

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Fforg Inc.

Plaintiff,

and

Infinite Campus, Inc.,

Defendant.

ORDER

Court File No. 06-2448

The above-entitled matter came before the Court on February 10, 2006, for a hearing. Jeffrey Thompson, Esq. appeared on behalf of Plaintiff, and John Clifford, Esq. appeared on behalf of Defendant.

Based on the evidence adduced, the arguments of counsel, and all the files, records, and proceedings, the court makes the following:

FINDINGS OF FACT

1. Plaintiff has been a reseller for Defendant since they entered into their initial Reseller Agreement in December 2003. Plaintiff paid no franchise or other related fees, and has only approximately four employees. Thus, Plaintiff has made a limited investment of time and money into its relationship with the Defendant. Plaintiff has other lines of business, and the investment of time and energy developing employees and relationships with customers may be of us elsewhere.

2. The animosity between the parties appears to make it unlikely that they will maintain a permanent business relationship. Defendant has already informed its customers that the parties are not working together, and has accused Plaintiff's principal of fraud in inducing the revised Reseller Agreement in April 2005. The agreement provides for termination without cause after the initial term of 36 months. Accordingly, even if Plaintiff prevails in this litigation it is unlikely that it would remain a reseller for Defendant for much more than two more years. On the other hand, several serious complaints have been made against Plaintiff by important customers of Defendant, and Defendant's reputation with its nationwide client base may be at risk if termination of Plaintiff is not allowed to proceed. Thus, the harm that would be suffered

by Plaintiff if the injunction is denied does not outweigh the harm that would be suffered by Defendant if this injunction were granted.

3. Based upon the number and severity of the complaints made against Plaintiff, and the fact that Defendant alleges that the April 2005 agreement was induced by fraud, the court cannot find that Plaintiff is likely to prevail on the merits.

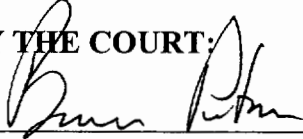
4. Defendant has advised some of its clients to change passwords so that Plaintiff no longer has access to student records. Forcing Defendant to continue working with Plaintiff may create concern among Defendant's customers that the integrity of private student records is at risk. This is a public policy consideration that needs to be taken into account by the court.

5. There appear to be no unusual administrative burdens involved in enforcing the requested temporary restraining order.

ORDER

1. Plaintiff's motion for a temporary restraining order is denied.

Dated: 2/14/02

BY THE COURT:


Bruce A. Peterson
Judge of District Court