

ExTemplate Demonstration Site License Agreement

This Software Demonstration Site License Agreement (“Agreement”) is entered into between William Marsh Rice University, located at 6100 Main Street, Houston, Texas 77005 (“Rice”) and _____, located at _____, State _____, USA # _____ (“Licensee”), an educational institution or not-for-profit organization.

1. ExTemplate Software

The ExTemplate software (“Software”) allows users to create web interactive exercises and/or tests in a variety of formats with full media integration. The Software supports all languages and, due to its database functionality, allows both instructors and students to access cumulative records on the web. Exhibit A describes the System Requirements for installing and running the Software.

2. Acknowledgement of Demonstration Testing

Rice and Licensee acknowledge and agree that the Software is a demonstration version that may contain bugs, defects and errors and that the Software is not expected to function fully upon installation. Licensee and Rice further acknowledge and agree that the Software is being supplied to Licensee without charge in exchange for Licensee’s evaluation of the Software.

3. Grant of License

Rice grants Licensee a royalty-free, nonexclusive, nontransferable license to use the Software at _____ University, subject to the terms and conditions of this Agreement.

4. Term and Termination

a. Term of License. The license granted by this Agreement shall expire two years from the date that this Agreement is signed by Licensee, unless earlier terminated by either party pursuant to Section 3.b.

b. Termination This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party. Upon termination of this Agreement for any reason, Licensee agrees to (i) return to Rice all copies of the Software, including any copies of any associated written materials, and (ii) delete from all of Licensee’s computer systems all copies of the Software.

c. Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 4b, 6, 7, 8, 9, 10, and 11 shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

5. Testing

a. Testing by Licensee. Licensee agrees to use and evaluate the Software. Licensee agrees, upon the request of Rice, to provide Rice with reports that fully describe (i) the results of Licensee's use and evaluation of the Software, including any defects or bugs found in the Software and any information necessary for Rice to evaluate such defects or bugs, and (ii) any recommendations for changes or modifications to the Software.

b. Support by Rice. Rice has no obligation under this Agreement to support the Software. Although Rice has no obligation to support the Software, Rice agrees to work with the Licensee and provide limited telephone support to assist the Licensee in using and evaluating the Software. Furthermore, Rice may, at its sole option, provide Licensee corrections for bugs, defects or errors in the Software.

c. Access to Licensee's Computer System. Upon the request of Rice, Licensee agrees to allow Rice, at mutually agreed times, to have reasonable access to the Software on Licensee's computer system for the purpose of using, testing, modifying and correcting the Software.

6. Right to Use Licensee's Evaluation.

Licensee agrees that Rice shall have the right to use, in any manner and for any purpose, any information gained as a result of Licensee's use and evaluation of the Software. Licensee's use of such information shall include, but not be limited to use of all or part of Licensee's reports and evaluations in promotional materials. Rice may also incorporate any information gained from Licensee into the Software or its documentation.

7. Ownership of Software.

Licensee acknowledges and agrees that Rice shall retain sole and exclusive ownership of all right, title and interest, including without limitation copyright, patent, trade secret, and all other intellectual property rights, in and to the Software and any changes, modifications or corrections to the Software arising during testing of the Software by Licensee. Upon Rice's request, Licensee agrees to execute such further instruments and take such further action as Rice may reasonably request to ensure Rice's ownership of any such change, modification or correction.

8. Confidentiality.

a. Acknowledgement of Trade Secrets. Licensee acknowledges that the Software contains valuable trade secrets and confidential information owned by Rice, including but not limited to the development status of the Software, the functionality of the Software, the appearance, content and flow of the Software's screens, the method and pattern of user interaction with the Software, and the content of the Software's documentation.

b. Restrictions. Licensee agrees that Licensee and its employees, students, agents and subcontractors shall not, directly or indirectly, (i) sell, lease, assign, sublicense or otherwise transfer, (ii) duplicate, reproduce or copy (except to make one backup archival copy), (iii) disclose, divulge or otherwise make available to any third party, (iv) use except as authorized by this Agreement, or (v) decompile, disassemble, or otherwise analyze for reverse engineering purposes the Software, including all trade secrets and confidential information therein. Licensee shall take all reasonable precautions to prevent inadvertent disclosure of the Software, including all trade secrets and confidential information therein.

9. No Warranty

LICENSEE AND RICE AGREE THAT THE SOFTWARE PROVIDED IS NOT A FULLY TESTED PRODUCT AND IS ACCEPTED BY LICENSEE "AS IS" WITH ANY AND ALL FAULTS, DEFECTS, AND BUGS. RICE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATED TO THE SOFTWARE, ITS USE OR ANY INABILITY TO USE IT, THE RESULTS OF ITS USE AND THIS AGREEMENT. FURTHERMORE, LICENSEE ACKNOWLEDGES THAT USE OF THE SOFTWARE IS AT LICENSEE'S SOLE RISK.

10. Limitation of Liability

a. Damages Limitation. In no event shall Rice be liable for any damages, whether in contract or tort (including negligence), including but not limited to direct, consequential, special, exemplary, incidental and indirect damages, arising out of or in connection with this Agreement or the use, the results of use, or the inability to use the Software. Licensee shall be responsible and liable for all third party claims of any nature, directly or indirectly arising out of or in connection with the use of the Software by Licensee, its employees, students, subcontractors, agents or affiliates. Furthermore, Rice shall not have any liability or obligation to Licensee with regard to claims of infringement or misappropriation of the intellectual property rights of third parties.

b. Data Protection. Licensee agrees that it shall have the sole responsibility for protecting its data used in connection with the Software.

11. Other Provisions

a. No Assignment. Licensee may assign or otherwise transfer any of the rights and obligation arising out of this Agreement without the prior written consent of Rice.

b. Independent Parties. Nothing contained in this Agreement shall be construed as creating a joint venture partnership, or agent relationship between Rice and Licensee.

c. Waiver. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this Agreement, and such party shall have all remedies provided herein at law and in equity with respect to such act and any subsequent act in breach or default of this Agreement.

d. Severability. The parties hereby acknowledge that if any provision of this Agreement is determined to be invalid and hereto unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practical, be deemed valid and enforceable. To the extent any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of the Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

e. Notices. Any notice required or permitted under the terms of this Agreement, or given in connection with this Agreement, by either party to the other shall be in writing and may be effected by personal delivery or by certified mail, postage prepaid, return receipt requested, as follows:

To Rice:
Director, Office of Technology Transfer
Rice University MS-705
6100 Main Street
Houston, TX 77005-1892

(713) 713-348-6231 Phone
(713) 713-348-6289 Fax
techtran@rice.edu

To Licensee:

_____ Phone

_____ Fax

_____ email

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this paragraph.

f. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supercedes all prior and contemporaneous agreements, understanding and negotiations, relating to the subject matter hereof. This Agreement may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties.

g. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States and the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). Licensee and Rice irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date shown below. This Agreement is effective as of the date it is signed by both parties.

UNIVERSITY _____

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

WILLIAM MARSH RICE UNIVERSITY

Nila Bhakuni.

Director, Office of Technology Transfer

Date: _____

Exhibit A

ExTemplate Technical Requirement

Server Requirement

Required

Web server
IIS or other webserver
Cold Fusion 4.5+

Database
MS SQL Server

Optional

Media Server, Real Server
(and/or QT or MMS)
Wimba 3.0+
Wimba
Flash Media Server 2

Client Requirements

Platform	Windows Mac
Browser	MS Internet Explorer, Firefox, Safari
Microphone	Any microphone
Java	Sun JRE

ExTemplate Installation

Step 1

Run SQL scripts to create database in MS SQL Server 7.0 or newer:
--Run the ExTemplate_2_CAO.SQL script to create tables. This should result in a database called "PLC"
--Run the ExTemplate_2_LID.SQL script to load initial data, using the PLC database created by the CAO script as a target

Step 2

Create ODBC datasource:
In the Cold Fusion Administrator, set up a SQL Server datasource called "PLC" and map it to the PLC database created by the scripts.

Enable the new PLC datasource for client variable storage. Choose NOT to create the tables, as the tables are already present in the database.

Step 3

Copy CFML scripts directory to webserver:

Copy the folder called “PLC” into the root (ideally) of the webserver directory.

(If it is not possible to add this folder to the root, create a Cold Fusion mapping to the directory of your choice and later modify the “mapping” application variable in the various application.cfm files in the scripts later on.)

Add “default.cfm” to the default document list in the IIS webservice manager for the PLC directory. Make sure that the PLC folder is enabled for script execution.

Edit the application.cfm files in the scripts:

Open the following files in a text editor and make the changes indicated:

`\PLC\Includes\App_Vars.cfm`

`Application.Wimba_VE_Path = “ie: http://IP adressof your server:port/wimba/ve/”`

If the web directory containing the scripts is other than “/PLC,” edit the application variable setting in the following files to reflect the path of your choosing. If you chose to install the files to the default “\PLC” folder in the webserver root, then leave these files alone

`\PLC\Application.cfm`

`\PLC\Admin\application.cfm`

`\PLC\Faculty\application.cfm`

`\PLC\Students\application.cfm`

If further information is needed or if there are installation questions, please direct your comments to:

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Associate Director, Center for the Study of Languages
120 Rayzor Hall, MS-37
Rice University
6100 Main Street
Houston, TX 77005

(713) 348- 6156
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Exhibit B

User Department Contact Information and Campus Location

Chair or Director: _____

Department or Center: _____

Campus Address: _____

Phone Number: _____

Fax Number: _____

Email: _____