END USER LICENSE AGREEMENT

Fintronic USA, Inc. LICENSE AGREEMENT for _____ (e.g. Fin-nWave, Super-FinSim, etc.)

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made as of _____ ___, (the "Effective Date") by and between Fintronic USA Inc., with its principal place of business at 1119 Chess Drive Foster City, CA. 94404 ("Company"), and _____ with its principal place of business at _____("Licensee"). Definitions for capitalized terms not otherwise defined herein appear at the end of this Agreement.

This is a legal Agreement concerning the use of Software between the Licensee and the company. USE OF SOFTWARE INDICATES YOUR COMPLETE AND UNCONDITIONAL ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

PURPOSE

A. Company owns or has rights in and to certain computer software; and

B. Licensee wishes to receive licenses to use such software in accordance with the terms and conditions of this Agreement; and

C. Therefore, the parties agree as follows:

AGREEMENT

1. License Grant; Ownership

a. License Grant. Subject to the terms and conditions of this Agreement, Company grants and Licensee accepts, a personal, non-transferable (except as set forth in Section 11(c)), non-exclusive, royalty-free, worldwide right and license to use, during the Term, the Licensed Software (ordered by Licensee pursuant to Purchase Orders issued from time to time) for which Licensee has paid the applicable License Fees, on computers connected to a Designated LAN, solely for Licensee's internal business purposes (the "License"). The License Term shall either be "perpetual" or for a fixed period of time and shall be set forth in the applicable Product Quote, Purchase Order and/or Invoice. This Agreement does not entitle Licensee to receipt of, use of, or access to source code relating to any Licensed Software.

The software programs the Licensee has acquired with this Agreement, including any updates, modifications, revisions, copies, and documentation ("Software") are copyrighted, trade secret and confidential information of the company or its licensors who maintain exclusive title to all Software and retain all rights not expressly granted by this Agreement.

b. Ownership. All rights, title and interest (including without limitation all Intellectual Property Rights) in and to the Licensed Software and Documentation not expressly granted to Licensee in Section 1(a) above shall remain the exclusive property of Company or its licensors as applicable and no other licenses are granted herein by implication, estoppel or otherwise. No license, right or interest in any trademark, trade name or service mark of either Company or its licensors, is granted under this Agreement.

2. LICENSE RESTRICTIONS

a. Designated LAN. The Licensed Software may only be installed and used on computers that form a Designated LAN at the Designated Site and not on computers external to the Designated LAN. A site is restricted to a one-half mile (800 meter) radius. Notwithstanding the foregoing, Licensee's employees, may access the Licensed Software remotely for telecommuting purposes from computers other than those which form the Designated LAN(s), provided that (i) such employee's primary place of employment is the Designated Site, and (ii) provided further that nothing in this Section 2(a) shall permit Licensee to exceed the number of permitted concurrent uses of the Licensed Software for which Licensee has paid License Fees to Company.

b. No Wide Area Network Use. Licensee shall not, and shall not permit any affiliate, subsidiary, division, employee, agent or other individual or entity over which Licensee exercises direction or control, to access or use the Licensed Software over a metropolitan area network, wide area network, or other geographically dispersed telecommunications network.

c. Copies; Derivative Works. Licensee may make a reasonable number of copies of the Licensed Software for archival and/or back-up purposes only, to be used only when the primary copies of the Licensed Software are not operational. All legends, trademarks, trade names, copyright marks and other identifications must be maintained as part of any and all Licensed Software copies. All copies shall remain the property of Company or its licensors. Licensee shall maintain a record of the number and primary location of all copies of Software, and shall make those records available to Company upon request. Licensee may not create derivative works of the Licensed Software.

d. Sublicense; Third Party Access. Licensee may not relicense, sublicense, transfer or assign the Licensed Software to any third party, or permit others not employed by Licensee to use the Licensed Software (except consultants who use the Licensed Software on Licensee's behalf solely for Licensee's internal business purposes). This must exclude in every case Company's competitors. Licensee shall take appropriate action to protect the confidentiality of Software and ensure that any person permitted access to Software does not disclose it or use it except as permitted by this Agreement.

e. No Reverse Engineering. Licensee shall not, for any reason, modify, reverse engineer, reverse-assemble, reverse-compile, or otherwise attempt to determine the source code associated with the Licensed Software. Licensee shall not defeat or attempt to defeat any technological restrictions on the number of permitted concurrent uses imposed by any license manager software or license key used to enable access to or use of the Licensed Software, including without limitation, by duplicating any such license keys, creating license keys not authorized by Company, or providing any third party with copies of authorized or unauthorized license keys.

3. BETA CODE

a. Portions or all of certain Software may contain code for experimental testing and evaluation ("Beta Code"), which may not be used without Company's explicit authorization. Upon Company's authorization, Company grants to you a temporary, nontransferable, nonexclusive license for experimental use to test and evaluate the Beta Code without charge for a limited period of time specified by Company. This grant and Licensee's use of the Beta Code shall not be construed as marketing or offering to sell a license to the Beta Code, which Company may chose not to release commercially in any form.

b. If Company authorizes Licensee to use the Beta Code, Licensee agrees to evaluate and test the Beta Code under normal conditions as directed by Company. Licensee will contact Company periodically during Licensee's use of the Beta Code to discuss any malfunctions or suggested improvements. Upon completion of Licensee's evaluation and testing, Licensee will send to Company a written evaluation of the Beta Code, including its strengths, weaknesses and recommended improvements.

c. Licensee agrees that any written evaluations and all inventions, product improvements, modifications or developments that Company conceives or makes during or subsequent to this Agreement, including those based partly or wholly on Licensee's feedback, will be the exclusive property of Company. Company will have exclusive rights, title and interest in all such property.

The provisions of this subsection shall survive termination or expiration of this Agreement.

4. Financial Terms and Delivery

a. License Fee. License fees (the "License Fees") for use of the Licensed Software shall be set forth in Product Quotes submitted by Company to Licensee and accepted by Licensee from time to time. License Fees shall be due and payable net (30) days from the date of the applicable Invoice submitted by Company to Licensee. All overdue payments may be subject, at Company's sole discretion, to daily compounded interest payable to Company at a rate equal to the lesser of 1.5 % per month or the highest rate permitted by law. All amounts set forth in this Agreement or on any Product Quote, Invoice, or Purchase Order shall be in U.S. dollars.

b. Maintenance Fees. For Perpetual Licenses, in addition to the License Fee described in Section 3(a) above, Licensee shall pay to Company the annual Maintenance and Support Fees (the "Maintenance Fees") set forth on Product Quotes, for those Maintenance Services ordered by Licensee pursuant to Purchase Orders issued by Licensee from time to time during the Term. Maintenance Fees for Maintenance Services for Term-Based Licenses are included in the License Fees set forth on Product Quotes and shall be payable in accordance with the schedules set forth on such Product Quotes. Annual Maintenance Fees are payable in advance in full, at the beginning of the applicable Maintenance Period as set forth on Product Quotes.

c. Taxes. Any Fees set forth on Product Quotes or Invoices are exclusive of any Taxes (as defined below) and Licensee shall be responsible for payment of any taxes associated with the use of any Licensed Software pursuant to the terms of this Agreement including but not limited to amounts associated with any duties, customs, shipping, import, export, value-added, withholding or any federal, state or local taxes (each a "Tax" and collectively, "Taxes") imposed on the license, sale or use by Licensee, its employees, affiliates, or contractors, of Licensed Software; provided that Licensee shall have no liability for any Tax

based on Company's gross income.

d. Delivery. A non-functional version of the Licensed Software is available online for Licensee to download at the URL www.fintronic.com. Within a commercially reasonable time following acceptance of a Purchase Order by Company, Company will provide Licensee with instructions and a code (a "License Key") enabling access to and use of the Licensed Software by the number of concurrent users corresponding to the License Fees which Licensee has paid or agreed to pay Company, provided that Licensee has identified in writing to Company the Designated LAN and the Designated Site relating to the Licensed Software to be used by Licensee. Until Fintronic actually receives the agreed upon money, Licensee will receive a short term license key. While under maintenance with the option to re-host Licensee will receive a license for a period of time of one year or shorter.

5. Maintenance and Support Services

a. Services. Subject to the terms and conditions of this Agreement and provided that Licensee has paid any applicable Maintenance Fees to Company, Company shall provide Licensee with the Maintenance and Support Services ordered by Licensee on Purchase Orders from time to time and described in Exhibit A.

b. Renewal Following Lapse. Following a lapse in Maintenance Services for failure by Licensee to pay any applicable Maintenance Fees, Licensee may renew Maintenance Services for the applicable Licensed Software upon (i) obtaining the written consent of Company, and (ii) payment to Company of any applicable reinstatement fees ("Reinstatement Fees") charged by Company. Such Reinstatement Fees shall be consistent with the reinstatement fees charged by Company to other commercial customers who have been granted licenses to substantially similar software under substantially similar terms and conditions. Company's Reinstatement Fees as of the Effective Date are equal to the product of the applicable annual Maintenance Fee multiplied by the number of years (or fraction of years) during which there has been a lapse in Maintenance Services.

6. Term and Termination

a. Term. The term of this Agreement shall commence on the Effective Date and remain in effect for a period of three (3) years thereafter (the "Initial Term") and shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless terminated by either party as provided in this Section 6. The term of any License granted pursuant to the terms of this Agreement (each a "License Term") shall be as indicated in the applicable Product Quote or Invoice for such License.

b. This Agreement or any License created hereunder may be terminated as follows (each a "Termination"), without prejudice and in addition to any other right or remedy which may be available at law, in equity or otherwise, to the terminating party: (i) By either party upon the expiration of the Initial Term or any Renewal term, by providing written notice to the other party not less than sixty (60) days prior to the expiration of the Initial Term or such Renewal Term. (ii) By either party, immediately in the event of a material breach by the other party which is incapable of remedy, or in the event of a material breach by the other party which is capable of remedy but remains uncured for thirty (30) days following the non-breaching party's written notice. (iii) Automatically upon an Event of Insolvency affecting Licensee. = An "Event of Insolvency" means circumstances under which Licensee (1) isunable to pay its debts when due, (2) makes any assignment or composition for the benefit of creditors, (3)

has appointed or suffers the appointment of a receiver or trustee for its business, property or assets, (4) files or has filed against it any petition under the bankruptcy or insolvency laws of any jurisdiction, or (5) is adjudicated bankrupt or insolvent.

c. Effect of Termination.

(i) Term-Based Licenses. Except in the case of Perpetual Licenses, upon Termination (other than a Termination by Company pursuant to Section 6(b)(ii) in the event of a material breach by Licensee), Licensee shall: (i) uninstall and cease all use of any and all Licensed Software in Licensee's possession, custody or control; (ii) return or destroy all copies of the Licensed Software, the Documentation and all other material provided to Licensee by Company hereunder and provide Company with a written certification that Licensee has done so; and (iii) within thirty (30) days of such Termination, pay to the Company the amounts of any License Fees for any Licenses purchased pursuant to Purchase Orders issued by Licensee as of the effective date of such Termination, and any other amounts due and payable pursuant to the terms of this Agreement. Except as expressly set forth in the foregoing sentence, Licensee's payment obligations under this Agreement shall cease upon Termination.

(ii) Perpetual Licenses. Notwithstanding the foregoing in Section 6(c)(i) above or Section 6(d) below, upon expiration of this Agreement or in the event of a Termination (other than a Termination by Company pursuant to Section 6(b)(ii) in the event of a material breach by Licensee), Licensee shall retain the rights granted in Section 1(a) with respect to Perpetual Licenses, for as long as Licensee complies with the terms, conditions, and restrictions of this Agreement.

d. Survival. The following shall survive termination or expiration of this Agreement for any reason: 1(b) (Ownership), 2 (License Restrictions), 4 (Financial Terms, to the extent any amounts due to Company have not been paid), 6(c) (Effect of Termination), 8 (Limitation of Liability), 9 (Indemnity), 10 (Confidential Information), 11 (Injunctive Relief), 12 (General), and 13 (Definitions).

7. Limited Warranty

a. Company warrants that the Licensed Software, when properly installed, as delivered and for a period of thirty (30) days thereafter, will substantially conform to the functional descriptions for the Licensed Software contained in the Documentation. HOWEVER, THERE IS ABSOLUTELY NO WARRANTY FOR THE SYSTEMC SIMULATOR OWNED BY OSCI AND DISTRIBUTED BY FINTRONIC USA, INC. NEITHER OSCI AND ITS CONTRIBUTORS NOR FINTRONIC USA, INC MAKE ANY REPRESENTATION AS TO THE FUNCTIONALITY OR THE QUALITY OF THIS SIMULATOR, THE USAGE OF WHICH IS GOVERNED BY THE OPEN SOURCE LICENCE AGREEMENT MADE AVAILABLE BY OSCI ON ITS WEB SITE. COMPANY'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY SHALL BE, AT COMPANY'S OPTION, EITHER (A) REFUND OF THE PRICE PAID UPON RETURN OF SOFTWARE TO COMPANY OR (B) MODIFICATION OR REPLACEMENT OF SOFTWARE THAT DOES NOT MEET THIS LIMITED WARRANTY, PROVIDED YOU HAVE OTHERWISE COMPLIED WITH THIS AGREEMENT. COMPANY MAKES NO WARRANTIES WITH RESPECT TO: (A) SERVICES; (B) SOFTWARE WHICH IS LOANED TO YOU FOR A LIMITED TERM OR AT NO COST; OR (C) EXPERIMENTAL BETA CODE; ALL OF WHICH ARE PROVIDED "AS IS."

b. This warranty shall not be valid as to any Licensed Software (i) if such Licensed Software has been

subject to abuse, misuse, accident, alteration, unauthorized modification, neglect, unauthorized repair or unauthorized installation; (ii) if any defect which is the subject of a claim made hereunder results from Licensee supplied software, Licensee supplied hardware or Licensee supplied interfacing; or (iii) if any Licensed Software has been exposed to conditions beyond specified operating constraints.

c. EXCEPT AS PROVIDED IN THIS SECTION 7, (I) THE LICENSED SOFTWARE IS PROVIDED "AS IS," AND (II) COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR QUIET ENJOYMENT. COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE.

d. LIFE ENDANGERING ACTIVITIES. NEITHER COMPANY NOR ITS LICENSORS SHALL BE LIABLE FOR ANY DAMAGES RESULTING FROM OR IN CONNECTION WITH THE USE OF SOFTWARE IN ANY APPLICATION WHERE THE FAILURE OR INACCURACY OF THE SOFTWARE MIGHT RESULT IN DEATH OR PERSONAL INJURY. LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS LICENSORS FROM ANY CLAIMS, LOSS, COST, DAMAGE, EXPENSE, OR LIABILITY, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH SUCH USE.

8. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING IN CONNECTION WITH A BREACH OF SECTIONS 1, 2 OR 10, NEITHER PARTY SHALL BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. EXCEPT FOR LIABILITY ARISING IN CONNECTION WITH A BREACH OF SECTIONS 1, 2 OR 10, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES HEREUNDER EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID DURING THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.IN THE CASE WHERE NO AMOUNT WAS PAID, COMPANY AND ITS LICENSORS SHALL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER.

9. Indemnity

a. Company will defend, at its expense, any action brought against Licensee by a third party based upon a claim that Licensee's use of the Licensed Software and/or Documentation, as provided to Licensee hereunder, infringes a duly issued United States patent or copyright, and Company agrees to pay all expenses, damages, settlements and costs that are finally awarded to such third party by a court of last resort, and which are attributable to such action or settlement; provided that Licensee notifies Company promptly in writing of such claim and gives Company the authority, information and assistance necessary to settle or defend such claim.

b. If the Licensed Software and/or Documentation becomes, or in the opinion of Company may become, the subject of a claim of infringement, Company may, at its option, (i) procure for Licensee the right to use

the Licensed Software and/or Documentation free of any liability for infringement; or (ii) replace or modify the Licensed Software and/or Documentation to make them non-infringing. If Company is unable to effect either (i) or (= ii) within a reasonable period of time, then Licensee shall uninstall and destroy all copies of the Licensed Software and/or Documentation in Licensee's possession, and Company will pay to Licensee the depreciated value of the relevant Licensed Software.

The depreciated value shall be determined by the straight line method, based upon a three (3) year life, applied to the amount actually paid by Licensee for the relevant Licensed Software excluding amounts paid pursuant to Section 4(b). Company shall not be liable for any costs or expenses incurred without its prior written authorization.

c. Notwithstanding the foregoing, Company shall have no obligation to defend Licensee or to pay any costs, expenses, damages or attorneys' fees for any action or claim based upon (i) use of a version of the Licensed Software that was not, at the time that the claim arose, the most current unaltered version of the Licensed Software and/or Documentation provided by Company hereunder; (ii) combination or operation of the License Software, with any software, hardware, data, or other materials or products not supplied by Company, if the claim would not have arisen but for such combination or operation; (iii) use of any Licensed Software in a manner not authorized by the Documentation or this Agreement (iv) the use of Software as part of an infringing process; (v) a product that you design or market; or (vi) any Beta Code contained in Software.

d. THE FOREGOING STATES COMPANY'S SOLE AND EXCLUSIVE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY KIND.

10. Confidential Information

a. Definition. "Confidential Information" refers to: (i) the Licensed Software and Documentation; (ii) the business or technical information of either party, including but not limited to any information relating to product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, research, development or know-how; (iii) any information designated in writing by either party as "confidential" or "proprietary;" (iv) any information which, under the circumstances taken as a whole would reasonably be understood to be confidential; and (v) the terms and conditions (but not the existence) of this Agreement.

b. Obligations. Each party (the "Recipient") acknowledges that the Confidential Information of the other party ("Owner") is of substantial value to such Owner, which value would be impaired if such information were disclosed to third parties. Except as expressly provided in this Agreement, each Recipient shall (i) not use the Confidential Information of the Owner, (ii) not disclose such Confidential Information to any third party, except to employees and consultants of Recipient as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to written agreements with such employees and consultants containing confidentiality obligations at least as restrictive as those set forth herein; which agreements Recipient shall exercise best efforts to enforce); and (iii) exercise the same degree of care to protect the Confidential information of Owner as Recipient uses to protect its own Confidential Information of like importance, but in no event less than reasonable care. Notwithstanding the foregoing, Company may disclose the Confidential Information of Licensee to any individual or entity that Company controls, is controlled by or is under common control with, only to the extent necessary for Company to satisfy its obligations to provide the Maintenance and Support Services described herein.

c. Exclusions from Obligations. The obligations and restrictions set forth in 10(b) above shall not apply to information that Recipient can document: (i) is known to Recipient at the time of disclosure to Recipient; (ii) is or has become publicly known through no wrongful act of Recipient; (iii) has been rightfully received by Recipient without restriction on use or disclosure, from a third party authorized to make such disclosure; (iv) has been independently developed by Recipient without access to or use of the Confidential Information of Owner; (v) has been approved for release by written authorization of Owner; (vi) is required to be disclosed pursuant to the valid order of any government agency or judicial tribunal of competent jurisdiction, provided that Recipient gives Owner reasonable notice so that Owner may contest such order or requirement; or (vii) was disclosed to Recipient's legal or financial advisors who are under obligations of confidentiality and non-disclosure to such Recipient, for the purpose of obtaining legal or financial advice.

d. Duration. The obligations of confidentiality set forth above shall be effective during the Term of this Agreement and shall continue until such obligations no longer exist due to one or more of the reasons set forth in Section 10(c) above.

11. Injunctive Relief

The Licensed Software and related Documentation contain the valuable trade secrets of Company, and any material breach of this Agreement (including without limitation breach Sections 1, 2 or 10) will cause Company irreparable injuries for which there are no adequate remedies at law. Therefore, in the event of any such breach, Company shall be entitled to obtain equitable relief without having to prove the amount of monetary damages or that no adequate remedy at law exists, in addition to any other rights or remedies provided by this Agreement or otherwise available at law or in equity.

12. General

a.Force Majeure. Except for the payment of money, neither party shall be liable for any loss, damage, or penalty resulting from any failure or delay due to causes beyond its reasonable control.

b. Compliance with Law. Licensee shall comply with all applicable laws and regulations. Company is subject to regulation by agencies of the United States Government including the U.S. Departments of Commerce and Defense, which prohibit export or diversion of the Licensed Software to certain countries and individuals. Regardless of any disclosure made by Licensee to Company of an ultimate destination of the Licensed Software, Licensee warrants that Licensee will not export (as defined in the applicable federal laws or regulations) either directly or indirectly, any Licensed Software without first obtaining any and all necessary approvals or permits from the U.S. Departments of Commerce, Defense or any other agency or department of the United States Government as required.

c. Assignment. This Agreement shall be binding upon and inure to the benefit of both parties' successors and permitted assigns. Licensee shall not assign or transfer (by operation of law or otherwise) any of its rights or obligations under this Agreement without Company's prior written consent; any attempt to do so shall be null and void and of no force or effect. Notwithstanding the foregoing, Licensee may, without obtaining Company's written consent, assign its rights and obligations under this Agreement to a successor in interest or acquiring company, in the event of a merger, consolidation, reorganization or sale of all or substantially all of Licensee's business (each a "Corporate Event"); provided that neither such successor

entity nor any assignee (i) is engaged in the business of providing electronic design automation products or services, or (ii) would reasonably be considered a competitor of Company.

d. Notices. Notices to be given or submitted by either party to the other pursuant to this Agreement shall be directed to the addresses set forth at the beginning of this Agreement, unless one party notifies the other in writing of any change in such address. Any notice given pursuant to this Section 12 shall be deemed given upon personal delivery, five days after the postmarked date if sent by prepaid Certified or Registered Mail, Return Receipt Requested, or the day following deposit with a nationally recognized courier if sent via overnight delivery.

e. Severability. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be automatically adjusted to the minimum extent necessary for validity or enforceability. In any event, the remaining terms and provisions of this Agreement shall remain in full force and effect.

f. Governing Law. The interpretation and enforcement of this Agreement shall be governed by the internal laws of the State of California as applied to contracts between California residents executed and performed entirely within California, without regard to conflict of laws or choice of laws principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties agree that any claims, demands, suits or proceedings for the settlement or resolution of any dispute arising out of or related to this Agreement shall be brought in the state or federal courts (as applicable) in the Northern District of California, and the parties hereby consent to the jurisdiction of such courts. Notwithstanding the foregoing, Company shall be entitled to seek injunctive relief as set forth in Section 11 from any court of competent jurisdiction.

g. Non-Waiver. Any waiver by either party of any provision (or portion thereof) of this Agreement on one occasion shall not be construed as a waiver of such provision on any subsequent occasion or a waiver of any other provision. Any grant of additional rights or benefits by either party on one occasion shall not be construed as a grant of such right or benefit on any subsequent occasion or as a grant of any other right or benefit.

h. U.S. Government Restricted Rights. The Licensed Software is"Commercial Computer Software" as that term is defined in the Federal Acquisition Regulations. Use, duplication, or disclosure, by the United States Government is subject to the restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), FAR 12.212(a)(= 1995), FAR 52.227-19, or FAR 52.227-14(ALT III), as applicable. Novas Software, Inc.

i. Construction of Agreement. This Agreement has been negotiated by the parties, and the language shall not be construed for or against either party as a result of having drafted such language. Unless expressly indicated to the contrary, references to sections or exhibits mean sections in, or exhibits to, this Agreement. The titles and headings in this Agreement are for reference purposes only and do not constitute part of this Agreement.

j. Attorneys Fees. In any action to enforce the provisions of this Agreement, the prevailing party shall be awarded, in addition to and not as part of any award of damages, all arbitration and/or court costs and any

reasonable attorney and expert witness fees incurred by such party in connection therewith, including such costs and attorneys' fees incurred in enforcing and collecting any judgment.

k. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall become binding when any one or more counterparts, individually or taken together, bear the signature of both parties. A facsimile copy of this Agreement, including the signature pages, shall be deemed an original.

l. Audits. During the Term, Licensee shall permit Company (or an independent representative engaged by Company), upon reasonable prior written notice, to audit Licensee's business practices to the extent reasonably necessary to verify Licensee's compliance with the terms, conditions and restrictions of this Agreement, at such times during Licensee's regular business hours as Company may reasonably request. Any information regarding Licensee's business practices disclosed by Licensee or discovered by Company during any such audit, shall be considered Confidential Information of Licensee, and shall be subject to the restrictions on use and disclosure set forth in Section 10 hereof. Company shall pay the costs associated with performing any such audit unless such audit reveals a material breach by Licensee of the terms, conditions or restrictions of this Agreement; in which case, in addition to any other rights or remedies to which Company may be entitled at law, in equity or otherwise, Licensee shall bear all costs and expenses reasonably incurred by Company in connection with conducting such audit. Audits shall be conducted so as not to unreasonably interfere with Licensee's business activities and shall not be conducted more frequently than twice during any twelve (12) month period.

m. Third party beneficiary For any Software under this Agreement licensed by Company from Microsoft or other licensors, Microsoft or the applicable licensor is a third party beneficiary of this Agreement with the right to enforce the obligations set forth in this Agreement.

13. Definitions

"Designated LAN(s)" means one or more local area networks of computers including a License Server, located in the same geographic location, and over which the License Server is accessed in order to enable use of the Licensed Software. The Designated LAN(s) shall be identified on Purchase Orders issued by Licensee and accepted by Company from time to time.

"Designated Site" means the location at which a Designated LAN is physically located. The Designated Site shall be specified on Purchase Orders issued by Licensee and accepted by Company from time to time.

"Documentation" means any and all written and electronic user manuals and guides for the Licensed Software, made generally available by Company to end users.

"Fees" means License Fees and Maintenance Fees.

"Invoice" means an invoice for payment sent by the Company to Licensee in response to a Purchase Order or other document issued by Licensee to Company, indicating that Licensee wishes to license one or

more copies of the Licensed Software and/or order Maintenance and Support Services, pursuant to the terms of this Agreement.

"Intellectual Property Rights" means, collectively, all of the following worldwide intangible legal rights, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (i) patents, patent disclosures, patent rights, including any and all continuations, continuations-in-part, divisionals, reissues, reexaminations, utility, model and design patents or any extensions of these items; (ii) rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations and any moral rights in or to any of the foregoing; (iii) rights in trademarks, trademark registrations, and trademark applications, trade names, service marks, service names, logos, or trade dress; (iv) rights relating to the protection of trade secrets and confidential information; and (v) Internet domain names, Internet and World Wide Web URLs or addresses; (vi) mask work rights, mask work registrations and mask work applications; and (vii) all other intellectual or proprietary rights anywhere in the world including rights of privacy and publicity.

"Licensed Software" means the object code version of Company's software described on Product Quotes issued by Company from time to time.

"License Server" means the serialized central processing unit connected to a Designated LAN that hosts the license manager software used to control concurrent access to or use of the Licensed Software.

"Perpetual License" means a perpetual license granted to use the Licensed Software indefinitely, subject to compliance with the terms and conditions of this Agreement, as ordered by Licensee on Purchase Orders issued from time to time.

"Product Quote(s)" means written quotes issued by Company to Licensee from time to time, quoting License and/or Maintenance Fee(s) for various Licensed Software products.

"Purchase Order" means a written document issued by Licensee and accepted by Company indicating the type and quantity of Licenses and/or Maintenan= ce and Support Services that Licensee wishes to order.

"Term" means a period of time that commences at the beginning of the Initial Term (as defined in Section 6) and ends upon termination or expiration of the last Renewal Term (as defined in Section 6) to occur.

"Term-Based License" means a license granted to use the Licensed Software= for a fixed period of time, as ordered by Licensee on Purchase Orders issued from time to time.

By signing below, each party acknowledges that it has read, understands and agrees to be bound by this Agreement. Each party further agrees that this Agreement, its exhibits and attachments are the complete and exclusive understanding between the parties regarding the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter hereof. Licensee further agrees that any terms and conditions of any Purchase Order or similar document issued by Licensee in connection with this Agreement that are in addition to or inconsistent with the terms and conditions of this Agreement shall be of no force or effect. This Agreement may not be modified except by a written instrument executed by an authorized representative of each party.

Fintronic USA INC.

Signature:

Name:

Title:

Date:

LICENSEE

Signature:

Name:

Title:

Date:

EXIBIT A:

Fintronic USA, Inc. Maintenance Agreement

For an agreed upon yearly price Fintronic USA provides the following services as maintenance:

A1. A Fintronic product under maintenance has such a license key as to allow the usage of the latest version of the given Fintronic product which is available for download over the internet.

A2. A Fintronic product under maintenance may be re-hosted provided that a representative of the company owning the product makes a written statement stipulating (1) that the old licenses are destroyed and will not be used anymore within or outside of the company, and (2) what is the reason for re-hosting. Excessive use of re-hosting will not be accepted by Fintronic USA.

A3. Customers of Fintronic products under maintenance will receive answers to questions asked via e-mail to techsupport@fintronic.com.