ParcPlace Systems
HPS Source Code License Agreement
Educational Institutions

This HPS Source Code License Agreement ("Agreement") is made and entered into by and between ParcPlace Systems, Inc. ("ParcPlace"), having an office at 1550 Plymouth Street, Mountain View, CA 94043, and Stanford Unversity ("Licensee") having an office at:

STANFORD UNIVERSITY - PROCUREMENT
851 WELCH RD.
PALO ALTO, CA. 94304
ATTN: COMPUTER BUYER

which address shall be considered Site for Delivery of Legal Notice under this Agreement.

In consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

1. Definitions.

1.1 The term "Licensed Source" shall mean the source code versions in human and machine readable forms, including any modifications or improvements made by ParcPlace and provided to Licensee, of the computer software program(s) set forth on Exhibit A hereto, and any other materials which are provided by ParcPlace for use in connection with said source code, including without limitation, installation manuals, operations manuals and internal documentation.

1.2 The term "Source Code" shall mean any set of instructions in machine or human readable form whose output is directly executable on a central processing unit after compilation or assembly in Object Code, whether such instructions are contained on paper, magnetic media, electronic impulses or other form or media.

1.3 The term "Object Code" shall mean the computer code derived from the related Source Code by compilation or other process which translates the source code or some intermediate code derived therefrom to a form which is understood and acted upon by computers.

1.4 The term "use" shall include: reading, modifying, copying any portion of the Licensed Source, including copying into an Authorized CPU as set forth in Exhibit B; running Object Code versions of the Licensed Source or Licensed Source derivative in conjunction with any of the units of Objectworks\Smalltalk licensed for Licensee internal use; or transmitting any portion of the Licensed Source, including transmission to an Authorized CPU as set forth in Exhibit B, for processing of the instructions or statements contained therein.

1.5 The term "Authorized Users" shall mean the maximum number of users set forth in Exhibit B, including specifically those persons whose names are set forth on Exhibit B hereto, as such number and names may be amended from time to time by written notice to