kAWT License Agreement

This Software License Agreement ("Agreement") is entered into between the following parties:

Developer:

Kroll, Michael & Haustein, Stefan GbR
Amselstr. 41
D-45472 Muelheim an der Ruhr
GERMANY

and

Licensee:

_____
_____
_____
_____
_____
_____
_____

Effective Date:

_____

The Developer has developed and licenses to users his software program marketed under the name kAWT. The Licensee desires to utilize a copy of the software. NOW, THEREFORE, in consideration of the mutual promises set forth herein, the developer and the licensee agree as follows:

1. License

The Developer hereby grants to the Licensee a perpetual, non-exclusive, limited license to use the software _kAWT v_____ including its source code for developing own products.
Furthermore, the Licensee is allowed to include a compiled run-time version of the software in _____ copies of his own products.

2. Restrictions

The Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software in any way not explicitly covered by the license to anyone else without the prior written consent of the Developer; provided that the Licensee may make copies of the software for backup or archival purposes.

3. Fee

In consideration of the grant of the license and the use of the software, the Licensee agrees to pay the developer US$: _____ for:

Developer Licenses:
___ developer seat(s) including six months email support (US$ 169),

Runtime Licenses:
___ package(s) including 100 licenses $100 per package each,
___ package(s) including 1.000 licenses $700 per package each,
___ package(s) including 10.000 licenses $5.000 per package each,

1x shipping (US$10).

4. Warranty of Title

The Developer hereby represents and warrants to the Licensee that the Developer is the owner of the Software or otherwise has the right to grant to the Licensee the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, the Licensee's sole remedy shall be to require the Developer to refund to the Licensee the full amount of the license fee upon the return of the Software and all copies thereof to the Developer.

5. Warranty of Functionality

1. For a period of 6 months following delivery of the Software to the Licensee (the "Warranty Period"), the Developer warrants that the Software shall perform in all material respects according to the evaluation version downloaded and tested by the Licensee.

   Using the Software in other environments than specified in the appendix is at the Licensse's own risk and not covered by this warranty.

   In the event of any breach or alleged breach of this warranty, the Licensee shall promptly notify the Developer and provide a complete (runnable) example program enabling the Developer to reproduce the reported error. The

Liscensee's sole remedy shall be that the Developer shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by the Developer.

2. In the event of any defect in the media upon which the Software is provided arising within of the date of delivery of the Software, upon return to the Developer of the Software upon the original media, the Developer shall provide the Licensee a new copy of the Software.

6. Payment

Payment of the license fee shall be made upon delivery of the Software. Payment of any other amount owed by the Licensee to the developer pursuant to this Agreement shall be paid within thirty (30) days following invoice from the Developer. In the event any overdue amount owed by the Licensee is not paid following ten (10) days written notice from the Developer, then in addition to any other amount due, the Developer may impose and the Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

7. Taxes

In addition to all other amounts due hereunder, the Licensee shall also pay to the Developer, or reimburse the Developer as appropriate, all amounts due for property tax on the Software and for sales, use, excise taxes or other taxes which are measured directly by payments made by the Licensee to the Developer. In no event shall the Licensee be obligated to pay any tax paid on the income of the Developer or paid for the Developer's privilege of doing business.

8. Warranty Disclaimer

THE DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability

The Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether the Developer was advised of the possibility of such losses in advance. In no event shall the developer's liability hereunder exceed

the amount of license fees paid by the Licensee, regardless of whether the licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

10. Notice

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Developer:

Kroll, Michael & Haustein, Stefan GbR
Michael Kroll
Amselstr. 41
D-45472 Muelheim an der Ruhr

GERMANY

If to Licensee:

_____

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11. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the **Federal Republic of Germany**.

12. No Assignment

Neither this Agreement nor any interest in this Agreement may be assigned by the Licensee without the prior express written approval of the Developer.

13. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

14. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

15. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Developer and the Licensee have executed this Software License Agreement on the day and year first above written.

Developer Signature:

_____
(Authorized Representative)

Developer Name:

_____
(Print or Type)

Developer Address:

Kroll, Michael & Haustein, Stefan GbR
Amselstr. 41
D-45472 Muelheim an der Ruhr

GERMANY

Licensee Signature:

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(Authorized Representative)

Licensee Name:

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Licensee Address:

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Appendix

Environment Specifications

- Operating System: PalmOS 3.1 - 3.5.2

- Virtual Machine: Java 2 Micro Edition, Connected Limited Device Configuration (J2ME CLDC) Version 1.0

- Hardware: Palm Connected Organizer IIIx, IIIc, V, Vx