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This Agreement made effective as of the date executed by the last of the parties hereto, is entered into by and between STANFORD BUSINESS SOFTWARE, INC incorporated under the laws of the State of California, USA, (hereinafter referred to as "SBSI") and

a University located at

(hereinafter referred to as the "LICENSEE").

SBSI is separate and independent from Stanford University. SBSI has rights to license MINOS™ to others based on an agreement dated 1/22/93 (signed 1/25/93) between SBSI and THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY. This agreement is entered into by and between SBSI and the LICENSEE subject to the following terms and conditions:

1. BACKGROUND

- (a) A computer software system designated MINOS™ was developed at STANFORD UNIVERSITY with grant support of the U.S. Government.
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- (a) SBSI grants and the LICENSEE accepts a fully paid, nonexclusive, non-transferable, and perpetual license to use the MINOS™ computer software system (hereinafter referred to as the "PROGRAM") and associated documentation as SBSI has available subject to the terms hereof at a university site.
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Palo Alto, CA 94306-0398, USA
Phone: (650) 856-1695

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Name: _____
Title: _____
Address: _____

Phone: _____

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- (a) Upon acceptance of this Agreement by SBSI and receipt of the royalty fee set forth in Paragraph 4 hereof, SBSI agrees to deliver electronically or a CD containing the PROGRAM, the associated documentation as set forth in Paragraph 2 hereof, and one fully executed copy of this Agreement to the LICENSEE's designated person in Paragraph 7 hereof.
- (b) The LICENSEE agrees to accept the PROGRAM as delivered and it is understood that SBSI will provide no maintenance, installation services, debugging, improvements, or support of any kind.
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- (a) The LICENSEE agrees that the PROGRAM is provided solely for the use of the LICENSEE.
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- (c) The LICENSEE agrees not to use any portion of the PROGRAM in any machine-readable form outside the scope of this license agreement.
- (d) The LICENSEE agrees that it will take appropriate action with its employees and consultants, by agreement or otherwise, to satisfy its obligations under this Agreement with respect to use, copying, transference, protection, and security of the PROGRAM, and any other materials provided by SBSI to the LICENSEE as a result of this Agreement.

13. **GOVERNING LAW**

- (a) The MINOSTM software, ideas, and accompanying documentation are protected by the United States Copyright law and by the International Treaty provisions. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of California.

14. **INTERPRETATION**

- (a) Alterations of or additions to this Agreement shall be made only in writing and duly executed by representatives of both parties. No waiver shall be binding unless signed by the party to be charged.
- (b) This Agreement cancels and supersedes all previous statements, verbal or written, concerning the dealings between the parties regarding the rights granted hereunder and represents the complete agreement between the parties with respect to those rights.

15. **EXPORT**

LICENSEE warrants that LICENSEE will not export or reexport, directly or indirectly: (i) the Program or any portion thereof, or (ii) any direct product (including equipment, processes or services) produced by use of the Program, or (iii) any product of a complete plant or of the Program, to any country except when such export or reexport is authorized in full compliance with the laws and regulations of the United State of America.

Only the terms of this license agreement will apply; no other terms, whether they be on a purchase order or elsewhere, will apply to the purchase and use of MINOS™.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the dates given below:

STANFORD BUSINESS SOFTWARE, INC.

Sign: _____
Print: _____
Title: _____
Date: _____

By signing this agreement I verify that I am authorized to accept the terms and conditions of this License Agreement for the institution specified below.

LICENSEE: _____
Academic Institution

Sign: _____
Institutional Representative

Print: _____
Title: _____
Date: _____