STANFORD BUSINESS SOFTWARE, INC.
SA-MINOS 1.0 ORDER FORM (ACADEMIC)

SA-MINOS is distributed as FORTRAN 77 source code electronically. It will run on all scientific machines (mainframes, workstations, PCs) on which you can use a Fortran 77 compiler.

Product	License Type		
	Single CPU	*Department*	*University site*
SA-MINOS 1.0	◯ $125	◯ $200	◯ $350
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CA Residents Please add Sales Tax			
The quoted prices are for payment by cash, check, or wire. (See next page for credit card payment.)			

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SA-MINOS 1.0 ORDER FORM (ACADEMIC)
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SA-MINOS (Version 1.0) LICENSE AGREEMENT (UNIVERSITY SITE)

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").

This agreement is entered into by and between SBSI (which is separate and independent from Stanford University) and the LICENSEE subject to the following terms and conditions:

1. ## BACKGROUND

    (a) A computer software system designated SA-MINOS was developed at STANFORD BUSINESS SOFT-WARE, INC.

    (b) STANFORD BUSINESS SOFTWARE, INC has certain copyright rights by assignment in the Software Components described herein sufficient to enable it to grant the licenses granted herein.

    (c) LICENSEE wishes to acquire and SBSI is willing to grant nonexclusive rights to use SA-MINOS™.

    (d) SBSI has distributed SA-MINOS to certain organizations with no provision for support, on a nonexclusive, nontransferable basis.

2. ## LICENSE

    (a) SBSI grants and the LICENSEE accepts a fully paid, nonexclusive, non-transferable, and perpetual license to use the SA-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.

    (b) The PROGRAM furnished hereunder shall consist of FORTRAN source code.

    (c) The PROGRAM furnished hereunder has been used as a research tool and a design aid; it is not product-quality software. SBSI is providing the PROGRAM at LICENSEE's request solely as "research data" on an "as is, with all defects" basis, without maintenance, debugging, support or improvements.

    (d) The associated PROGRAM documentation furnished hereunder shall consist of a SA-MINOS User's Guide.

    (e) Copyright and trademark rights in the PROGRAM and associated documentation furnished hereunder are retained by STANFORD BUSINESS SOFTWARE, INC; the LICENSEE shall take all reasonable precautions to preserve STANFORD BUSINESS SOFTWARE, INC's copyright and trademark therein. Nothing herein shall be construed as permitting LICENSEE (a) to use the mark "SA-MINOS" in connection with any product or service offered by LICENSEE, or (b) to exercise any right, except as specified in this Agreement, under copyright.

3. ## TERM

    (a) This Agreement shall become effective on the date that it is accepted by SBSI and shall remain in effect until the LICENSEE discontinues use of the licensed PROGRAM provided hereunder.

    (b) Upon termination of this Agreement, LICENSEE shall either (i) destroy all copies of the PROGRAM; or (ii) return all copies to SBSI.

4. ## LICENSE FEE

    (a) Upon execution of this Agreement, LICENSEE agrees to pay to SBSI a one-time royalty license fee of Three Hundred and Fifty Dollars ($350) plus shipping charges if applicable and plus all applicable sales, use, excise, and similar taxes. Payment shall be made in United States Currency in the form of a check (or bank wire transfer) for the exact aforementioned amount made payable to "STANFORD BUSINESS SOFTWARE, INC." Payment shall be sent with two fully completed copies of this Agreement to:

Stanford Business Software, Inc.
P.O. Box 60398
Palo Alto, CA 94306-0398, USA
Phone: (650) 856-1695

5. **SCOPE OF LICENSE**

The license granted hereunder and the licensed PROGRAM may not be assigned, sublicensed or otherwise transferred by the LICENSEE, other than to wholly owned subsidiaries of the LICENSEE.

6. **COMPUTER SYSTEMS**

   (a) LICENSEE agrees that the program shall be used only at the following location:

   _____

7. **TECHNICAL COMMUNICATIONS**

   (a) For the purposes of technical communication between SBSI and the LICENSEE, the LICENSEE designates the following person to communicate with SBSI regarding the PROGRAM:

   Name: _____
   Title: _____
   Address: _____
   _____
   _____
   Phone: _____

   (b) If the LICENSEE replaces, within 5 years, the aforementioned designated person with another person, the LICENSEE is requested to give written notice to SBSI of the name of such person.

8. **DELIVERY OF SOFTWARE**

   (a) Upon acceptance of this Agreement by SBSI and receipt of the royalty fee set forth in Paragraph 4 hereof, SBSI agrees to deliver floppy disk(s) 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.

   (c) A fee based support may however be made available on request.

9. **LIMITATION OF LIABILITY**

   (a) SBSI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, SBSI MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE USE OF THE LICENSED SOFTWARE COMPONENTS OR DOCUMENTATION WILL NOT INFRINGE ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. SBSI SHALL NOT BE HELD LIABLE FOR ANY LIABILITY NOR FOR ANY DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY CLAIM BY LICENSEE OR ANY THIRD PARTY ON ACCOUNT OF OR ARISING FROM THIS AGREEMENT OR USE OF THE PROGRAM.

10. **PROGRAM IMPROVEMENTS**

    (a) Changes made by the LICENSEE to the PROGRAM, which would not constitute a copyright infringement to the PROGRAM, are the sole property of the LICENSEE. However, upon request, LICENSEE may provide SBSI with a royalty-free, non-exclusive license to such changes upon mutually agreeable terms and conditions.

11. **TITLE**

    (a) STANFORD BUSINESS SOFTWARE, INC reserves the right to grant any rights to the PROGRAM to other persons or entities upon such terms and conditions as STANFORD BUSINESS SOFTWARE, INC shall accept.

    (b) The LICENSEE agrees not to alter, change, or remove from the PROGRAM any identifications, including copyright and trademark notices, which indicate ownership thereof by STANFORD BUSINESS SOFTWARE, INC or others.

12. **USE RESTRICTIONS**

(a) The LICENSEE agrees that the PROGRAM is provided solely for the use of the LICENSEE.

(b) The LICENSEE agrees not to knowingly duplicate, provide, or otherwise make available the PROGRAM or any other material provided in support of the PROGRAM, including but not limited to documentation and the PROGRAM code, in any form, to any person, party, or entity without the prior written consent of SBSI. Such prohibitions shall not apply to disclosure or duplication by the LICENSEE to its employees and consultants to the extent that such disclosure is reasonably necessary to the LICENSEE's use of the PROGRAM.

(c) The LICENSEE agrees not to use any portion of the PROGRAM in any machine-readable form outside of the PROGRAM without the prior written consent of SBSI.

(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.

(e) No restriction of this Agreement applies against disclosure of the PROGRAM or documentation, provided that the copyright and trademark are protected.

13. GOVERNING LAW

(a) The SA-MINOS software, ideas, and accompaning 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.

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: _____