

## SOFTWARE LICENSE AGREEMENT

Effective as of ("Effective Date"), THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California (hereinafter "Stanford"), and \_\_\_\_\_, an organization at \_\_\_\_\_ (hereinafter "LICENSEE"), agree as follows:

### **1. BACKGROUND**

- 1.1 Certain SOFTWARE, known as Bloodborne Pathogens Training Program, was developed at STANFORD.
- 1.2 STANFORD wishes to grant licenses to SOFTWARE in order that it become available for public use and benefit.
- 1.3 LICENSEE, a University, wishes to acquire a license to use SOFTWARE solely in the field of use of internal academic purposes only.
- 1.4 STANFORD has distributed SOFTWARE to certain organizations with no provision for support on a nonexclusive, nontransferable basis.

### **2. DEFINITIONS**

- 2.1 "SOFTWARE" means those source code and binary files known as Bloodborne Pathogens Training Program and any other material relating to SOFTWARE which will be provided to LICENSEE pursuant to this Agreement.
- 2.2 "Licensed Field of Use" means internal academic purposes only. Licensed Field of Use specifically excludes any commercial use.

### **3. GRANT**

- 3.1 STANFORD grants, and LICENSEE accepts, a nonexclusive license to use, copy, and modify SOFTWARE for internal academic purposes only.
- 3.2 The above license in Paragraph 3.1 shall terminate fifteen years after Effective Date unless earlier terminated in accordance with Article 8 hereof. STANFORD retains all rights in tangible and intangible property provided to LICENSEE.
- 3.3 LICENSEE agrees:
  - (a) To maintain the quality of SOFTWARE;
  - (b) To affix an appropriate notice of copyright to all copyrightable materials licensed under Paragraph 3.1 hereof, and to do such things as are reasonable to protect and preserve STANFORD's rights in such copyrights;
  - (c) To exercise due care in protecting SOFTWARE from disclosure to third parties, at least to the degree it exercises care in protecting its own proprietary information; and
  - (d) To take appropriate action with its employees and consultants to satisfy its obligation under this Agreement with respect to maintaining the above degree

of protection for SOFTWARE.

3.4 LICENSEE agrees that the source code is for internal use only.

#### **4. ENHANCEMENTS BY LICENSEE**

During the period of this Agreement, subject to mutually agreeable terms, STANFORD may obtain from LICENSEE, any enhancements made by LICENSEE to SOFTWARE. STANFORD agrees not to further distribute such enhancements without the prior written consent of LICENSEE.

#### **5. ROYALTIES**

In consideration of the licenses granted herein, LICENSEE shall pay to STANFORD a nonrefundable license issue royalty of One Thousand Five Hundred Dollars (\$1,500).

#### **6. INDEMNITY AND DISCLAIMER OF WARRANTIES**

STANFORD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. By way of example, but not limitation, STANFORD MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF SOFTWARE WILL NOT INFRINGE ANY PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER RIGHTS. STANFORD shall not be LIABLE for any liability or damages with respect to any claim by LICENSEE or any third party on account of, or arising from, the license or use of SOFTWARE.

#### **7. TERMINATION**

7.1 This Agreement may be terminated by LICENSEE upon thirty (30) days written notice to STANFORD.

7.2 This Agreement may be terminated by STANFORD if after at least thirty (30) days written notice by STANFORD as to the nature of noncompliance to any terms of this Agreement, LICENSEE is still in noncompliance; or

7.3 Surviving any termination are:

- (a) LICENSEE's obligation to pay royalties accrued or accruable;
- (b) The provisions of Articles 6; and
- (c) Any cause of action or claim of LICENSEE or STANFORD, accrued or to accrue, because of any breach or default by the other party.

#### **8. MISCELLANEOUS**

8.1 Assignment: This Agreement may not be assigned.

8.2 Arbitration: Any controversy arising under or related to this Agreement, and any disputed claim by either party against the other under this Agreement shall be settled by arbitration in accordance with the Licensing Agreement Arbitration Rules of the American Arbitration Association.

8.3 Export: LICENSEE warrants that LICENSEE will not export or reexport,

directly or indirectly, SOFTWARE to any country except when such export or reexport is authorized in full compliance with the laws and regulations of the United States of America.

8.4 Promotional Advertising: LICENSEE agrees not to identify STANFORD in any promotional advertising or other promotional materials to be disseminated to the public or any portion thereof or to use the name of any nonconsenting STANFORD faculty member, employee, or student, or any trademark, service mark, trade name, or symbol of STANFORD or the Stanford Health Services, or that is associated with either of them, without STANFORD's prior written consent.

Notices: All notices shall be deemed to have been fully given when done in writing and deposited in the United States mail, registered or certified, and addressed as follows:

To STANFORD: Office of Technology Licensing  
Stanford University  
1705 El Camino Real  
Palo Alto, CA 94306  
Attention: Director

To LICENSEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Either party may change its address upon written notice to the other party.

8.6 None of the terms, covenants, and conditions of this Agreement can be waived except by the written consent of the party waiving compliance.

8.7 This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of California.

8.8 Electronic Copy. The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals by their duly authorized officers or representatives.

THE BOARD OF TRUSTEES OF THE LELAND  
STANFORD JUNIOR UNIVERSITY

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

LICENSEE

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_