

SOFTWARE EVALUATION AGREEMENT

Effective as of \_\_\_\_\_, 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 \_\_\_\_\_ having a principal place of business at \_\_\_\_\_ ("EVALUATOR"), agree as follows:

1 -- STANFORD owns or has rights to the software known as PLAID SOFTWARE ("SOFTWARE"), as described in Stanford Docket S00-096, and its associated documentation.

2 -- EVALUATOR has agreed to conduct site performance testing and evaluation of such SOFTWARE to assist STANFORD in refinement of the 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.

3 -- STANFORD hereby grants EVALUATOR the right to use such SOFTWARE for the purposes of evaluation only.

4 -- EVALUATOR 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 -- EVALUATOR acknowledges STANFORD's assertion of its claim of the proprietary nature of such SOFTWARE. EVALUATOR further agrees that, by submission of such to EVALUATOR for the purpose of this Agreement, STANFORD does not relinquish any rights to such SOFTWARE, nor does EVALUATOR 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 time agreed to by STANFORD. EVALUATOR further agrees to take the reasonable measures it customarily utilizes to protect its own proprietary data to protect the confidential nature of such SOFTWARE for the period of this Agreement and for three (3) years thereafter.

6 -- This Agreement will terminate sixty (60) days from the Effective Date or upon EVALUATOR giving fifteen (15) days advance written notice to STANFORD, whichever comes first. EVALUATOR agrees to make available to STANFORD the results of any evaluations that may have taken place during the term of the Agreement, at the time of termination.

7 -- EVALUATOR agrees to return to STANFORD, or destroy, all copies of the SOFTWARE and documentation at the time of termination of this Agreement, unless STANFORD and EVALUATOR have begun good faith negotiations towards a License Agreement.

EVALUATOR

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_