

## LICENSE AGREEMENT

This AGREEMENT, is made effective the 31st day of December, 1998, by and between the "Parties" Ford Global Technologies, Inc., (hereinafter "FGTI"), a subsidiary of Ford Motor Company (hereinafter "Ford"), a corporation existing under the laws of the State of Michigan, with its principal office at One Parklane Blvd., Suite 600 PTE, Dearborn, Michigan 48126 and ThermoAnalytics, Inc., (hereinafter "Licensee"), a corporation existing under the laws of the State of Michigan, with its principal office at 94X Airport Road, P.O. Box 66, Calumet, Michigan 49913.

WHEREAS, FGTI represents it either owns or has the right to license certain intellectual property including radiation and thermal analysis software (referenced herein as "FGTI Licensed Software") and described in Exhibit I attached hereto.

WHEREAS, Licensee is a consultant specializing in radiation and thermal analysis and has developed and maintained FGTI Licensed Software and associated documentation for Ford under Ford Purchase Orders.

WHEREAS, Licensee represents it either is the developer or owner of or has the right to license certain radiation and thermal analysis software (referenced herein as "Licensee Licensed Software") and described in Exhibit I attached hereto.

WHEREAS, FGTI and Licensee desire for Licensee to modify and commercialize FGTI Licensed Software and Jointly Owned Software.

WHEREAS, Licensee will pay royalties to FGTI and provide other good and valuable consideration to FGTI for license rights to FGTI Licensed Software and commercialization of Jointly Owned Software.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions For purposes of this Agreement the following terms, where written with an initial capital letter, shall have the meanings assigned to them below:

"Exhibit" means the document labeled as an Exhibit which is attached hereto and is an integral part of the Agreement.

"Effective Date" means the date from which this Agreement begins to be effective between the Parties and is the date appearing in the first paragraph of this Agreement.

"FGTI Licensed Software" means the FGTI owned software and derivative works based thereon or compilations thereof described in Exhibit I hereto.

"Licensee Licensed Software" means the Licensee owned software and derivative works based thereon or compilations thereof described in Exhibit I hereto.

"Jointly Owned Software" means the FGTI and Licensee owned software and derivative works based thereon or compilations thereof described in Exhibit I hereto.

"Customer" means any entity other than FGTI Affiliate Companies to which Licensee Sells software designated in Exhibit I hereto.

"Sell" in any of its various tenses means the act of conveying software designated in Exhibit I hereto to a Customer for monetary value or non-monetary value, including those conveyed under a license.

"FGTI Affiliate Companies" means any entity in which Ford owns directly or indirectly, a 20% equity interest or any entity which FGTI may designate as such, in writing to Licensee.

"Derivative Work" means a work of authorship based on one or more preexisting works, including, without limitation, a translation, condensation, transformation, expansion or adaptation, which, if prepared without authorization of the owner of the copyright of such preexisting work, would constitute a copyright infringement. The term "Derivative Work" does not include the preexisting work upon which the Derivative Work is based.

2. FGTI License Grant FGTI hereby grants to Licensee a worldwide, non-exclusive license with rights to:

- a) reproduce in copies, utilize, market, publicly display, distribute and Sell FGTI Licensed Software;
- b) create Derivative Works based on the FGTI Licensed Software;
- c) utilize FGTI Licensed Software in its radiation and thermal analysis consulting business;
- d) authorize third party distributors to distribute, publicly display, market and Sell FGTI Licensed Software.

3. Licensee License Grant Licensee hereby grants to FGTI a world-wide, paid-up, royalty free, irrevocable, non-exclusive license with rights to:

- a) reproduce in copies, utilize, publicly display, and distribute Licensee Licensed Software to FGTI Affiliate Companies;
- b) create Derivative Works based thereon and distribute to FGTI Affiliate Companies;

4. Consideration and Duties of Licensee

4.1 Royalty Basis The Parties agree that for the purposes of determining appropriate remuneration and accounting for the exchange of property under this Agreement a "Reference Price" will be established for each copy of FGTI Licensed Software, Licensee Licensed Software and Jointly Owned Software, and the corresponding annual maintenance for each copy of FGTI Licensed Software, Licensee Licensed Software and Jointly Owned Software. The individual Reference Price for each copy of FGTI Licensed Software, Licensee Licensed Software and Jointly Owned Software and the corresponding annual maintenance listed on Exhibit II hereto shall serve as the basis for calculating Royalty payments due FGTI under this Agreement, except in those cases where Licensee charges it's Customers an amount greater than the Reference Price

for each copy of FGTI Licensed Software, Licensee Licensed Software and Jointly Owned Software and corresponding maintenance. In such cases where Licensee charges it's Customers a greater amount than the Reference Prices listed in Exhibit II hereto Licensee shall use such greater amount as the basis for calculating Royalty payments due FGTI under this Agreement.

4.2 Royalties As partial consideration for the FGTI license granted herein Licensee shall pay to FGTI an initial Royalty of Five Thousand (\$5,000.00) dollars, by June 30, 1999. Additionally, Licensee shall pay a Royalty to FGTI for each Sale of each copy of FGTI Licensed Software, Licensee Licensed Software and Jointly Owned Software at a rate that is 10% of the Reference Price for the corresponding Sales charged to Customers by Licensee or Licensee's authorized distributors or 10% of the actual price charged, whichever is greater. Licensee shall also pay a Royalty to FGTI that is 10% of the Reference Price for the corresponding annual maintenance service Sales charged to Customers by Licensee or Licensee's authorized distributors or 10% of the actual price charged, whichever is greater. Licensee shall pay a Royalty to FGTI for each Sale of FGTI Licensed Software, Licensee Licensed Software and Jointly Owned Software which are included as part of consulting services or the development of third party software modules which operate in conjunction with any portion of FGTI Licensed Software, Licensee Licensed Software and Jointly Owned Software based on the corresponding Reference Price or the actual price charged, whichever is greater.

Such Royalties are due to FGTI when invoiced to Customers and payable quarterly, within thirty (30) days after the first day of each January, April, July, and October, during the life of this Agreement.

4.3 Grant Backs As further consideration for the License granted herein, Licensee hereby assigns and agrees to assign to FGTI all copyrights Licensee acquires in original works of authorship included in additions, enhancements and improvements Licensee is authorized to make as Derivative Works to FGTI Licensed Software, and to assign to FGTI and Licensee jointly all copyrights Licensee acquires in original works of authorship included in additions, enhancements, and improvements in Jointly Owned Software, but excluding such original works by Licensee that form portions of Licensee Licensed Software.

4.4 Approval for Enhancements Licensee shall submit product plans and functional specifications to FGTI or FGTI's designee for approval at least thirty (30) days prior to beginning any modifications, improvements, enhancements or additions to source code or object code formats of FGTI Licensed Software, or Jointly Owned Software. Such approval shall not be unreasonably withheld.

4.5 Delivery of Software Within thirty (30) days following the release of a new commercial release of FGTI Licensed Software, Licensee Licensed Software and Jointly Owned Software, Licensee shall cause copies of each to be delivered to FGTI or FGTI's designee in both source code and runtime object code formats, together with all documentation and programmers' notes in sufficient detail to provide a basis for FGTI or FGTI's designee to use or to continue development.

4.6 Most Favored Terms Licensee shall provide copies of FGTI Licensed Software, Licensee Licensed Software, and Jointly Owned Software to FGTI Affiliate Companies

designated by FGTI at no additional cost to FGTI and, upon request from FGTI, Licensee shall establish most favored terms with FGTI or other FGTI Affiliate Companies for Licensee's supplying of consulting services or development services for FGTI Licensed Software and Jointly Owned Software. Most favored terms are established as a price at least 10% below the lowest price paid by any party other than FGTI or FGTI Affiliate Companies or the price paid by United States Government Cost Plus Fixed Fee (CPFF) contracts for comparable services.

4.7 Distributors Licensee shall ensure that each authorized distributor enters into a written contract with Licensee that at least conforms to the appropriate terms and conditions of this Agreement that relate to the rights and obligations extended to the distributor for such distribution of FGTI Licensed Software and Jointly Owned Software. Licensee shall be responsible for all actions taken by each authorized distributor and for liabilities each authorized distributor incurs, as a result of such distributor acting within or beyond the rights granted to Licensee under in this Agreement, whether such distributor acts on its own behalf or that of Licensee. Such actions may include but are not limited to late or insufficient Royalty payments and Reports, and unauthorized use and distribution.

5. Term

This Agreement shall enter into force on the Effective Date and shall remain in effect until terminated by either Party and all residual obligations have been fulfilled.

6. Reports and Payment

6.1 Reports and Royalty Payments Within thirty (30) days following the end of each calendar quarter Licensee shall provide a Report to FGTI which summarizes the Sale of FGTI Licensed Software, Licensee Licensed Software, and Jointly Owned Software, including each Customer's name, address, telephone number, purchase date, and corresponding number of FGTI Licensed Software, Licensee Licensed Software, and Jointly Owned Software installations, units, and gross sales associated with each FGTI Licensed Software, Licensee Licensed Software, and Jointly Owned Software Sold during the immediately preceding calendar quarter, as well as the basis for calculating the current Royalty payment. Each Report shall be accompanied by a copy of a payment receipt for the applicable Royalties paid to FGTI by Licensee for the calendar quarter corresponding to the Report. Such Report and payment receipt shall be sent to:

Attn: Director, Patent and Technology Licensing Office  
Ford Global Technologies, Inc.  
Patent and Technology Licensing Office  
One Parklane Blvd., Suite 600E  
Dearborn, Michigan 48126 USA

All payments shall be made in US dollars by wire transfer in immediately available funds to:

Comerica Bank, Detroit, MI USA  
Swift/ABA: 072000096  
Ford Deposit to:  
Ford Global Technologies  
Account No. 1850748714  
Account Location No. 9004  
(General Ledger Account Classification 27D-01)

\*\*\*\*\*Note: "Royalty/ ThermalAnalytics, Inc./Ford Global Technologies, Inc."\*\*\*\*\*

Licensee shall include the preceding notation on all payments and reports.

6.2 Late Payments Licensee agrees to pay a late payment fee computed at the rate of one and one-half percent (1-1/2%) per month, or the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is in default. In the event FGTI must institute legal proceedings to collect any amounts due hereunder, Licensee also agrees to pay the costs of any litigation, including reasonable attorney fees incurred in connection therewith.

7. Taxes and Duties

If any governmental authority of any foreign government or any subdivision thereof imposes any taxes or other duties or governmental charges ("Taxes"), including income taxes, withholding taxes, stamp taxes, registration taxes, or turnover taxes, by reason of the execution or performance of this License Agreement, Licensee will pay to FGTI such amounts ("Additional Amounts") as may be necessary to ensure that every net payment under this License Agreement after withholding for any Taxes will not be less than the amount provided for in this License Agreement to be due and payable. Licensee agrees to indemnify and hold harmless FGTI from all liability of whatever nature arising out of Licensee failure to duly and timely pay any such Additional Amounts. Licensee shall remit to FGTI any tax receipts, certificates or vouchers from the tax authorities evidencing payments of such Taxes and Additional Amounts. FGTI agrees to comply with any certification, information, documentation, or other reporting requirements necessary to obtain reduced rates under applicable income tax treaties.

8. Ownership and Protection of Intellectual Property Rights

8.1 Ownership of Software FGTI represents and Licensee acknowledges that title to FGTI Licensed Software, and all copies made in connection with this Agreement or Derivatives Works created based on FGTI Licensed Software shall belong to FGTI (or its identified licensees) and that FGTI, or its licensees or assigns shall have ownership of all copyright, trade secret, patent, trademark and other intellectual or industrial property rights therein or associated therewith. The Parties to this Agreement do not intend that any aspect of ownership in FGTI Licensed Software will be transferred to Licensee with this Agreement. Licensee shall not alter

or remove any copyright, trade secret, patent, trademark, proprietary, United States Government and/or other legal notices contained on or in copies of FGTI Licensed Software, and shall cause FGTI's copyright notice to appear on all copies of FGTI Licensed Software Sold under this Agreement. Neither the existence nor absence of any copyright notice on FGTI Licensed Software shall be construed as an admission, or deemed to create a presumption that FGTI does not assert trade secret rights in source code versions of FGTI Licensed Software.

The Parties agree that all works of authorship created or derivative works created with respect to Jointly Owned Software under this Agreement shall be deemed "joint works" under the Copyright Act and that all copyrights for such works of authorship shall jointly belong to FGTI and Licensee, excluding software modules created as specially commissioned works of authorship for third parties which operate independently or in conjunction with the FGTI Licensed Software, or Jointly Owned Software. Each Party will take any actions reasonably requested by the other Party in order to effect such intention of the Parties, including execution of appropriate assignments of copyright interests in the joint works. Upon completion of each new release of Jointly Owned Software, or upon termination by either FGTI or Licensee, as such events occur, the Parties each hereby assign their respective individual rights, title and interest in copyrights in the joint works then existing to FGTI and Licensee as joint owners. FGTI and Licensee shall each own an undivided one-half interest in all copyrights to the joint works then existing and shall be required to account to the other only in accordance with the Royalty requirements stated in Section 4.1 and 4.2 of this Agreement. Contemporaneously with the copyright assignment specified above, the Parties further grant and agree to grant each other a paid-up license under any other individual intellectual property rights each Party may have to allow each other Party full and unencumbered rights to use and license the joint works and to prepare derivative works based on the joint works, subject to accounting to each other only in accordance with the Royalty requirements stated in Section 4.1.

All such joint works of authorship Resold by Licensee shall bear a valid copyright notice designating itself as the copyright owner and shall not include the name FGTI, unless otherwise authorized or instructed by FGTI. FGTI's copies of the Licensee Licensed Software, or Jointly Owned Software shall bear at least Licensee's copyright notice.

In the case of any work of authorship, including any portion thereof, that is included in the FGTI Licensed Software, Licensee Licensed Software, or Jointly Owned Software and which is not created under this Agreement (for example existing works owned by Licensee or licensed by Licensee from third parties and incorporated in the FGTI Licensed Software, Licensee Licensed Software, or Jointly Owned Software), Licensee hereby grants to FGTI an irrevocable, nonexclusive, paid-up, royalty free, worldwide license under each and every such copyright to reproduce the work, to prepare derivative works based thereon, to distribute copies of the work to the public, to sell, lease or sub-license others, to display the work to the public, only in conjunction with the FGTI Licensed Software, Licensee Licensed Software, or Jointly Owned Software, without further accounting to Licensee or it's third party licensor.

Licensee agrees that it will not assign any of its rights granted herein with respect to in the FGTI Licensed Software, Licensee Licensed Software, or Jointly Owned Software to a party other than FGTI, without obtaining written permission from FGTI prior to such assignment.

8.2 Disassembly and Decompilation Prohibited Except and to the extent, that may, otherwise be expressly and specifically permitted by the terms of this Agreement, Licensee shall not permit its customers or distributors to directly or indirectly, make, cause or permit disassembly or decompilation of FGTI Licensed Software, or Jointly Owned Software.

8.3 Protection Licensee shall take appropriate action with Licensee's employees to satisfy its obligations under the terms of this Agreement with respect to use, copying, protection and security of FGTI Licensed Software, or Jointly Owned Software.

9. Warranties, Disclaimers, Infringement

9.1 Licensee Warranty

9.1.a Licensee Conformance Warranty Licensee warrants that the FGTI Licensed Software, Licensee Licensed Software, or Jointly Owned Software and related documentation conforms with all current and future specifications and any updates, improvements, enhancements or additions to such specifications shall conform as documented and as furnished to FGTI by Licensee in connection with this Agreement or any Ford Purchase Order Agreement entered into between Ford or FGTI Affiliate Companies and Licensee. Upon FGTI's request Licensee will correct promptly at no additional charge to FGTI, or FGTI Affiliate Companies each variance of the FGTI Licensed Software, Licensee Licensed Software, or Jointly Owned Software from the written specifications and any programming error attributable to Licensee.

9.1.b Licensee Services Warranty Licensee warrants that any services rendered by Licensee will be performed in a professional manner by qualified personnel.

9.1.c Licensee Year 2000 Compliance Warranty Licensee represents and warrants that the use of FGTI Licensed Software, Licensee Licensed Software, or Jointly Owned Software will operate prior to, during, and after the calendar year 2000 A.D., without error relating to date data, specifically including but not limited to any error relating to calculations, sorting, interpretation, processing or acceptance of date data which represents or references different centuries or more than one century.

9.1.d Licensee Waiver of Limitation of Liability Any provision of this Agreement which tends to limit or eliminate the liability of Licensee shall have no application with respect to the Year 2000 Compliance Warranty set forth herein.

9.2 FGTI Warranty

9.2.a FGTI Ownership Warranty FGTI has authority to enter into this Agreement and has no knowledge that the use of FGTI Licensed Software infringes the intellectual property

rights of others. FGTI makes no other warranties express or implied, and specifically disclaims any warranty of third party intellectual property of merchantability and fitness for any particular purpose.

9.2.b. FGTI Disclaimer FGTI MAKES NO WARRANTY OR REPRESENTATION THAT FGTI LICENSED SOFTWARE OR JOINTLY OWNED SOFTWARE CAN BE USED FOR ANY PARTICULAR FUNCTION OR THAT LICENSEE OR ANY CUSTOMER HAS THE ABILITY TO USE IT, AND FGTI ASSUMES NO RESPONSIBILITY FOR THE SAFETY, QUALITY, DESIGN, SPECIFICATIONS, COMPLETENESS OR OTHER CHARACTERISTICS OF THE PERFORMANCE, OUTPUT OR END PRODUCT RESULTING FROM THE USE OF FGTI LICENSED SOFTWARE AND JOINTLY OWNED SOFTWARE. LICENSEE'S USE OF FGTI LICENSED SOFTWARE AND JOINTLY OWNED SOFTWARE WILL NOT DIMINISH LICENSEE'S OBLIGATIONS OR MITIGATE ANY FAILURES TO PERFORM SPECIFIC SERVICES UNDER THIS AGREEMENT OR ANY PURCHASE ORDER CONTRACTS ISSUED TO LICENSEE BY FGTI OR FGTI AFFILIATE COMPANIES.

9.3 Infringement

9.3.a. Infringement Warranty Licensee warrants that the transfer to FGTI and FGTI's use of FGTI Licensed Software, Licensee Licensed Software or Jointly Owned Software and derivatives thereof or compilations thereto will not infringe any proprietary rights (including patents, copyrights, trademarks and trade secrets) of any other party. Licensee will indemnify, hold harmless and defend FGTI from any and all claims, liabilities and expenses, including attorney fees incurred by FGTI in defending or settling each such claim, provided FGTI notifies Licensee in a timely fashion of such claim.

9.3.b. Infringement Remedies In the event that a final injunction shall be obtained against the use, marketing or distribution of FGTI Licensed Software, Licensee Licensed Software or Jointly Owned Software by reason of infringement, or if in either Party's opinion FGTI Licensed Software, Licensee Licensed Software or Jointly Owned Software is likely to become the subject of a claim of infringement, Licensee will, at its expense, either (1) procure for FGTI the right to continue to use, market, or distribute FGTI Licensed Software, Licensee Licensed Software or Jointly Owned Software, or (2) replace or modify the same so that it becomes non-infringing while being capable of performing the same function.

9.4 Limitations.

9.4.a. Exclusion of Consequential Type Damages FGTI shall not be liable for special, incidental, indirect or consequential damages for the loss of profit, revenue, or data by Licensee or Customers, even if FGTI shall have been advised of the possibility of such potential loss or damage. Licensee further agrees that FGTI shall not be liable for any claim or demand against Licensee or FGTI by any third party.



Licensee shall defend, hold harmless and indemnify FGTI from and against any claims, costs, damages and/or liability arising out of the Customer's use of FGTI Licensed Software, Licensee Licensed Software or Jointly Owned Software, except to the extent such claims, costs or damages are expressly covered by FGTI Warranty under Section 9.2.

9.4.b. Duties of Licensee Licensee agrees to undertake those actions permitted or required by the laws and regulations of each jurisdiction in which Licensee is authorized to Sell FGTI Licensed Software, Licensee Licensed Software or Jointly Owned Software to ensure that the limits of FGTI's liability and responsibility under this Agreement, are valid and enforceable as against Customers and Licensee.

Licensee agrees to defend and indemnify FGTI against any and all claims arising from Licensee's negligent acts or omissions in Licensee's marketing, distributing or demonstrating FGTI Licensed Software, or Jointly Owned Software. Such indemnification shall extend but not be limited to misrepresentations made by Licensee's personnel, and the failure of Licensee to comply with the terms of this Agreement.

10. International Delivery and Export

10.1 Export License Responsibilities Licensee shall be responsible for obtaining applicable export licenses for all FGTI Licensed Software or Jointly Owned Software to be exported by Licensee. Licensee acknowledges that the exportation of all FGTI Licensed Software, or Jointly Owned Software or Software from the United States may be subject to the Export Administration Act of 1979, as amended, and the rules and regulations thereunder.

10.2 Export Reassurance Licensee agrees not to export or re-export FGTI Licensed Software, or Jointly Owned Software, software, documentation, or technical data furnished to Licensee under this Agreement, or any part or direct product thereof, directly or indirectly, unless (1) written permission to do so has first been obtained from the responsible United States governmental agencies, or (2) a general license exempting such export or re-export from the requirement for such permission is in effect at the time of such export or re-export, and the requirements of such general license are fully complied with.

11. Termination The License granted to Licensee under this Agreement may be terminated by Licensee at any time, upon Licensee providing three (3) months written notice to FGTI.

If any of the events below occur with respect to Licensee, then FGTI may terminate the License upon giving not less than thirty (30) days' written notice to Licensee.

(a) Licensee becomes insolvent; files for a voluntary petition of bankruptcy or liquidation; proposes any dissolution, liquidation, reorganization, or recapitalization with creditors; has filed against it any involuntary petition of bankruptcy or liquidation, or a receiver is appointed or takes possession of the Party's property, and such petition or receiver is not dismissed or stayed within ninety (90) days after such filing, appointment or taking possession; makes an assignment for the

benefit of creditors, or is adjudicated as bankrupt; or takes any similar action under similar laws of any jurisdiction.

(b) Licensee commits a material breach of this Agreement which is not remedied within thirty (30) days after written notice (clearly stating the breach) has been given by FGTI.

11.1 Effects of Termination The following rights and obligations of the respective Parties shall survive any termination of the License:

- (a) the representations, warranties, indemnification's, disclaimers and limitations on liability set forth in Section 9 shall survive, and shall bind the Parties and their successors, heirs and assigns;
- (b) licenses validly Sold by Licensee under this Agreement prior to termination and the Parties' obligations with respect to those licenses, shall continue in effect in accordance with the terms of those licenses;
- (c) Licensee's obligations to assign copyrights, grant licenses to inventions, deliver source code and object code for joint works;
- (d) reporting obligations and obligations of Licensee to pay FGTI for all Royalties not yet paid but accrued or fees not yet accrued for licenses Sold under (b) above or prior to termination of this Agreement; and
- (e) the obligation to pay Royalties to FGTI shall survive until Licensee ceases to market, Sell, and support the FGTI Licensed Software, Licensee Licensed Software or Jointly Owned Software.

In addition, immediately upon any termination of the License or termination of validly Sold licenses, whichever is later, Licensee will return to FGTI all copies of and information related to FGTI Licensed Software, and Jointly Owned Software that were furnished to or prepared by Licensee in connection with the rights Licensed under this Agreement.

11.2 Right to Terminate The rights of either Party to terminate are absolute. The parties have considered the possibility of expenditures necessary in preparing for performance of this Agreement and the potential losses and damages which would be incurred in the event of termination or non-renewal, but have agreed that the Party moving for termination or non-renewal shall not be liable to the other for damages in any form by reason of such termination or non-renewal undertaken in accordance with the provisions of this Agreement. The rights and remedies set forth in this Section 11 are in addition to any other rights and remedies that might otherwise be available in law or in equity.

12. Trademark Notices All trademarks and trade names identifying FGTI Licensed Software or FGTI or Ford businesses (the "Marks") are, and will remain the exclusive property of FGTI and Ford respectively. Licensee shall not take any action that jeopardizes the Marks, and acquires no rights in the Marks except in the limited use rights specified below. Licensee shall be limited to using the Marks exclusively to advertise and promote FGTI Licensed Software. Before publishing any advertisements, or promotional materials bearing a Mark, Licensee shall deliver a sample of such materials to FGTI for prior approval.

13. General Provisions

13.1 Publicity Each Party agrees not to disclose to any third party (other than bankers, investors and lenders, and legal and other professional advisors which have a duty of confidentiality to the Party), without the prior written consent of the other, the terms and conditions of this Agreement. However, either Party may inform others of the existence of this agreement without prior written consent. Press releases, however, will be submitted for review prior to release, and such review shall be promptly undertaken. Such obligations shall apply, except as required by law or governmental regulations, requirements, or orders, or as may be necessary by a Party to establish or assert, or resolve its rights as provided under the terms of this Agreement.

13.2 Inspection During the term of this Agreement and any extensions thereof and for a period of twelve (12) months thereafter, Licensee agrees to keep records showing all Resale of FGTI Licensed Software, Licensee Licensed Software or Jointly Owned Software under the Agreement, in sufficient detail to enable the Royalties payable hereunder by Licensee to be determined, and further agrees to permit its books and records to be examined from time to time to the extent necessary (but not more frequent than once each year) to verify the Reports provided for in Section 6 hereof. Such examination to be made at the expense of FGTI by any auditor appointed by FGTI who shall be acceptable to Licensee. In the event an auditor's examination report identifies discrepancies that exceed the cost of the audit, Licensee shall pay for the expense of the audit.

13.3 No Waiver Either Party's failure to exercise any right under this Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement.

13.4 Governing Law This Agreement and all attachments, schedules and exhibits shall be governed and construed in accordance with the laws, statutes and regulations of the United States of America and the State of Michigan, excluding its choice of law rules. All actions concerning the interpretation or enforcement of this Agreement shall be commenced in a state or federal court of competent jurisdiction located in Wayne County, Michigan to whose jurisdiction the parties hereto expressly consent. This Agreement is deemed entered into in Dearborn, Michigan, USA

13.5 Severability If any provision of this Agreement is declared void, illegal or unenforceable, that provision shall be deemed amended as necessary to conform to applicable laws or regulations, or if that provision cannot be amended without materially altering the intention of the parties, the remainder of the Agreement shall continue in full force and effect as if the offending provision were not contained in this Agreement.

13.6 Force Majeure If the performance of any obligation is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, then the Party affected

shall be excused from such performance to the extent necessary, provided that the Party so affected shall use reasonable and diligent efforts to remove such causes of nonperformance.

13.7 Assignment Neither this Agreement nor any rights granted hereunder, in whole or in part shall be assignable or otherwise transferable by Licensee, unless: (i) the entire Agreement is assigned as part of the sale of an entire business unit that utilizes the License as part of its business at the time of sale; (ii) the buyer of such business unit agrees to be bound by the terms and conditions of this Agreement; and (iii) FGTI is provided with written notice of such assignment within 30 days following such assignment. Except for the right granted in the immediately preceding sentence, nothing in this Agreement grants to Licensee the right to assign, sell, lease, loan or otherwise transfer the License in whole or in part to a third party without the written consent of FGTI, which shall not be unreasonably withheld.

13.8 No Solicitation Except as may be specifically agreed in advance by the affected Parties, for the period of three (3) years following the effective date of this Agreement, Licensee will not directly or indirectly, solicit for employment or hire any employee of FGTI or Ford with whom Licensee has had contact while working on the FGTI Licensed Software or becomes known to Licensee in connection with this transaction. This prohibition against solicitation and hiring shall not preclude any employee of FGTI or Ford from being hired by Licensee if such employee (i) initiates discussions regarding such employment without any direct or indirect solicitation by Licensee or its representatives, (ii) responds to any public advertisement or (iii) has been terminated by his/her employer prior to the commencement of employment discussions with Licensee.

13.9 Independent Contractor This Agreement creates no relationship of joint venture, partnership or agency between the parties. Licensee is an independent contractor and is not the agent or employee of FGTI for any purpose whatsoever. Licensee is not granted any right or authority to act, and shall not assume or create any obligation or liability, express or implied, on behalf of or in the name of FGTI, other than as expressly set forth in this Agreement. Any act of Licensee attempting to assume or create such obligation or liability shall be null and void. Licensee is not expressly or impliedly authorized to act for, bind or commit FGTI. Licensee shall not make any misrepresentations, promises or guarantees concerning FGTI Licensed Software or Jointly Owned Software or FGTI or FGTI services; nor shall Licensee enlarge the obligations of FGTI beyond the scope of the warranty provided herein by FGTI. The Licensee shall indemnify and hold FGTI harmless for any liability or damage to FGTI resulting directly from a violation of this Section 13.9.

13.10 Notice Notice hereunder shall be effective when given in writing by either Party to the other and delivered to the address given below or the last noticed address provided by either Party.

Licensee shall send all reports and notices made under this Agreement to FGTI at the following address:

Ford Global Technologies, Inc.

Director, Patent and Technology Licensing Office  
Parklane Towers East - Suite 600  
One Parklane Boulevard  
Dearborn, Michigan 48126-2490

with a copy via facsimile to: (313) 323-2674

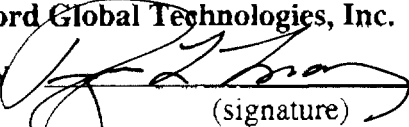
FGTI shall send notices made under this Agreement to Licensee at the following address:

ThermoAnalytics, Incorporated  
94X Airport Road  
P.O. Box 66  
Calumet, MI 49913

14. Entire Agreement - Headings The terms and conditions of this Agreement, together with Exhibits I and II hereto, constitute the entire Agreement between FGTI, Ford and Licensee with respect to FGTI Licensed Software, Licensee Licensed Software or Jointly Owned Software and supersedes all previous proposals (both oral and written), negotiations, representations, writings and all other communications between the parties. This Agreement may not be changed or modified except by a writing signed by the parties. The headings used in this Agreement are for convenience only, and shall not affect the interpretation of any of the terms and conditions of this Agreement.

Each Party hereby confirms its acceptance of the terms and conditions of this Agreement by having its respective authorized representative sign below on behalf of the designated Party.

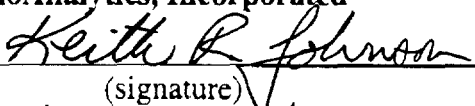
**Ford Global Technologies, Inc.**

By   
(signature)

Name Roger L. May

Title President and Chief Executive Officer

**ThermoAnalytics, Incorporated**

By   
(signature)

Name Keith R. Johnson

Title President

License Agreement between FGTI and TAI  
Exhibit I

FGTI Licensed Software

- "RadTherm" means the specialized engineering analysis software program designed to perform complex thermal analysis of large computer-based models utilizing a state of the art Radiation Algorithm Module for modeling the steady state and transient distribution, and transfer (radiation, conduction and convection) of heat over complex component systems.
- Fluid Flow - is an software interface to RadTherm/WinTherm Pro which provides specialized flow construction and support for flow specific thermal properties.

Licensee Licensed Software

- "WinTherm " means, predictive capabilities, model editors, the Graphical User Interface, and the next generation windows based software for NT and UNIX for thermal analysis of small to medium sized models utilizing state of the art Radiation Algorithm for modeling the steady state and transient distribution, and transfer.
- WinTherm Lite means the node limited version of WinTherm for thermal analysis of small models utilizing a state-of-the-art Radiation Algorithm for modeling results of multi-mode heat transfer.

Jointly Owned Property

- "WinTherm Pro" means the Jointly Owned Software that will be developed consisting of the combined functionality of RadTherm and WinTherm.

License Agreement between FGTI and TAI  
Exhibit II

FGTI Licensed Software/ Jointly Owned Software

Reference Prices

	<u>Perpetual Stand-alone</u>	<u>Perpetual Floating</u>	<u>Annual Stand-alone</u>	<u>Annual Floating</u>	<u>Annual Maint.</u>
RadTherm/ WinTherm Pro	\$15,000	\$22,500	\$ 7,500	\$11,250	25%
Fluid Flow	\$ 7,000	\$10,000	\$ 3,500	\$ 5,000	25%

Licensee Licensed Software

WinTherm

<u>Perpetual Windows Stand-alone</u>	<u>Perpetual Windows Floating</u>	<u>Annual Maint.</u>
\$ 2,950	\$5,900	25%

<u>Perpetual UNIX Stand-alone</u>	<u>Perpetual UNIX Floating</u>	<u>Annual Maint.</u>
\$6,000	\$12,000	25%

WinTherm Lite  
(Windows Only)

<u>Perpetual Stand-alone</u>	<u>Perpetual Floating</u>	<u>Annual Stand-alone</u>	<u>Annual Floating</u>	<u>Annual Maint.</u>
\$1,600	\$ 3,200	\$ 800	\$ 1,600	25%

\* Academic Pricing

75% Discount from the listed Reference Prices