and purposes of, and as expressly contemplated under the terms of, this Agreement.

Each Party agrees that it will protect the Proprietary Information of the other Party through the exercise of no less protection and care than it customarily uses in safeguarding its own confidential and proprietary information which it desires to retain in confidence, but always at least a reasonable degree of care. Disclosure of the other Party's Proprietary Information to employees shall only be made on a need-to-know basis. Further, each Party shall advise their employees of the confidential nature of Proprietary Information, to ensure by agreement or otherwise that such employees are prohibited from copying, revealing or using such Proprietary Information except to the extent required to carry out the Parties' obligations under this Agreement, and to require that Proprietary Information be kept in a secure location. Each Party will promptly notify the other if it believes that Proprietary Information has lost its status as such. The foregoing shall not prohibit or limit a Party's use of information, including but not limited to ideas, concepts, know how, techniques and methodologies, which: (i) is or become publicly

available through no act of failure to act of the receiving Party; (ii) is released by the disclosing Party to any other person, firm or entity without restriction; (iii) rightfully obtained by the receiving Party without restriction; (iv) is released by the receiving Party into the public domain in response to lawful legal process and with prior notice to the other Party; (v) is rightfully already known to or is independently developed by the receiving Party prior to disclosure; or (vi) is or becomes part of the public domain through no breach of the confidentiality provisions of this Agreement.

4. <u>Insurance Requirements</u>. Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability. Subcontractor shall provide to Prime Contractor a copy of their Certificates of Insurance and name Prime Contractor as an additional insured Party and shall be primary to any and all other insurance for Prime Contractor.

   4.1. Commercial General Liability (CGL) with limits of Insurance not less than $1,000,000 each occurrence, $1,000,000 Personal Injury and Advertising Injury, $2,000,000 Products/Completed and $2,000,000 Annual General Aggregate.

   a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall relate separately to each project.

   b. CGL coverage shall be written on an ISO occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

   c. Datatrend shall be included as insured on the CGL, using an ISO additional Insured Endorsement form or an endorsement providing equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

   d. Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least two years after completion of the work.

   4.2. Umbrella Insurance - Umbrella Liability Insurance must be maintained in an amount not less than $5,000,000, in excess of the commercial general liability, employer's liability, and commercial auto liability.

   4.3. Professional Insurance – Professional Liability (Errors & Omissions) with a minimum limit of $3,000,000 aggregate, covering the liability for financial loss due to error, omission, negligence of employees and machine malfunction, including unintentional breach of contract.

   4.4. Commercial Automobile Liability - Commercial Automobile Liability covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage liability.

   4.5. Workman's Compensation and Employers Liability - Employers Liability Insurance limits of at least $1,000,000 each accident for bodily injury by accident and $1,000,000 each employee for injury by disease.

   4.6. Insurance required of Partner will be endorsed to name Datatrend as an additional insured and will be primary and non-contributing with respect to any insurance or self-insurance that may be maintained by Datatrend. As of the Effective Date and annually thereafter, Partner shall cause its insurers to issue certificates of insurance evidencing that the coverage and policy endorsements required under this Agreement are maintained in force and that not less than thirty (30) days written notice must be given to Datatrend prior to any modification, cancellation or non-renewal of the policies. Partner shall use admitted carriers and those having an A.M. Best rating of "A" or better.

4.7. Waiver of Subrogation - Partner waives all rights against Datatrend, and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability or worker's compensation and employer's liability insurance maintained per requirements stated above.

5. Indemnification

Each Party will indemnify, defend, and hold harmless the other Party including the other Party's affiliates, directors, officers, managers, employees, contractors, agents, licensors, and any third party vendors and service providers from and against any claim, action, loss, liability, damage, penalty, cost or expense (including reasonable legal fees for attorneys, witnesses, and defense) that the Party may suffer or incur as a result of:

(a) Any clients' use of the Services;
(b) The other Party's use of the Services;
(c) Any failure by the other Party to comply with the terms of this Agreement;
(d) Any representation or warranty made by the other Party, its employees, contractors, or agents being false or misleading;
(e) Any gross negligence or willful misconduct of the Party, its employees, contractors, or agents;
(g) Any alleged or actual violations by the other Party of any law, regulation or rule; or
(h) Any other act or omission of either Party, its employees, contractors, or agents.

6. Warranties

Subcontractor warrants that:

(a) It is a company in good standing and shall properly maintain all licenses, permits, and other corporate documentation required by law.

(b) It will perform all tasks and services assigned to them in the applicable SOW in a professional and workmanlike manner in accordance with generally recognized industry standards.

(c) It will provide sufficient personnel to complete the services and provide the deliverables described in the applicable SOW and further warrants that such personnel shall have sufficient skill, knowledge and training to provide such services and deliverables.

7. Infringement

The Subcontractor will defend and indemnify the Prime Contractor against a claim that any information, design, specification, instruction, software, or material furnished by the Subcontractor ("Material") and delivered to Prime Contractor's client in connection with either the provision or the receipt of the services or deliverables hereunder infringes a third party's copyright, patent, or other intellectual property right provided that: (a) the Prime Contractor notifies the Subcontractor promptly of the claim, which in no event shall be after the deadline to respond to the claim expires; (b) the Subcontractor has sole control of the defense and all related settlement negotiations; and (c) the Prime Contractor provides the Subcontractor with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the Prime Contractor in providing such assistance will be reimbursed by the Subcontractor. The Subcontractor shall have no liability for any claim of infringement resulting from: (i) the Prime Contractor or Prime Contractor's client's use of a superseded or altered release of some or all of the Material if infringement would have been avoided by the use of a subsequent unaltered release of the Material which is provided to the Prime Contractor and their client; (ii) the Prime Contractor and Prime Contractor's client combination, operation, or use of the Material with any programs or services not supplied by Subcontractor if infringement would have been avoided by the combination, operation, or use of Material without such particular programs or services; or (iii) any information, design, specification, instruction, software, services, or material not furnished by the Subcontractor.

In the event that some or all of the Material is held or is believed by the Subcontractor to infringe, the Subcontractor shall have the option, at their expense, (a) to modify the Material to be non-infringing; (b) to obtain for the Prime Contractor or Prime Contractor's client a license to continue using the Material; or (c) to require return of the infringing Material and all rights thereto from the Prime Contractor. If Subcontractor's return materially affects Subcontractor's ability to meet their obligations under this Agreement, then Prime Contractor may, at their option and upon thirty (30) calendar days prior written notice to Subcontractor, terminate the Agreement and shall be entitled to recover the fees paid by Prime Contractor for that portion of the Material and for those Services provided to develop the Material which Prime Contractor cannot reasonably use as a consequence of Subcontractor's provision of infringing Material.

8.   Payment Terms

Prime Contractor assumes Accounts Receivable responsibility with the client. Subcontractor provides a per-project cost to Prime Contractor, who adds margin to calculate the sell price to client. Details of each engagement shall be reflected in the applicable SOW. Specific project costs will be negotiated and documented on a per-project basis. Subcontractor will invoice Prime Contractor monthly for actual work performed, or as documented in a project billing schedule. Payment to Subcontractor is due net 30, regardless of Accounts Receivable status of Prime Contractor. The Parties shall have the option to provide a lead to provide services directly to the identified client. The Parties will identify a fee (referred to as a "Lead Pass Fee") for the engagement. The Lead Pass Fee shall be identified in the applicable SOW for the specific engagement. No Lead Pass Fee shall be paid for any billable travel expenses incurred. Details of each engagement shall be reflected in the applicable SOW.

9.   Ethical Practices

Each Party hereto agrees to not employ, offer employment to or otherwise engage the services of any resource (Employee or Consultant), either directly or on the behalf of a client, of the other Party without the other Party's written consent during the Initial Term of this Agreement, any renewal term hereof and the twelve-month period immediately following its termination.

10.   Special Client Engagement Requirements

From time to time, client may require Prime Contractor to accept special contractual terms and conditions to which Prime Contractor is required to adhere during any engagement with said client. Subcontractor agrees to abide by any such client requirements and accepts responsibility for requesting of Prime Contractor if any such requirements exist for a given project. On request, Prime Contractor shall provide Subcontractor with any and all documents describing such requirements. It is at Subcontractor's sole discretion whether to accept a project from Prime Contractor where such requirements exist.

11.   General Provisions

11.1   Non-exclusivity. Nothing in this Agreement shall limit or restrict either Party from entering into or continuing any agreement or other arrangement with any other Party, whether similar to this Agreement in nature or scope. Moreover, each Party shall remain free to provide products and services to any client or prospective client so long as the terms of this Agreement are not violated.

11.2   Notices. All notices required to be given under this Agreement shall be delivered by reliable means to the addresses specified by authorized representatives of the Parties.

11.3   Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

11.4   Amendments. This Agreement may not be modified except by a writing signed by both Parties.

11.5   Severability. If any of the provisions of this Agreement are held invalid, such provisions shall be deemed severed and the remaining provisions shall remain in full force and effect.

11.6   Non-assignment. This Agreement may not be assigned or transferred, nor may rights or

obligations be delegated, without the prior written agreement of the Parties; notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties of this Agreement, as well as their respective permitted successors and assigns.

11.7 Security. In the event Partner performs services for Datatrend, Partner shall abide by the terms of the attached Exhibit A.

11.8 Waiver. Failure of any Party to enforce, in any one or more instances, any of the terms or conditions of this Agreement shall not be construed as a waiver of the future performance of any such terms or conditions.

11.9 Limitation of Liability. EXCEPT FOR CLAIMS ARISING OUT OF SECTIONS 3 AND 7, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTIES FOR ANY LOSS OF BUSINESS, LOSS OF PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF THE OTHER PARTY OR THIRD PARTY HAS BEEN APPRISED OF THE POSSIBILITY THEREOF, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSS RESULTING FROM USE OR OPERATION OF ANY SUPPLIED COMPUTER HARDWARE.

11.10 Subcontracting. Subcontractor shall not subcontract any of the services it provides hereunder without the prior written consent of the Prime Contractor, which consent shall not be unreasonably withheld. Subcontractor shall ensure that any authorized entity subcontracted to perform its obligations shall comply with the provisions of this Agreement.

11.11 No Endorsement. Execution of this Agreement does not, and shall not be construed to be, an endorsement by either Party of the products or services of the other Party.

11.12 Entire Agreement. This Agreement and any attachments hereto constitute the entire agreement of the Parties relating to the services hereunder and supersede all prior representations, proposals, discussions, and communications, whether oral or in writing.

<u>Exhibit A</u>

<u>Contractor & Business Associate Security Agreement</u>

I understand that Datatrend ("Company") for which I provide services has a legal and ethical responsibility to safeguard the confidentiality and privacy of its business (financial, marketing, architectural designs, service catalog and pricing, network and system information, etc.) and employee information and customer data (collectively, "Confidential Information") as a part of its mission.

I understand that I may come into the possession of Confidential Information, and will access and use this information only when it is necessary to perform my job related duties in accordance with Datatrend' Privacy and Information Security Policies. Datatrend provides these policies upon request. I further understand that I must comply with this Agreement in order to obtain or retain my authorization for access to Confidential Information or Datatrend systems.

General Rules

1. I will act in accordance with the Company's Code of Conduct at all times during my relationship with the Company.
2. I understand that I should have no expectation of privacy when using Company information systems. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that a violation of this agreement may result in disciplinary action, up to and including, termination of authorization to provide services on Datatrend behalf.

Protecting Confidential Information

1. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job.
2. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through any social media. I will only use such communication methods when explicitly authorized to do so in support of Datatrend business and within the permitted uses of Confidential Information by Datatrend.
3. I will not divulge, copy, release, sell, loan, alter or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Datatrend company standards as directed by a Datatrend employee.
4. I will not make any unauthorized transmissions, inquiries, modifications or purging of Confidential Information.
5. I will not transmit Confidential Information outside the Datatrend network unless I am specifically authorized to do so as part of my job responsibilities.
6. I will not copy or store Confidential Information on mobile or portable devices, or removable media such as laptops, cell phones, CDs, thumb drives, external hard drives, etc. unless specifically required to do so in accordance with my job assignment. If I do need to copy or store Confidential Information on such devices or media, I will encrypt the information and destroy such data in a timely manner when it is no longer applicable to the job assignment.

Following Appropriate Access

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will not attempt to bypass Datatrend security controls.
3. I will only access software systems that Datatrend has provided its consent and authorization. I will only review Confidential Information viewable in these systems on a business need to know.

Personal Security

1. I understand that I will be assigned a unique user ID to login and track my access and use of Confidential Information by that user ID is associated with my name.

2. I will not share my assigned user ID or password with any other person.

3. If I connect my Datatrend-authorized personal computer to the Datatrend network I will only use licensed software, and will ensure that the personal firewall is enabled and anti-virus software is enabled to protect the Datatrend network.

4. If assigned a Datatrend laptop, I will not install unauthorized software or disable/uninstall Datatrend-issued software.

5. I will not user tools or other techniques to break/exploit security measures implemented by Datatrend nor attempt to access systems not assigned to me to carry out my job assignment. I will practice good workstation security measures such as using screensavers with passwords and removing workstations from public view when working with Confidential Information.

6. I will immediately notify my Datatrend contact if:
   a. My password has been disclosed or otherwise compromised;
   b. My media with Confidential Information stored on it has been lost or stolen;
   c. I suspect a virus infection on any system;
   d. I am aware of any activity that violates this agreement, privacy and security policies; or
   e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Datatrend systems.

Upon Contract Termination

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Company.

2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Company.

3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Company.

By you or your company signing or having signed a mutual agreement with Datatrend to provide services on behalf of Datatrend that may include, the Independent Contractor Agreement, Master Services Agreement, Partner Agreement and/or Statement of Work, you are agreeing to the terms of this Exhibit A. Nothing in this Exhibit A shall be construed to imply any obligation or requirement of Datatrend to provide Subcontractor with access to Datatrend systems.