PRIMEBASE LICENSE AGREEMENT

1. Subject-Matter of this Contract

   These general terms and conditions of the PrimeBase Systems GmbH (in
   the following "PRIMEBASE", PrimeBase Systems GmbH is a private limited
   company) govern the purchase and use of PrimeBase Software, in the
   following known as the program.

2. Formation of the Contract

   A contract is formed with the signing of an order-sheet by the
   customer and PRIMEBASE or - in as far as an order for that specific
   type of business is without such a form - with an order through the
   customer and an acceptance of the order through PRIMEBASE. Upon lack
   of an offer of the customer this license agreement is formed through
   customers` taking possession (i.e. Downloading, Installing, Copying,
   Accessing or Using the program) of the computer program.

   Further conditions for programs can be found in documents that have
   been made available through PRIMEBASE and that will be part of this
   contract as enclosures and documents of the certain contract.

3. Charges and Conditions of Payment

   Bills are due upon receipt. There will be an overdue interest in the
   amount of 5% of the price if the bill has not been paid 10 days after
   receipt. The sales tax will apply in the amount of the actual sales
   tax rate. An offset through the customer is only possible when his
   obligation was declared through a German court as valid and due.

4. Calculation of Prices

   The fees will be determined according to the number of concurrent
   connections between a server and the clients.

   The price can be determined on the basis of measures of the real use
   of the program. The customer is required upon request to inform
   PRIMEBASE about the data of use according to PRIMEBASE's instructions.

5. License

   The programs are intellectual property of PRIMEBASE.

   With acceptance of the customers' order through PRIMEBASE the client
   will be granted a non-exclusive and non-transferable right to use the
   program.

Contractual agreed Scope of Use

The customer is entitled to use the program according to the
contractually agreed scope of use:

The number of client work-stations on which the program can be used
simultaneously is restricted to the number of concurrent connections
in the granted licenses.

The total number of simultaneous connections may not exceed the number
encoded in the activation key. Each activation key can simultaneously
be used by one server. If a temporary license has been granted, the
Software may not be used beyond the indicated expiry date.

Transfer

The customer may sell or transfer the copied pieces to a third party
once. The passing-on is only permissible under the condition that the
third-party agrees to the terms of this agreement and that the
customer deletes at the same time all copies which had been made of
these duplications and acquits him of any possibility to use the
software under the contract.

Reverse Engineering, Reverse Compiling

The customer may not reverse engineer or reverse compile the program
or otherwise translate it except as specifically permitted by law
without the possibility of contractual waiver.

Leasing and Sublicensing

The customer may not sublicense, rent or lease the program.

6. Limited Warranty

As far as the program has been made available free of charge, there
will be no warranty at all. Otherwise there is a limited warranty by
PRIMEBASE as follows:

Software never without Defects

The parties agree that it is not possible to develop software in such
a way that it is without defects for all conditions of application.

Notification of Defects through the Customer

Eventually occurred defects have to be documented by the customer for
PRIMEBASE in an understandable manner and must be notified by the
customer to PRIMEBASE, in writing, and when possible immediately, but

at least 5 days after detection of the defects.

After the 5 day period expires, the defect is approved by the customer.

Obligation to Notify a Defect

In the case that PRIMEBASE is informed about the defects in accordance with the above stated paragraph, PRIMEBASE will perform subsequent fulfillment as follows:

Subsequent Fulfillment

PRIMEBASE is entitled to settle subsequent fulfillment through remedy or through a new delivery.

The parties have to agree on the time limits for improvement common in software contracts and appropriate to the special circumstances of the software.

The elimination of defects can also be done by telephone, written or electronic instructions.

7. Exclusion of warranty

Modification of Program

As far as the customer modifies the program or lets other parties modify the program the warranty will be excluded unless the customer shows that the defects are not caused by the modification and also the analysis of the defect will not be adversely affected.

Used in the Specified Operating Environment

The warranty will also be excluded when the program is not used in the specified operating environment and the defects are caused because of this.

Withdrawal in Case of Legal Defects

When it is not possible for PRIMEBASE to cure legal defects in appropriate und proper conditions, PRIMEBASE is entitled to withdraw from the contract.

8. Statute of Limitations

Claims regarding defects will be barred under the statute of limitations one year after delivery of the program. In case of malice

and in case of a guarantee through PRIMEBASE the legal statutes for
warranties will be untouched.

9. Liability

PRIMEBASE is liable for damages that have been caused through a
contractual guarantee, for personal damages and for damages that have
been caused through intentional or gross negligence.

Limitation of Liability

In case the program has been provided free of charge to the customer,
there will be no further liability by PRIMEBASE.

In case the program has been provided not free of charge, the
liability is limited according to the following standard:

PRIMEBASE excludes the liability for ordinary negligence, when a
violation of essential contractual duties or damages originating from
an injury of life, the body or the health is not given, or guarantees
or claims according to product liability are not affected.

In case of liability by PRIMEBASE because of ordinary negligently
violation of essential contractual duties the obligation of
compensation is limited to general damages.

There is no liability for breach of a contractual duty when the
program has defects that were unavoidable according to the technical
status at the date of the formation of the contract.

In all other cases the liability of PRIMEBASE and also its employees,
vicarious agents and representatives is excluded.

10. Data protection

The customer agrees to allow PRIMEBASE and its affiliated companies to
store and use his or her contract information, including names, phone
numbers, and e-mail addresses - anywhere PRIMEBASE and its affiliates
are doing business.

11. Termination

The customer and PRIMEBASE are allowed to terminate the contract for
important reasons, when the other - after granting an appropriate
subsequent time period - does not fulfill its contractual obligations.
PRIMEBASE is entitled to terminate this license agreement, when the
customer does not fulfill the obligations of this license agreement. A
termination is precluded in the case of insignificant violations. With
the termination of this agreement the right of use of the licensed

program ends.

12. Governing Law

The delivery and performance through PRIMEBASE is subject-matter to
this agreement and its general terms. The customer's general terms are
not part of this agreement.

13. Application of German Law

The customer and PRIMEBASE consent that all rights and duties of the
parties arising from, or relating in any manner to the subject-matter
of this agreement, without regard to conflict of law principles, are
governed, interpreted and enforced by German law.

The United Nations Convention on Contracts for the International Sale
of Goods does not apply.

14. Saving Clause

The invalidity of single terms and conditions of this agreement does
not affect the validity of other terms and conditions of this
agreement.