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Once we have received the signed copies of the Agreement, we will send you the following: **ONE** copy of the source code and **TWO** copies of the CD. Currently, we do not have available a generic version of the Program which has the Stanford information removed. When we do have a generic version, we will provide **ONE** copy of the source code to you free of charge.

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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 (“STANFORD”), and _____, a _____ corporation having a primary place of business at _____ (“LICENSEE”) agree as follows:

1. BACKGROUND

- 1.1 STANFORD has an assignment of certain Software as defined hereinafter and desires to license the Software in order that it become available for public use and benefit.
- 1.2 LICENSEE desires to obtain a license to the Software to provide training for its employees.
- 1.3 The Software was created with Macromedia’s Authorware Program. STANFORD has a Run-time Distribution Agreement with Macromedia which allows STANFORD to license the Software (see Attachment A). STANFORD also has an Authorware Web Player Distribution Agreement with Macromedia which allows STANFORD to license the web player version of the Software (see Attachment B).

2. DEFINITIONS

- 2.1 “Software” means those source code and binary files known as the Computer Workstation Ergonomics CD-ROM, provided to LICENSEE pursuant to this Agreement.
- 2.2 “User” means a single employee of LICENSEE who uses the Software for his or her own training needs.
- 2.3 “Licensed Programs” means those computer programs developed by LICENSEE, including manuals and related documentation, which include a material portion of, or which are derived from, Software.

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- 3.5 LICENSEE agrees the source code is for internal use only.
- 3.6 LICENSEE agrees to abide by the terms of the Macromedia Run-Time Distribution Agreement and Authorware Web Player Distribution Agreement. LICENSEE also agrees to

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Neither party will identify the other 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 either party's

faculty member, employee, or student or any trademark, service mark, trade name, or symbol of either party, without the prior written consent of the other party.

7. TERMINATION

- 7.1 This Agreement may be terminated by LICENSEE upon thirty (30) days written notice to the other party. STANFORD may terminate the Agreement upon thirty (30) days written notice if LICENSEE is in material breach of any provision.
- 7.2 Surviving any termination are:
 - (a) The provisions of Articles 5 and 6; and
 - (b) Any cause of action or claim, accrued or to accrue, because of any breach or default by the other party.

8. MISCELLANEOUS

- 8.1 This Agreement may not be assigned.
- 8.2 Any controversy arising under or related to this Agreement and any disputed claim by either party against the other under this Agreement – excluding any dispute relating to the copyright validity or infringement arising under this Agreement – shall be settled by arbitration in accordance with the Licensing Agreement Arbitration Rules of the American Arbitration Association.
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To STANFORD: Office of Technology Licensing
 Stanford University
 900 Welch Road, Suite 350
 Palo Alto, CA 94304-1850
 Attention: Director

To LICENSEE: _____

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

- 8.4 None of the terms, covenants, and conditions of this Agreement can be waived except by the written consent of the party waiving compliance.
- 8.5 This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of California.
- 8.6 This Agreement constitutes the entire understanding between the parties and no modification or amendment thereof will be binding upon either party unless it will be in writing and signed by persons authorized to bind the parties to the Agreement.

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 _____



RUN-TIME DISTRIBUTION AGREEMENT

This agreement must be signed and return to Macromedia prior to distribution of any publisher product.

This Agreement is entered into by and between Macromedia, Inc., a Delaware corporation with principal offices at 600 Townsend, San Francisco, California 94103 ("Macromedia") and the Publisher identified on the signature page hereof ("Publisher"), effective as of the date of receipt by Macromedia. This Agreement supplements and amends Macromedia's end-user license agreement, provided with Macromedia's Authorware® and/or Macromedia Director® authoring software.

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- (a) A "Developer" creates the End-User Products, using the Macromedia Software.
- (b) An "End-User Product" is the output file generated by the Macromedia Software, which includes a component of the Macromedia Software called the Macromedia Run-Time. Animations, courseware, presentations, demonstration files, interactive multimedia material, interactive entertainment products and the like are examples of End-User Products.
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RUN-TIME DISTRIBUTION AGREEMENT

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- (b) **Governing Law and Legal Actions.** This Agreement shall be governed by internal laws of the State of California.

Publisher:

Sign Name: Katharine Ku
 Print Name: Katharine Ku
 Title: Director, Technology Licensing
 Company Name: Stanford University
 Address: 900 Welch Road, Suite 350
Palo Alto, CA 94304
 Tel No.: 650-723-0651
 Fax No.: 650-725-7295
 E-mail: katharine.ku@stanford.edu
 Dated: January 7, 2000

Developer (if different from Publisher):

Contact Name: _____
 Title: _____
 Company Name: _____
 Address: _____

 Tel No.: _____
 Fax No.: _____
 E-mail: _____

Please fill in the information requested above and mail this Agreement and Exhibit(s) A to:

Made with Macromedia Program
 Macromedia, Inc.
 600 Townsend Street
 San Francisco, CA 94103

Your Agreement is effective upon receipt by Macromedia. You will not receive a confirmation or a return copy from Macromedia.



EXHIBIT A RUN-TIME DISTRIBUTION AGREEMENT

Publisher Product Requiring MADE WITH MACROMEDIA Marking

Product Name: Computer Workstation Ergonomics

Product Description: CD-ROM which explains proper ergonomics when using a computer workstation.

Platform:

Mac Win Other _____ Anticipated Introduction Dates: 11/13/98

Distribution Medium: CD-ROM Floppy _____ Other web-deliverable

Runtime being distributed: Authorware Director _____

Products used in development: (check all that apply)

- Authorware Director Dreamweaver Fireworks
- Flash FreeHand Fontographer SoundEdit 16

Publisher Information:

Company: Stanford University

Address: 900 Welch Road, Suite 350
Palo Alto, CA 94304

Phone: 650-723-0651

Fax: 650-725-7295

E-mail: Katharine.Ku@Stanford.edu

Sign Name: Katharine Ku

Print Name: Katharine Ku

Title: Director, Technology
Licensing

Developer Information: (if different from Publisher)

Company: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Sign Name: _____

Print Name: _____

Title: _____

Consent

May we use your Publisher Product for promotional, advertising and/or demonstration purposes? Macromedia agrees to credit the Publisher and/or Developer as follows, and agrees not to publish the Publisher Product as a stand-alone piece:

Yes No Maybe - contact me

Credit line: _____

Send completed and signed Exhibit A to:

Attn: Made with Macromedia Program
Macromedia, Inc.
600 Townsend St.
San Francisco, CA 94103



EXHIBIT B LOGO USAGE GUIDELINES

General Guidelines

- The Made with Macromedia (MWM) trademark can only be used by licensed parties.
- The trademark must never be altered and must be reproduced from the supplied digital file.
- The trademark may not be used in connection with the display, advertising or promotion of products that do not contain Macromedia run-times.
- Licensees must identify the logo as a trademark of Macromedia, Inc. in the following format: "Made with Macromedia is a trademark of Macromedia, Inc."

Location Guidelines

The Made with Macromedia logo must appear on both the packaging and within the software according to the following guidelines:

1. Packaging (Print)
 - On the outermost front, back or sides of the package. It may **not** be placed on the top or bottom of the product.
 - If no box is used and the product is delivered on CD-ROM, the logo must be visible on the outside of the CD jewel case either on the front insert or the back tray liner.
 - If no box is used and the product is delivered on floppy disk, the seal must appear on the diskette holder or diskette label.
 - Use the logo artwork designated for "Print"
2. Software (Screen)
 - On the splash screen, credits screen, or similar location within the software product for a minimum of four seconds.
 - Use the logo artwork designated for "Screen"

Size Guidelines

1. Packaging (Print)
 - The minimum height of the Made with Macromedia logo is 1/2 inch, or no smaller than other, similar logos on the package.
2. Software (Screen)
 - The logo artwork designated for screen use must maintain its original size of 196 pixels wide by 174 pixels tall as supplied in the digital file.

Color Guidelines

- Color is an integral part of the Made with Macromedia logo. There are three acceptable color variations for the logo on packaging and within the software:
 1. PANTONE colors: PMS2726 and Black.
 2. Four Color Process directly separated from the EPS file.
 3. Black and White version.
- Either the color or black and white version of the Made with Macromedia logo is acceptable on screen.
- The RGB colors for onscreen display are: R: 51; G: 51; B:153
- The Netscape Safe Color is 333399

Clear Space Guidelines

- The area surrounding the Made with Macromedia logo should be even, unpatterned, and free from typography, illustration and other graphic elements. At a minimum, this clear space must extend around the height and width of the logo by 1/4 inch.

Background

- The logo can be placed on screened background as long as the logo is clearly visible.
- The logo may NOT be reversed to white. Use the black & white version supplied.



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11. General

This Agreement shall be governed by the internal laws of the State of California. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. All questions concerning this Agreement shall be directed to: Macromedia, Inc., 600 Townsend, San Francisco, CA 94103, Attention: Chief Financial Officer.

MACROMEDIA

Authorware Web Player Distribution Agreement

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The parties agree that this provision will not limit Macromedia's remedies for the infringement of its intellectual property.

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(a) Governing Law. This Agreement shall be governed by laws of California.

(b) Notice. All notices under this Agreement shall be addressed to or delivered to the parties at the addresses set forth herein and shall be sufficient if sent by facsimile.

(c) No Agency. Macromedia and Licensee are each independent entities and neither party shall be, nor represent itself to be, a franchisor, franchisee, joint venturer, partner, master, servant, principal, agent or legal representative of the other party for any purpose whatsoever.

(d) Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

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