This Agreement is made by and between :

The
<div align="center">

DEPARTMENT OF SIMULATION,
INSTITUTE OF SYSTEMS ENGINEERING, PROF. WIECHERT,
</div>

a public educational institution organized and existing under the laws of Germany, having an address at Universität Siegen, Paul-Bonatz-Straße 9-11, 57076 Siegen, Germany (hereinafter "INSTITUTE"), represented by Prof. Dr. W. Wiechert acting as group leader,

And,

<div align="center">

METABOLIC EXPLORER,
</div>

a corporation organized and existing under the laws of France having its registered office in Biopole Clermont-Limagne, 63360 Saint-Beauzire, France, (hereinafter "METEX") represented by Dr. Benjamin GONZALEZ acting as CEO,

And,

Scientific/Educational Institution,

having an address at

represented by ………………… acting as ……………………….
(hereinafter "USER"),

Hereinafter collectively referred to as "the parties"

WHEREAS, the INSTITUTE has designed and developed the 13C FLUX software (hereinafter referred to as the SOFTWARE).

WHEREAS the INSTITUTE which holds all intellectual rights, titles and interests in the SOFTWARE has entered into a collaboration agreement with METEX by which the INSTITUTE grants worldwide exclusive commercial rights on the SOFTWARE.

WHEREAS USER desires to be granted access rights on the SOFTWARE for academic and scientific uses.

Initials Institute   Initials METEX   Initials X

NOW, the INSTITUTE, METEX, and the USER agree as follows:

1. The INSTITUTE shall provide to the USER, on a royalty-free basis, the executable version of the SOFTWARE developed by the INSTITUTE upon signature of this agreement by the three parties.

2. The USER shall use the SOFTWARE only for academic and scientific research purposes in its own premises and in the framework of its own research program. The USER undertakes not to market the SOFTWARE nor to enter into any collaboration with third party relating to the usage, to the development or to the marketing of the SOFTWARE.

3. The USER shall communicate to METEX all commercial information that may be of assistance to METEX for the commercial development and marketing of the SOFTWARE, and shall inform the INSTITUTE of any modification it contemplates to carry on the SOFTWARE.

4. The USER undertakes to mention the name of the INSTITUTE and Prof. Wiechert in all its publication or oral communications relating directly or indirectly to the use of the SOFTWARE. The USER shall also precise that a commercial version of the SOFTWARE is marketed by METEX.

5. The INSTITUTE, METEX and the USER agree that in case of any dispute relating to the execution or/and interpretation of this agreement they shall endeavour to reach a settlement amicably. Failing this, settlement of dispute shall be referred to the courts of Paris in accordance with the laws of France.

IN WITHNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate

INSTITUTE	**METEX**	**USER**
Name	Name	Name
Signature	Signature	Signature
Date	Date	Date