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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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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 "Workstation" means a single computer in use by an employee of LICENSEE.

2.3 "User" means a single employee of LICENSEE who uses the Software for his or her own training needs.

2.4 "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.

3. GRANT

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3.2 If LICENSEE wishes to provide the Licensed Programs to additional Workstations, LICENSEE and STANFORD agree to discuss another licensing arrangement.

3.3 The above license in Paragraph 3.1 shall continue in perpetuity unless earlier terminated in accordance with Article 7 hereunder.

3.4 LICENSEE agrees:

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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.

8.3   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
> 900 Welch Road, Suite 350
> Palo Alto, CA 94304-1850
> Attention: Director

> To LICENSEE: _____

> _____

> _____

> Attention: _____

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 _____

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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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-1-

RUN-TIME DISTRIBUTION AGREEMENT

(b) **Trademark License.** Macromedia grants to Publisher the right to use the "Made with Macromedia" logo, a trademark of Macromedia, as set forth in Section 3, below.

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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.

MADE WITH 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___X___ Win___X___ Other_____ Anticipated Introduction Dates:___11/13/98_____

Distribution Medium: CD-ROM____X____ Floppy_____ Other__web-deliverable

Runtime being distributed: Authorware__X_____ 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 __X__ 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

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- 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.
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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
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   - 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.

EXHIBIT C
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MACROMEDIA

Authorware Web Player
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> Where practical, Licensee shall provide notice of and impose the restrictions in this section, and the limitations in Section 5, upon its licensees and end users or set them forth in an end user license.

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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.

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