License Agreement

for End-user of the Demo- and Full Version

NeuroModel® / GenOpt™

NeuroModel® and GenOpt™ are products of atlan-tec Systems GmbH (hereinafter referred to as ats) and are hereinafter referred to as "software". ats is the owner of all rights to the software and reserves all explicit and implicit rights under the German and European law of software. These rights are not limited by the license agreement. The license provider grants usage rights according to this contract. ats grants the contracting party (the user of a software license), hereinafter referred to as "Customer", a temporally unlimited but functionally and geographically limited usage authorization of the software. The scope of the usage authorization is defined by conclusion of a contract, similar to the conclusion of a purchase contract.

By installing and using the software, the Customer concludes this license agreement with ats and accepts all rights and duties resulting from this license agreement. Use of the software equals signing this contract and means that the Customer completely and irrevocably accepts all conditions of this contract.

1. Granting of a License

With installing the software on your computer, you accept all conditions of the following contract and the appended description of your service claims (service level definitions) without any limitation. If parts of this agreement become legally ineffective, the other parts of this agreement are not affected.

1.1 Demo Version

The demo version of the software may be regarded as software without copy protection. Demo versions will be given to interested end-users, so that they can test the software and its principle for free.

ats grants to each interested user of the demo version the temporally unlimited usage authorization of a demo version on any number of computers and for any non-commercial test purposes. All degrees of freedom of the software must be used for test purposes only. Any commercial use of the demo version as well as the use for training purposes is prohibited. This is also true for software misuse for improving the performance of unsatisfactory competitive products by using data preprocessing methods from NeuroModel®.

Without preceding written permission of ats, the demo version must not be installed, inspected or used by service divisions of individual companies, universities, institutes or service providers if they compete with ats individual services, software products or parts thereof. Any violation, according to the new 2004 copyright law, is prosecuted and punished with imprisonment.

Pre-condition for this usage right is the complete and unmodified transfer of the original data carrier or complete copies of it. Any deletion of parts of the software on the original data carrier or in the installed files is prohibited and represents a violation of the copyright law!

1.2 Full Versions

With the purchase and after usage rights transfer (after payment of the invoice and all possible contractual collateral receivables), ats grants to the Customer the temporally unlimited use of a full version for installation of the software on any defined individual computer (single-station computer or a single determined and previously defined workstation in a network) and one single plant. Plants are defined as functional assemblies of technical devices, which serve for manufacturing or producing an intermediate product or a product in a production line, are subordinate to an operations manager and/or have a separate guidance system level or control. The use of a full version for project planning of several plants requires the expansion of the license and the explicit written permission of ats.

The Client may not make the software accessible to third parties that compete with ats. It is also forbidden to use designs and insights used in NeuroModel® for in-house products. The Client accepts that the operating concept and the solution approaches in NeuroModel® and GenOpt™ are unique and technologically outstanding solutions with innovative character, resulting in a legal copyright claim for ats.

With the purchase of a full version, the Customer accepts the copy protection "dongle" (hardware protective plug-in device) as acceptable without limitation and waives all claims resulting in the loss of this copy protection. Each attempt to use a full version of NeuroModel® without a dongle is a criminal offense and results in penalties according to civil law, unless there are written agreements between ats and the end-customer that cancel or limit these limitations.

The dongle is the carrier of the license. Loss of the dongle results in complete expiration of the usage license for NeuroModel®. In the event of dongle loss, the Customer has no claims against ats. Basically, ats does not pay damages for dongle loss, because with dongle loss, the license and thus also the usage right of the user is completely expired. In the event of dongle damage, it is replaced by ats, if it is returned to ats completely with chip, memory chip, circuit board as well as sealed top and bottom cover plates, and if no manipulations of the dongle can be detected.

NeuroModel® is explicitly not a so-called "floating license," with which a user can "log on and off" to divide a license among several users, but a fixed license related to computers and persons. Each license is provided for usage on one computer and by one user and must not be used on systems (such as terminal servers) for shared usage of one or more licenses. This means that always only one user can install the dongle as license carrier at a given time, and the license can be used on another computer only if the dongle is physically removed from the original computer and installed on another computer. The use of NeuroModel® as floating license is allowed only after there are 15 licenses in one location of a company (site), for an appropriate extra charge and with a written declaration of consent from ats.

Without consultation with ats and a written authorization, the full version must not be sold to, lend to, passed on to, inspected by or used by service divisions of individual companies, universities, institutes and service providers, if they compete with ats concerning individual services.

The comparison of results from NeuroModel® to results of other software packages, which support the creation of neural networks, is prohibited, because comparison of results of several neural networks (also of the same type) is contradictory to existing European ats patents. Thus, only ats is allowed to train a neural network more than once with similar or identical data and compare it to other neural networks. This prohibition is hereby agreed as a valid limitation of use under this license agreement; consequently, violation of this prohibition constitutes a misuse of this license resulting in legally punishable consequences under civil and criminal law. This limitation can be waived for individual tests only with a written declaration by ats.

External and internal service providers of companies may use the development license from NeuroModel® and GenOpt™ in several different projects (plants or operations) only, if they purchase at least one license per project and per plant. If this principle is not followed, these service providers are obliged to pay the cost of retroactive licensing of NeuroModel® for each individual end-customer project in the event of breaching this agreement. Partner companies of ats with a valid cooperation or distribution contract are exempt from this rule.

The development environments of NeuroModel® and GenOpt™ without dongle represent a cost-free demo version and as such, with the above-mentioned limitations, may be freely and completely passed on. The development environment is deemed to be installed and validly licensed only if the dongle is plugged in.

Each attempt to use or operate a license of the software development environment on several computers (simultaneously or alternating) by technical measures is prohibited, and even the attempt can result in consequences according to civil and criminal law. This is also true in case of multiprocessor systems or virtual machines (such as VMWare ESX), which access common interfaces; in that case, a further software license must be purchased per processor **and** per entity.

ats reserves the right, by concealed technical measures, to make violation of license conditions recognizable and usable as evidence, or to prevent such violations. The Customer hereby agrees that s/he waives all rights if data forwarded to ats directly and exclusively lead to collect evidence about misuse of licenses.

Licenses for runtime systems (control computer, mainframe computer, process control systems, etc.) always relate to one plant (definition, refer to first paragraph under 1.2) in one branch office (one factory, one site), one processor and one hard disk. In case of operation of double computer systems (systems with two mass memories or two processors), a further runtime license is required per processor for each redundancy of the processor or of mutual access by several computers to a shared mass memory. This is also true when this computer is active only in standby mode (active 1:1 redundancy).

ats prohibits any commercial lending of the full version of the NeuroModel® software.

Deviations from the defined rules must be in written form to be legally valid.

---

2. Exclusion of other Legal Claims

The Customer is aware of ats being both author and owner of the software. ats reserves legal claim and property right to the software. The Customer accepts that the above granted license is not a sale of rights to the software and that the above-mentioned contract does not grant you any claim to patents, reproductions, trade secrets, trademarks or other rights in relation to the software. The software must be treated confidentially and all required and adequate steps must be undertaken to prevent impermissible reproduction and publication.

ats reserves the right to adapt these license agreements with every update of the current jurisdiction. Every user requesting updates declares agreement with the amendments of the license agreement by installing or using the software.

With the NeuroModel® installation, system files (DLL) are modified as well. In certain circumstances, this modification can cause problems with legacy software installations, because other (usually newer) versions of system files are installed. In principle, it must be reckoned that in rare cases legacy installations of other programs will no longer be fully functional. This risk basically exists with any installation of Windows programs. ats endeavors to warn users in time and to find a solution to these problems immediately but fully excludes liability for damages to installations due to such problems, except for intention or worst negligence.

Upon the completion of an upgrade or update, the previous license loses all claims to support and its claim to validity. During using the update or upgrade, the previously charged license expires.

3. No Modifications, Decompiling or Copyright Violation

ats prohibits any disassembling, decompiling, deleting or modifying of the software or parts thereof or of files or the documentation appertaining to the software or delivered or installed with the software. This prohibition is true for the original data carrier as well as for the installed software. Hence, the user must fully erase every incomplete installation.

Any software modification serving for use of several full versions at the same time or for use of a demo version as a full version is a criminal act and will without exception be prosecuted by ats according to civil and criminal law.

All data structures, tables, table formats and database contents given by the installation of the software, relations between software modules, databases or database tables ("entity relationship diagram"), data flowcharts, graphical block diagrams of modules as well as all details not commonly on the market of user interfaces or software packages – hereinafter referred to as "Information" – are copyrighted properties of ats. For this Information, the licensee accepts the widest possible copyright protection in favour of ats by reference to §§ 69a III, 97, 100, 101a, 106, 108a, 110 and 111 of the copyright law.

Thus, the licensee waives fully or partly utilizing the Information of the other party for her/his own solutions and concepts, unless this has been contractually and mutually agreed. The licensee is obliged in no way to implement the Information deriving from or directly resulting from the software of ats in her/his own software developments, if there does not exist any written contractual agreement.

4. Warranty

The delivered NeuroModel® & GenOpt™ versions undergo very extensive test series at ats, which ensure that errors do not occur in delivered software packages. However, with such complex software as NeuroModel®, it can never be excluded that occasional errors occur. ats points out that with the current state of the art, it is impossible to design error-free software that works in all applications and combinations, particularly when used in conjunction with different system environments, hardware components or other software packages. Thus, the only subject of this contract is the software, which, in the program description context, is basically usable under certain technical basic conditions.

Defects must be reported immediately upon discovery, but within 30 days at the latest. If the software is defective in parts, ats is obligated to owners of a full license, to the exclusion of other warranty claims, to repair the defect or to deliver a replacement. Several repairs are permitted. If the repair fails more than five times, the Customer can demand reimbursement.

ats does not assume liability for the proper selection, installation, application and use of the software vis-à-vis owners of a full license, who execute projects using the software partly or wholly by themselves. That is particularly true in case of use of inappropriate hardware or software modifications or technically improper procedures. In particular, any liability for consequential damage caused by the software is excluded to the extent allowed by law and insofar that no further agreements in the scope of projects are affected. ats is not liable for damages, claims from any cause in law with the exception of damages to persons, except where the Customer is able to prove grossly negligent or intentional acts, deeds, or omissions.

The warranty claims are governed in detail in the service level definitions appended below. The scope of warranty service and the particular characteristic of warranty services depend exclusively on the service level, which the Customer has agreed to with ats in writing.

5. Application of Law

This contract is subject to the law of the Federal Republic of Germany. If the regulations of the European software law are more favorable to ats and have not yet been adopted in German law, the regulations of the European software law supersede the German law. The contracting parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods (1980) from application to this contract.

6. Conditions

This contract is valid until 25 years after the first acceptance of the user by installing and the first use of the software, unless, as mentioned below, it is previously cancelled. ats has the right to cancel the contract immediately and the license rights vis-à-vis a Customer if the Customer does not meet or violates the provisions of this contract.

7. Export Control

Our software is a high-tech product and as such is subject to export restrictions. Our software can be misused by unauthorized countries or persons to produce weapons. Any application or toleration of such an application is prohibited and requires the written permission of ats.

Neither the software nor underlying information or technologies must, by downloading or otherwise, be exported (1) to Cuba, Libya, Sudan, North Korea, Iran, Syria, or another country, for which an EU or US embargo exists, and citizens or inhabitants of one of such countries; or (2) to a person, who stands on the list of the "Specially Designated Nationals" of the US Ministry of Finance or on the "Table of Denial Orders" of the US Department of the Treasury. By using the software, you accept the above obligations and attest that you are neither a resident of any such country nor under the control of any such country nor a citizen or an inhabitant of any such country nor on any of the above cited lists.

In the event of dissemination, you accept that you will not violate these rights and by appropriate care you will ensure that third parties, who have access to your software, do not violate these rights.

8. Replacement and Written Form

All existing former agreements between the contractual parties, whether written, oral, or in other form, are replaced by this contract.

This contract can be amended only by a written document legally signed by ats. This is also true for this written form clause.