

MUTUAL NON-DISCLOSURE AGREEMENT

In consideration of the disclosure of proprietary information by FoodQuestTQ LLC, having a place of business at 7420 Hayward Road, Suite 104, Frederick, MD 21702, USA and Creme Software Ltd, of The Tower, Trinity Technology and Enterprise Campus, Grand Canal Quay, Dublin 2, Ireland to each other, the parties agree as follows:

1. As used in this Agreement, "Confidential Information" shall mean any and all technical or business information furnished or disclosed, in whatever form or medium, by or on behalf of one party to the other party including, but not limited to, product or service specifications, designs, drawings, prototypes, computer programs, models, business plans, marketing plans, financial data, financial statements, financial forecasts and statistical information. Confidential Information disclosed by either party to the other hereunder may be in written form or it may be electronically, orally or visually presented. If in written form, it shall be identified as Confidential Information by an appropriate legend indicating its proprietary or confidential nature. If disclosed orally or visually, it shall be identified by the disclosing party as proprietary Information at the time of disclosure and shall be confirmed as such by written summary mailed to the receiving party within thirty (30) days after the original disclosure.
2. Confidential Information disclosed by either party to the other hereunder shall be used by the receiving party solely in order to evaluate, discuss, and pursue a possible business relationship with each other. The parties agree for a period of five (5) years after receipt of Confidential Information under this Agreement:
 - A. To exercise the same degree of care with regard to the protection of Confidential Information as it uses in protecting and preserving its own confidential and proprietary information; and
 - B. To restrict the dissemination of Confidential Information to only those employees, contractors, consultants, affiliates, and subsidiaries that have a need to know such information in the performance of their duties related to the purpose of this Agreement and who are subject to an obligation to keep such information confidential.
3. The obligations of each party as set forth in this Agreement shall not apply to any information which:
 - A. Has become generally available in the public domain without breach of this Agreement;
 - B. The receiving party can establish by written documentation was in its possession prior to disclosure pursuant to this Agreement;
 - C. The receiving party can establish by written documentation was independently developed;
 - D. The disclosing party has disclosed to a third party without restriction;
 - E. The receiving party has received from a third party who is properly in possession thereof and who has not received the same through an agreement with the other party to maintain such information in confidence;
 - F. Is disclosed by the receiving party pursuant to the disclosing party's written approval; or
 - G. The receiving party is compelled to release by law or in the course of litigation by a third party, provided that the receiving party provides the disclosing party with written notice of such compulsion sufficiently in advance of disclosure so as to provide the disclosing party a reasonable time period to seek a protective order.
4. No rights are granted hereby except as expressly stated nor are any licenses under any patents or copyrights granted or to be implied by this Agreement. Neither party's Confidential Information may be copied except by express written permission of said party.
5. There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither party nor their licensors make any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of Confidential Information or any other information or data related thereto, or with respect to the use thereof by the other party.
6. In no event, whether as a result of breach of contract, breach of warranty, tort (including negligence) or otherwise, shall either party or their licensors be liable for any loss or damage arising out of the other party's use of Confidential Information or any part thereof, and each party agrees to indemnify the other against any such liability.

7. The Confidential Information disclosed may be subject to U.S. export control laws and regulations, and may be subject to export or import regulations in other countries. Recipient agrees that it will not export, re-export or transfer the Confidential Information, or any products developed with or utilizing the Confidential Information, in violation of any applicable laws or regulations of the United States or the country where the Confidential Information was obtained.
8. This Agreement shall be construed in accordance with the laws of the State of Maryland.
9. This Agreement is effective when duly signed by both parties and shall terminate two (2) years thereafter or two (2) weeks following written notice by either party to the other, whichever is first to occur. The obligations of Paragraph 2 above shall survive termination. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof. No change, modification, alteration or addition to any provision of this Agreement shall be binding unless in writing and signed by duly authorized representatives of both parties. This Agreement is not assignable by either party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative.

ThoughtQuest LLC (Company)

Creme Software Ltd.

Signature:

Signature:

Name:

John Hnatio

Name:

Cronan McNamara

Title:

Chief Science Officer

Title:

Chief Executive Officer

Date:

9-10-2012

Date:

7/9/2012 (September 7th)

MUTUAL NON-DISCLOSURE AGREEMENT

In consideration of the disclosure of proprietary information by FoodQuestTQ LLC, having a place of business at 7420 Hayward Road, Suite 104, Frederick, MD 21702, and MetricStream, Inc. having a place of business at 2600 East Bayshore Rd., Palo Alto, CA 94303 to each other, the parties agree as follows:

1. As used in this Agreement, "Confidential Information" shall mean any and all technical or business information furnished or disclosed, in whatever form or medium, by or on behalf of one party to the other party including, but not limited to, product or service specifications, designs, drawings, prototypes, computer programs, models, business plans, marketing plans, financial data, financial statements, financial forecasts and statistical information. Confidential Information disclosed by either party to the other hereunder may be in written form or it may be electronically, orally or visually presented. If in written form, it shall be identified as Confidential Information by an appropriate legend indicating its proprietary or confidential nature. If disclosed orally or visually, it shall be identified by the disclosing party as proprietary Information at the time of disclosure and shall be confirmed as such by written summary mailed to the receiving party within thirty (30) days after the original disclosure.
2. Confidential Information disclosed by either party to the other hereunder shall be used by the receiving party solely in order to evaluate, discuss, and pursue a possible business relationship with each other. The parties agree for a period of five (5) years after receipt of Confidential Information under this Agreement:
 - A. To exercise the same degree of care with regard to the protection of Confidential Information as it uses in protecting and preserving its own confidential and proprietary information; and
 - B. To restrict the dissemination of Confidential Information to only those employees, contractors, consultants, affiliates, and subsidiaries that have a need to know such information in the performance of their duties related to the purpose of this Agreement and who are subject to an obligation to keep such information confidential.
3. The obligations of each party as set forth in this Agreement shall not apply to any information which:
 - A. Has become generally available in the public domain without breach of this Agreement;
 - B. The receiving party can establish by written documentation was in its possession prior to disclosure pursuant to this Agreement;
 - C. The receiving party can establish by written documentation was independently developed;
 - D. The disclosing party has disclosed to a third party without restriction;
 - E. The receiving party has received from a third party who is properly in possession thereof and who has not received the same through an agreement with the other party to maintain such information in confidence;
 - F. Is disclosed by the receiving party pursuant to the disclosing party's written approval; or
 - G. The receiving party is compelled to release by law or in the course of litigation by a third party, provided that the receiving party provides the disclosing party with written notice of such compulsion sufficiently in advance of disclosure so as to provide the disclosing party a reasonable time period to seek a protective order.
4. No rights are granted hereby except as expressly stated nor are any licenses under any patents or copyrights granted or to be implied by this Agreement. Neither party's Confidential Information may be copied except by express written permission of said party.
5. There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither party nor their licensors make any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of Confidential Information or any other information or data related thereto, or with respect to the use thereof by the other party.
6. In no event, whether as a result of breach of contract, breach of warranty, tort (including negligence) or otherwise, shall either party or their licensors be liable for any loss or damage arising out of the other party's use of Confidential Information or any part thereof, and each party agrees to indemnify the other against any such liability.

7. The Confidential Information disclosed may be subject to U.S. export control laws and regulations, and may be subject to export or import regulations in other countries. Recipient agrees that it will not export, re-export or transfer the Confidential Information, or any products developed with or utilizing the Confidential Information, in violation of any applicable laws or regulations of the United States or the country where the Confidential Information was obtained.

8. This Agreement shall be construed in accordance with the laws of the State of Maryland.

9. This Agreement is effective when duly signed by both parties and shall terminate two (2) years thereafter or two (2) weeks following written notice by either party to the other, whichever is first to occur. The obligations of Paragraph 2 above shall survive termination. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof. No change, modification, alteration or addition to any provision of this Agreement shall be binding unless in writing and signed by duly authorized representatives of both parties. This Agreement is not assignable by either party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative.

ThoughtQuest LLC (Company)

MetricStream, Inc

Signature: _____

Signature: _____

Name: **John Hnatio**

Name: **Bill Williams**

Title: **Chief Science Officer**

Title: **Director of Finance**

Date: _____

Date: _____

CONFIDENTIALITY AND LIMITED USE LICENSE AGREEMENT

This agreement is entered into between FoodQuestTQ LLC, hereinafter referred to as "TQ", doing business at 7420 Hayward Road, Suite 104, Frederick, Maryland 21702 and **CapJem**, hereinafter referred to as the "Company", doing business at W14066 West Point Drive, Prairie du Sac, WI 53578.

WHEREAS, in connection with anticipated communications between the two named parties to this Agreement concerning the trial use of FoodDefenseTQ™ and Food Mapper™ under a limited use license (license statement attached), it is expected that TQ will disclose to the Company Confidential Information including but not limited to the FoodDefenseTQ and Food Mapper automated software tools.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:


1. The Company shall protect and keep confidential and shall not use for other purposes than those established in this Agreement, publish or otherwise disclose to third parties any and all Confidential Information of TQ. The obligation of confidentiality and restriction on use under this Agreement shall survive any termination of this Agreement.
2. By way of illustration, but not limitation, Confidential Information includes improvements, inventions, concepts, structures, formulas, techniques, processes, apparatus, know-how, and related data, clinical plans, business records, business or sales forecasts, financial information, patent applications or legal opinions and documents which are disclosed to the Company under this Agreement. Confidential Information may be supplied in written or oral form and may be identified as "confidential" but the lack of such explicit label or designation shall not preclude information from being treated as confidential under this Agreement.
3. To assist in protecting Confidential Information, the Company agrees (a) not to disclose any Confidential Information of TQ to anyone except employees or consultants of the Company who are directly involved in evaluating the possible use of the Food DefenseTQ and Food Mapper automated tools; (b) not to copy any Confidential Information except for the purpose of evaluating the possible relationship; (c) to take all reasonable steps necessary to prevent the unauthorized disclosure, copying or use of any Confidential Information, and (d) to use at least the same degree of care it uses to protect its own Confidential Information.
4. For purposes of this Agreement, information shall not be deemed Confidential Information to the extent, and only to the extent, that it:
 - a. was known to the Company prior to the time of disclosure by TQ;

- b. was generally available to the public or was otherwise part of the public domain prior to the time of disclosure by TQ;
- c. became generally available to the public or became otherwise part of the public domain after the time of disclosure by TQ other than through any act or omission of the Company in breach of this Agreement;
- d. became known after the time of disclosure by TQ through a source other than a source who had an obligation to the disclosing party not to disclose such information to others.
5. The Company agrees that upon a written request by TQ prior to entering into an agreement between the parties utilizing the Confidential Information or pursuant to terms of termination of such agreement, all tangible expressions of the Confidential Information, together with all copies thereof shall be promptly destroyed or returned to TQ.
6. This Agreement shall be binding upon the parties hereto and their respective heirs, successors or assigns, for a period of three years from the date of signing but none of the benefits of this Agreement shall be assigned by the Company without the written consent of TQ.
7. This Agreement shall be governed by the laws of Maryland. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity of enforceability of all other provisions hereof shall not be affected thereby.
8. As part of this Agreement, TQ will provide the Company with a five day limited use license to evaluate and use the Food DefenseTQ and Food Mapper automated software tools. It is agreed that TQ waives the normal license fee for this five day period that will commence on the date that this Agreement is signed. At the end of the five day period, the Company relinquishes all rights to further use the software unless explicitly agreed to in writing by TQ.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FoodQuestTQ LLC


By:


Bart Michelson

Title: President, FoodQuestTQ

Date: September 11, 2012

By:


Monica J. Elchlepp

Title: President

Date: 17 September 2012

Limited Use License Agreement between FoodQuestTQ LLC and Capjem.

FoodQuestTQ LLC agrees to provide Capjem with a limited use license to evaluate the Food Defense Architect and Food DefenseTQ automated software tool. The terms of this license require that the content of the tools be protected by Capjem from copying, distribution or any other use or disclosure except as it relates to this limited use license for Food Defense Architect and Food DefenseTQ. It is agreed that FoodQuestTQ waives the normal license fee for this period that will commence on September 11, 2012. At the end of the evaluation period established as September 20, 2012, Capjem relinquishes all rights to further use the software unless explicitly agreed to in writing by FoodQuestTQ LLC.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FoodQuestTQ LLC

By:

Name: Barton J. Michelson

Title: President/COO

Date: September 11, 2012

Capjem

By:

Name: Monica J Elchlepp

Title: President

Date: 17 September 2012

CONFIDENTIALITY AGREEMENT

This agreement ("Confidentiality Agreement") is entered into between FoodQuestTQ LLC, hereinafter referred to as "TQ", doing business at 7420 Hayward Road, Suite 104, Frederick, Maryland 21702 and CP Kelco U.S., Inc., hereinafter referred to as the "Company", doing business at 3100 Cumberland Boulevard Suite 600, Atlanta, Georgia 30339.

WHEREAS, in connection with anticipated communications between the two named parties to this Confidentiality Agreement concerning the trial use of the following automated software tools, Food Mapper™, Food Defense Architect™, Food DefenseTQ™, POISON™ and Food SafetyTQ™, under a limited use license agreement ("Purpose") attached hereto and made part hereof as Exhibit A ("Limited Use License Agreement"), which may require TQ to disclose to the Company certain Confidential Information (defined below); and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Company shall protect and keep confidential and shall not use, other than for the Purpose, publish or otherwise disclose to third parties any and all Confidential Information of TQ disclosed under this Confidentiality Agreement. The obligation of confidentiality and restriction on use under this Confidentiality Agreement shall survive any termination of this Confidentiality Agreement for a period of two (2) years.
2. "Confidential Information" shall mean any and all proprietary or confidential business and technical information related to the Purpose that is furnished by TQ to Company, and shall include, without limitation, improvements, inventions, concepts, structures, formulas, techniques, processes, know-how, and related data, clinical plans, business records, business forecasts, and financial information. In order to be subject to the terms and conditions of this Confidentiality Agreement, Confidential Information shall be disclosed hereunder in tangible form marked "confidential", "proprietary", or with a term of similar meaning; or if disclosed otherwise, Confidential Information shall be identified as "confidential" at the time of disclosure and confirmed as such in writing within thirty (30) days thereafter.
3. To assist in protecting the Confidential Information, the Company agrees (a) not to disclose the Confidential Information to anyone except employees or consultants of the Company who are directly involved in evaluating the possible use of the Food Mapper™, Food Defense Architect™, Food DefenseTQ™, POISON™ and Food SafetyTQ™ automated tools; and (b) not to copy any Confidential Information unless specifically authorized by TQ.
4. For purposes of this Confidentiality Agreement, information shall not be deemed Confidential Information to the extent, and only to the extent, that it:
 - a. was known to the Company prior to the time of disclosure by TQ;
 - b. was generally available to the public or was otherwise part of the public domain prior to the time of disclosure by TQ;

- c. became generally available to the public or became otherwise part of the public domain after the time of disclosure by TQ other than through any act or omission of the Company in breach of this Confidentiality Agreement;
 - d. became known after the time of disclosure by TQ through a source other than a source who had an obligation to the disclosing party not to disclose such information to others; or
 - e. is independently developed by Company by its employees who have not had access to Confidential Information.
5. The Company agrees that upon a written request by TQ, or upon the termination of this Confidentiality Agreement, all tangible expressions of the Confidential Information, together with all copies thereof shall be promptly destroyed or returned to TQ.
6. This Confidentiality Agreement shall be binding upon the parties hereto and their respective heirs, successors or assigns, from the date last signed by the parties ("Effective Date") for a period of six (6) months from the Effective Date ("Termination Date"). This Confidentiality Agreement is not transferable and any amendments must be in writing and executed by all parties.
7. This Confidentiality Agreement shall be governed by the laws of Maryland. If any one or more of the provisions of this Confidentiality Agreement shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity of enforceability of all other provisions hereof shall not be affected thereby.
8. As part of this Confidentiality Agreement in accordance with the terms of the Limited Use License Agreement, TQ will provide the Company with a 30 days' limited use license to evaluate and use the Food Mapper™, Food Defense Architect™, Food DefenseTQ™, POISON™ and Food SafetyTQ™ automated software tools. The trial period shall commence on the latter of Effective Date of this Confidentiality Agreement or the date upon which Company is provided access to such software. At the end of the 30 days' period, the Company relinquishes all rights to further use the software unless explicitly agreed to in writing by TQ.
9. Any notice required under this Confidentiality Agreement shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, postage prepaid and shall be effective when received (if personally delivered or sent by recognized overnight courier) or on the third (3rd) day after mailing (if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows):

CP Kelco U.S., Inc.
Attn: Benito Ferro
Global Customer Request
3100 Cumberland Blvd, Suite 600
Atlanta, GA 30339, USA

FoodQuestTQ LLC
Attn: Bruce H. Becker
VP, Marketing and Sales
Suite# 102, 7420 Hayward Rd.,
Frederick, MD 21702

With copy to:
General Counsel

With copy to:

CP Kelco U.S., Inc.
3100 Cumberland Blvd., Suite 600
Atlanta, GA 30339

Either Party may designate a different person to whom notices should be sent at any time by notifying the other Party in writing in accordance with this Confidentiality Agreement.

10. No license or right, either directly or by implication, is granted to a party nor its employees or agents to use the other party's name or any of the other party's trade names, trademarks, service marks, slogans, logos or designs for any advertising, promotional or other purpose without the prior express, written permission of the other party.
11. This Confidentiality Agreement contains the entire agreement of and supersedes any and all prior understandings and arrangements between the parties hereto, whether oral or written, with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement.

FoodQuestTQ LLC

By: *Bart Michelson*
Bart Michelson

Title: President, FoodQuestTQ

Date: *December*
November 5, 2012

CP Kelco U.S., Inc.

By: *[Signature]*
CP Kelco

Title: *VP- INNOVATION & CAPABILITIES*

Date: November *29*, 2012

Limited Use License Agreement between FoodQuestTQ LLC and Grain Millers.

FoodQuestTQ LLC agrees to provide Grain Millers with a limited use license to evaluate the Food MapperTM, Food Defense ArchitectTM, Food DefenseTQTM automated software tool. The terms of this license require that the content of the tools be protected by Grain Millers from copying, distribution or any other use or disclosure except as it relates to this limited use license for Food MapperTM, Food Defense ArchitectTM, Food DefenseTQTM. It is agreed that FoodQuestTQ waives the normal license fee for this period that will commence on December 15, 2012. At the end of the evaluation period established as January 14, 2013, Grain Millers relinquishes all rights to further use the software unless explicitly agreed to in writing by FoodQuestTQ LLC.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FoodQuestTQ LLC

By: Bruce H. Becker

 Name: Barton J. Michelson

Title: President/COO

Date: ~~November 1, 2012~~ BH/3
1/3/13

Grain Millers.

By: Jerry Broderick

Name: JB

Title: QUALITY SYSTEMS MGR

Date: 1/03/13

CONFIDENTIALITY AND LIMITED USE LICENSE AGREEMENT

This agreement is entered into between FoodQuestTQ LLC, hereinafter referred to as "TQ", doing business at 7420 Hayward Road, Suite 104, Frederick, Maryland 21702 and Grain Millers, hereinafter referred to as the "Company", doing business at (need address) .

WHEREAS, in connection with anticipated communications between the two named parties to this Agreement concerning the trial use of Food MapperTM, Food Defense ArchitectTM, Food DefenseTQTM under a limited use license (license statement attached), it is expected that TQ will disclose to the Company Confidential Information including but not limited to the Food MapperTM, Food Defense ArchitectTM, Food DefenseTQTM automated software tools.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. The Company shall protect and keep confidential and shall not use for other purposes than those established in this Agreement, publish or otherwise disclose to third parties any and all Confidential Information of TQ. The obligation of confidentiality and restriction on use under this Agreement shall survive any termination of this Agreement.
2. By way of illustration, but not limitation, Confidential Information includes improvements, inventions, concepts, structures, formulas, techniques, processes, apparatus, know-how, and related data, clinical plans, business records, business or sales forecasts, financial information, patent applications or legal opinions and documents which are disclosed to the Company under this Agreement. Confidential Information may be supplied in written or oral form and may be identified as "confidential" but the lack of such explicit label or designation shall not preclude information from being treated as confidential under this Agreement.
3. To assist in protecting Confidential Information, the Company agrees (a) not to disclose any Confidential Information of TQ to anyone except employees or consultants of the Company who are directly involved in evaluating the possible use of the Food MapperTM, Food Defense ArchitectTM, Food DefenseTQTM, , , , , automated tools; (b) not to copy any Confidential Information except for the purpose of evaluating the possible relationship; (c) to take all reasonable steps necessary to prevent the unauthorized disclosure, copying or use of any Confidential Information, and (d) to use at least the same degree of care it uses to protect its own Confidential Information.
4. For purposes of this Agreement, information shall not be deemed Confidential Information to the extent, and only to the extent, that it:
 - a. was known to the Company prior to the time of disclosure by TQ;

- b. was generally available to the public or was otherwise part of the public domain prior to the time of disclosure by TQ;
 - c. became generally available to the public or became otherwise part of the public domain after the time of disclosure by TQ other than through any act or omission of the Company in breach of this Agreement;
 - d. became known after the time of disclosure by TQ through a source other than a source who had an obligation to the disclosing party not to disclose such information to others.
5. The Company agrees that upon a written request by TQ prior to entering into an agreement between the parties utilizing the Confidential Information or pursuant to terms of termination of such agreement, all tangible expressions of the Confidential Information, together with all copies thereof shall be promptly destroyed or returned to TQ.
6. This Agreement shall be binding upon the parties hereto and their respective heirs, successors or assigns, for a period of three years from the date of signing but none of the benefits of this Agreement shall be assigned by the Company without the written consent of TQ.
7. This Agreement shall be governed by the laws of Maryland. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity of enforceability of all other provisions hereof shall not be affected thereby.
8. As part of this Agreement, TQ will provide the Company with a 30 day limited use license to evaluate and use the Food Mapper™, Food Defense Architect™, Food DefenseTQ™ automated software tools. It is agreed that TQ waives the normal license fee for this five day period that will commence on the date that this Agreement is signed. At the end of the 30 day period, the Company relinquishes all rights to further use the software unless explicitly agreed to in writing by TQ.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FoodQuestTQ LLC

By: Bruce H. Behl
for Bart Michelson

Title: President, FoodQuestTQ

Date: September 11, 2012
11/3/13

By: Jerry Broderick JEB

Title: QUALITY SYSTEMS MGR

Date: 1/02/13

CONFIDENTIALITY AND LIMITED USE LICENSE AGREEMENT

This agreement is entered into between FoodQuestTQ LLC, hereinafter referred to as "TQ", doing business at 7420 Hayward Road, Suite 102, Frederick, Maryland 21702 and Yakabod, hereinafter referred to as the "Company", doing business at 2n Market St., Suite 300, Frederick, MD 21701.

WHEREAS, in connection with anticipated communications between the two named parties to this Agreement concerning the trial use of Food Mapper™, Food Defense Architect™, Food DefenseTQ™, POISON™, FEAST™, FREE™ and Food SafetyTQ™ under a limited use license (license statement attached), it is expected that TQ will disclose to the Company Confidential Information including but not limited to the Food Mapper™, Food Defense Architect™, Food DefenseTQ™, POISON™, FEAST™, FREE™ and Food SafetyTQ™ automated software tools.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. The Company shall protect and keep confidential and shall not use for other purposes than those established in this Agreement, publish or otherwise disclose to third parties any and all Confidential Information of TQ. The obligation of confidentiality and restriction on use under this Agreement shall survive any termination of this Agreement.
2. By way of illustration, but not limitation, Confidential Information includes improvements, inventions, concepts, structures, formulas, techniques, processes, apparatus, know-how, and related data, clinical plans, business records, business or sales forecasts, financial information, patent applications or legal opinions and documents which are disclosed to the Company under this Agreement. Confidential Information may be supplied in written or oral form and may be identified as "confidential" but the lack of such explicit label or designation shall not preclude information from being treated as confidential under this Agreement.
3. To assist in protecting Confidential Information, the Company agrees (a) not to disclose any Confidential Information of TQ to anyone except employees or consultants of the Company who are directly involved in evaluating the possible use of the Food Mapper™, Food Defense Architect™, Food DefenseTQ™, POISON™, FEAST™, FREE™ and Food SafetyTQ™ automated tools; (b) not to copy any Confidential Information except for the purpose of evaluating the possible relationship; (c) to take all reasonable steps necessary to prevent the unauthorized disclosure, copying or use of any Confidential Information, and (d) to use at least the same degree of care it uses to protect its own Confidential Information.
4. For purposes of this Agreement, information shall not be deemed Confidential Information to the extent, and only to the extent, that it:

- a. was known to the Company prior to the time of disclosure by TQ;
 - b. was generally available to the public or was otherwise part of the public domain prior to the time of disclosure by TQ;
 - c. became generally available to the public or became otherwise part of the public domain after the time of disclosure by TQ other than through any act or omission of the Company in breach of this Agreement;
 - d. became known after the time of disclosure by TQ through a source other than a source who had an obligation to the disclosing party not to disclose such information to others.
5. The Company agrees that upon a written request by TQ prior to entering into an agreement between the parties utilizing the Confidential Information or pursuant to terms of termination of such agreement, all tangible expressions of the Confidential Information, together with all copies thereof shall be promptly destroyed or returned to TQ.
 6. This Agreement shall be binding upon the parties hereto and their respective heirs, successors or assigns, for a period of three years from the date of signing but none of the benefits of this Agreement shall be assigned by the Company without the written consent of TQ.
 7. This Agreement shall be governed by the laws of Maryland. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity of enforceability of all other provisions hereof shall not be affected thereby.
 8. As part of this Agreement, TQ will provide the Company with a 30 day limited use license to evaluate and use the Food MapperTM, Food Defense ArchitectTM, Food DefenseTQTM, POISONTM, FEASTTM, FREETM and Food SafetyTQTM automated software tools. It is agreed that TQ waives the normal license fee for this five day period that will commence on the date that this Agreement is signed. At the end of the 30 day period, the Company relinquishes all rights to further use the software unless explicitly agreed to in writing by TQ.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FoodQuestTQ LLC

By: Bruce H. Becker
Bart Michelson

By: [Signature]
Sara Ryser

Title: President, FoodQuestTQ

Date: 1/7/13

Title: Founder & CEO, Kc/abod

Date: 1/7/2012