

# **Respondus LockDown Browser**

## **License Agreement for Non-profit Educational Institutions**

### **Definitions**

**Licensors:** Respondus, Inc., a corporation duly organized and existing under the laws of the state of Washington, USA, having its corporate headquarters in Redmond, Washington, being proprietor of testing and game authoring tools for the education market.

**Licensee:** A not-for-profit school, college, university, or institution of higher education that has obtained a license for the Respondus LockDown Browser<sup>™</sup> product in accordance with the terms of this agreement.

**Affiliates:** Current employees, instructors, and students of the Licensee.

**Software Product:** Respondus LockDown Browser, a customized browser that increases the security of online testing.

### **Duplication and Distribution Rights**

The Licensee is permitted to redistribute the Software Product to Affiliates for the duration of this license.

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Any use or redistribution of the Software Product in a manner not explicitly stated in this agreement, or not agreed to in writing by the Licensor, is strictly prohibited.

### **Termination**

This agreement is effective until terminated. The Licensee may terminate this agreement at any time by notifying the Licensor of the termination and destroying all copies of the Software Product. If the Licensee terminates its license prior to the end of the academic year (generally July 31), the Licensor will not refund or prorate the Licensee for its licensing fees, nor will it

reduce or waive any licensing fees still owed to the Licensor. Upon termination of the license, the former Licensee must make a good faith effort to eliminate further use of the Software Product by Affiliates of the institution.

The Licensor has the right to terminate this agreement if the Licensee violates one or more terms in this agreement. If the Licensor sends a notice of termination to the Licensee, the Licensee must immediately discontinue all use of the Software Product. In addition, the Licensee may be subject to legal action by the Licensor.

### **Disclaimer of Warranty**

While the Licensor has tried to ensure that the Software Product is accurate and free from defect, it is provided “as is” without warranty of any kind. The Licensee and its Affiliates assume the entire risk as to the results and performance of the Software Product(s). The Licensor disclaims all warranties, expressed or implied, including but not limited to implied warranties of fitness for a particular purpose. In no event shall the Licensor be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Product(s).

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### **Term of Contract**

This license agreement is based on “academic years,” starting August 1 and ending July 31. This agreement is automatically renewed unless the Licensee indicates in writing its intent to discontinue its License. If the Licensee has not issued payment for its annual license fee by August 1, the Licensor is permitted to withhold updates of the Software Product and to restrict access to services that are available to Licensees in good standing. The Software Product will cease to function after the license has expired.

### **Ownership of Software**

The Software Product is copyrighted by the Licensor and remains the property of the Licensor. This license is not a sale of the original software or any copy. The Licensee owns the physical media on which the Software Product is installed, but the Licensor retains title and ownership of the software and all other materials included as part of the Software Product.

### **License Fees**

There are two ways to license the Software Product: 1) a Campus-wide Site License, or 2) a “Lab Pack” license. The Campus-wide Site License has an annual fee based on the Full-Time Equivalency student enrollment at the institution. A “Lab Pack” license has an annual fee based on a specified number of installations of the Software Product.

The annual fee structure for a Campus-wide Site License of the Software Product is as follows:

### **Campus-wide Licensing for Respondus LockDown Browser (Annual Fee)**

Under 2,000 students	\$1945	\$0.97 / FTE
2,001 to 2,500 students	\$2245	\$0.90 / FTE
2,501 to 5000 students	\$2845	\$0.57 / FTE
5,001 to 10,000 students	\$3395	\$0.34 / FTE
10,001 to 15,000 students	\$3745	\$0.25 / FTE
15,001 to 20,000 students	\$3995	\$0.20 / FTE
20,001 to 25,000 students	\$4295	\$0.17 / FTE
25,001 to 30,000 students	\$4595	\$0.15 / FTE
30,000 to 35,000 students	\$4995	\$0.14 / FTE
Over 35,000 students	Ask for Quote	

The annual fee structure for Lab Pack pricing is as follows:

### **“Lab Pack” Licensing for Respondus LockDown Browser (Annual Fee)**

10 copies @ \$69 each	\$690
20 copies @ \$59 each	\$1180
40 copies @ \$49 each	\$1960
Over 40 @ \$48 each	

Approximately three months prior to the August 1 license renewal date, the Licensor will provide the Licensee an invoice for the next year's license fee. Payment of the annual license fee is due by the renewal date.

### **Price Adjustment**

The Licensor has the right to increase or decrease the annual license fee from year to year. If the Licensor intends to adjust the annual license fee, it must give notice to the Licensee no less than 60 days before the annual renewal date.

### **Prorating of Fees and Credits**

During the first year of a license, the Licensor may, on its own discretion, prorate the *annual* license fee to adjust for a partial year of licensing.

### **Initiating a License**

To obtain a campus-wide license for Software Product, fill out the *Ordering and Contact Information* form below and return it with a purchase order or payment.

## Respondus LockDown Browser Campus-wide License Ordering & Contact Information

To obtain a campus-wide license for Respondus LockDown Browser, fill out the following form and return it to Respondus. Please allow 2-3 days for processing.

**Institution:** \_\_\_\_\_ **Campus/Branch:** \_\_\_\_\_

**Provide the Full-Time Equivalency student enrollment at your campus (round to the nearest thousand):** \_\_\_\_\_

**CMS (select all being used):**     Blackboard    Version \_\_\_\_\_    Login URL: \_\_\_\_\_  
    WebCT CE    Version \_\_\_\_\_    Login URL: \_\_\_\_\_  
    WebCT Vista    Version \_\_\_\_\_    Login URL: \_\_\_\_\_

### Administrator Contact

*This is person who receives all information related to the Respondus LockDown Browser software, including product updates and licensing information.*

**Name/Position** \_\_\_\_\_

**Department** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_    **Fax** \_\_\_\_\_

**E-mail** \_\_\_\_\_

### Billing Contact

*This is the person to whom all invoices and billing information will be sent.*

**Name/Position** \_\_\_\_\_

**Department** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_    **Fax** \_\_\_\_\_

**E-mail** \_\_\_\_\_

### Authorized Support Persons

*These are the two individuals permitted to receive technical support from Respondus.*

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Dept.** \_\_\_\_\_

**Dept.** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Fax** \_\_\_\_\_

**Fax** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Return to:**    Respondus, Inc.

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