

Center for Computer Research in Music and Acoustics

Julius O. Smith III
Assoc. Prof. (Research), CCRMA, Music Dept.
Stanford University, Stanford, CA 94305
Tel: (415)723-4971, Fax: (415)723-8468
Email: jos@ccrma.stanford.edu

Nov. 16, 1992

Jeff Sasmor, Ariel Corp.
16462 Martincoit Rd.
Poway, CA 92064

Hi Jeff,

Here again is the agreement with your name spelled right! Hope it looks ok.

Cheers,

Julius

Hi Heidi,

*We need to get
JC or CC to
sign these & then
mail*

*What date - from
page?*

SOFTWARE LICENSE AGREEMENT

This Agreement is made as of Sept. 30, 1992, between Ariel Corp., a New Jersey corporation with principal offices at 433 River Road, Highland Park, NJ 09804, ("Ariel"), and the Center for Computer Research in Music and Acoustics (CCRMA), Dept. of Music, Stanford University, Stanford, CA 94305 ("Licensee").

Whereas, Ariel has developed and owns the software known as "Bug56" (the "Software") that Ariel is willing to license to Licensee in order, among other commitments, for Licensee to (a) provide support for the Software and (b) make freely available a distribution copy of Licensee's ported software in object form only.

Now therefore, in consideration of the licenses, promises and covenants set forth below, the parties agree as follows:

1 LICENSE. Subject to the performance by Licensee of the obligations set forth in Section 2 and the terms and conditions of this Agreement, Ariel grants to Licensee a nonexclusive, nontransferable, license:

(a) to use, copy, modify, and prepare and have prepared derivative works of the Software for internal use in source code and object code forms on NeXT computers; and

(b) to distribute, and to sublicense others through the channels of distribution to copy and distribute, the Software and derivative works based on the Software developed by or for Licensee in object code form only for use only on NeXT computers.

2 COMMITMENTS. The Software license to Licensee shall be subject to performance by Licensee of all of the following:

(a) Licensee shall make reasonable efforts to ensure that the Software and Enhancements are available worldwide at no charge (except for media reproduction costs and shipping and handling, if any) for use (A) by all educational and not-for-profit organization and (B) on NeXT computers. Nothing herein shall prevent CCRMA from selling support services in conjunction with the sale of the Software and Enhancements.

(b) Licensee shall provide support to any sublicensee of the Software.

3 TITLE/PROPRIETARY RIGHTS. Licensee acknowledges that all title to and ownership of the Software (including all copyright, trade secret and other intellectual property rights in the Software) shall remain with Ariel. Licensee shall retain all title to and ownership of Licensee's modifications to the Software (including all copyright, trade secret and other intellectual property rights in such modifications). Licensee agrees not to alter, remove or obscure any copyright notices or other proprietary notices on or in the source code or object code of the Software. Licensee agrees to include the same proprietary notices and other legends on or in any copy or listing of the Software as are contained on or in the Software as furnished by Ariel.