

LICENSE AGREEMENT

Between

Company XYZ
(licensee)

and

Dipl.-Ing. Volker Butzlaff
(licensor)

the following license agreement is closed:

Preamble

the contracting parties proceed from the following:

The licensor is owner and alone order-entitled concerning the licensing of the software product „**Zen Monte Carlo Simulator**“.

§ 1 License mode

The licensor grant the following license to the licensee: **a run time distribution license concerning the DLL (Dynamic Link Library) of the software product „Zen Monte Carlo Simulator“.**

§2 Licensed territory

The license applies **world-wide** to the distribution of the software products of **company XYZ**.

§ 3 Factual license use

The license is limited to the distribution of the software products of *company XYZ!*

§ 4 Validity and duty of exertion

The licensing period begins 01/01/2007 and ends at the earliest 12/31/2011 (minimal licensing period: 5 years!).

Afterwards the licensee can notice the license annually.

The licensor can quit the license only if the licensee offends against the agreements of this license agreement (e.g. royalty payments being missing etc.).

§ 5 Assignability

The assignment of the license or its contribution into a company is permitted only with written agreement of the licensor.

§ 6 Technical aid, support

The licensor supplies the software inclusive product documentation.

For further support the usual channels are available (e-mail, telephone, forum).

Special support can be agreed upon an additional contract of service to the usual conditions (EUR 100 per hour excluding VAT and possible expenses).

§ 7 Warranty stipulation

The licensor insures that to him defective titles concerning the contract license right in particular rights of prior use or a dependence on license rights of third parties, as well as material defects of this license product are unknown.

There is no liability for the case, that the licensed software product isn't free of defects.

§ 8 License royalties

The license royalties are constituted as following:

One-off cost EUR 20,000 excluding VAT

Annual cost EUR 10,000 excluding VAT

Point of term of payment for the one-off costs and the running costs of the first year is the conclusion date concerning the contract of the license agreement.

The annual running license costs concerning the subsequent years are to be pre-paid at the latest the last day (12/31) of the topical year.

§ 9 Final clauses

Changes and additions of the present contract require writing to their effectiveness. Verbal special agreements do not exist.

If individual regulations of the present contract are or become ineffective, thereby the validity of the remaining regulations is not affected.

Concerning this contract german law is adopted.

Place of jurisdiction is Besigheim (Baden-Württemberg, Germany).

XYZ location, 01/01/2007
(location) (date)

Mr./Mrs. XYZ, Company XYZ
(licensee)

Bietigheim-Bissingen, 01/01/2007
(location) (date)

Dipl.-Ing. Volker Butzlaff
(licensor)