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# SOFTWARE EVALUATION AGREEMENT

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 (hereinafter referred to as "SBSI") incorporated under the laws of the State of California, USA, and

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(hereinafter referred to as "LICENSEE") a corporation with principal headquarters located at

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SBSI is separate and independent from Stanford University. SBSI has rights to license NPSOL™ (hereinafter referred to as "SOFTWARE") 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 (hereinafter referred to as "STANFORD"). This agreement is entered into by and between SBSI and the LICENSEE subject to the following terms and conditions:

1. LICENSEE wishes to conduct site performance testing and evaluation of such SOFTWARE, and to determine any further interest in acquiring rights to use such SOFTWARE under other terms and conditions to be agreed upon at a later date.
2. SBSI hereby grants LICENSEE the right to use such SOFTWARE for the purposes of evaluation only.
3. In consideration of this Software Evaluation Agreement, LICENSEE will pay SBSI Four Hundred Dollars (\$400), nonrefundable, upon signing this Agreement.
4. LICENSEE agrees not to copy or reproduce such SOFTWARE for any purpose other than that which is reasonably necessary for evaluation, during the agreed upon testing period.
5. LICENSEE acknowledges SBSI's assertion of its claim of the proprietary nature of such SOFTWARE. LICENSEE further agrees that by submission of such SOFTWARE to LICENSEE for the purpose of this Agreement STANFORD does not relinquish any rights to such SOFTWARE, nor does LICENSEE acquire any rights of any kind to such, other than the limited right to use such during the testing thereof and only for the testing period of the time agreed to by SBSI. LICENSEE further agrees to take the reasonable measure it customarily utilizes to protect its own proprietary nature of such SOFTWARE.
6. This Agreement will terminate on \_\_\_\_\_, or upon LICENSEE giving fifteen (15) days advance written notice to STANFORD the results of any evaluations that may have taken place during the term of the Agreement, at the time of termination.
7. LICENSEE agrees to return to SBSI, or destroy, all copies of the SOFTWARE and documentation of the time of termination of this Agreement, unless SBSI and LICENSEE have begun good faith negotiations towards a License Agreement.

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

STANFORD BUSINESS SOFTWARE, INC.

LICENSEE: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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