**LockDown Browser**

**License Agreement for Non-Profit Educational Institutions**

The following agreement outlines the terms and conditions of the LockDown Browser License Agreement for institutions of Higher Education. This agreement can be used for a free, two month unlimited-use pilot of LockDown Browser and Respondus Monitor, or for the purchase of a “Campus-wide” license of LockDown Browser. A different license agreement is available for K-12 institutions.

**Definitions**

**Licensor:** 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 assessment tools for the education market.

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

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

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

**Software Service:** Respondus Monitor® is an optional, companion service for LockDown Browser that uses webcam technology to maintain the integrity of online examinations. The Software Service includes an annual 200-seat license of Respondus Monitor (1 seat = 1 student per course, per term) with the ability to purchase additional seats. Respondus Monitor integrates with Blackboard Learn, Brightspace, Canvas, Moodle, and Schoology. Licensee can enable or disable the Respondus Monitor service during the License Term, subject to a separate Terms of Use agreement. This agreement provides an unlimited-use pilot license for both Respondus Monitor and LockDown Browser.

 **Duplication and Distribution Rights**The Licensee is permitted to redistribute the Software Product to Affiliates for the duration of this license.

Affiliates are permitted to use the Software Product only for educational or academic purposes. Use of the software for any other purpose (e.g., private consultant services) is prohibited.

The Licensee must display a full copyright notice on all copies of the Software Product being redistributed to Affiliates. The Licensee must not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when the Software Product is first started on a computer.

Any use or redistribution of the Software Product in a manner not explicitly stated in this agreement, or in a separate agreement, is strictly prohibited.

 **Termination**
This agreement is effective until terminated, or until the pilot license date has passed. The Licensee may terminate this agreement at any time by notifying the Licensor of the termination. 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 will disable access to the Software Product.

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. 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.

 **Products and Services**Upon receipt of payment or purchase order, the Licensor will deliver or make available to the Licensee the Software Product and Software Service. Updates of the Software Product and Software Service are made available to the Licensee at no additional charge, except in situations where custom software services are requested by the Licensee under a separate work order agreement.

The Licensor will make available ticket-based support to an administrator and two support contacts designated by the Licensee. These individuals are known as “Authorized Support Persons.” Under this license, Affiliates of the Licensee must channel all questions related to the Software Product and Software Service through the Authorized Support Persons, the latter of which must make a good-faith effort to answer such questions before submitting a support ticket at [www.respondus.com](http://www.respondus.com). It is up to the discretion of the Licensor to provide phone support in certain instances.

 **Term of Contract**
The term of the pilot is two months from the date the license is initiated. If the Licensee purchases the Software Product or Software Service after the pilot term, this license agreement is based on “academic years,” starting August 1 and ending July 31. If purchased, 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 the Software Product and Software Services that are available to Licensees in good standing. The Software Product and Software Services will cease to function after the license has expired.

 **Ownership of Software**
The Software Product and Software Service are copyrighted by the Licensor and remain 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 and Software Service.

 **License Fees**
The Software Product is licensed as a Campus-wide Site License. For higher education, the annual fee is based on the student Full-Time Equivalency (FTE) at the institution, as reported by IPEDS.

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

|  |
| --- |
| **Campus-wide Licensing for LockDown Browser (Annual Fee)** |
|  | Higher Ed Student FTE, based on IPEDS data: |  |
|   | 1 to 2,000  |  | $2795 |  |
|   | 2,001 to 2,500  |  | $3195 |  |
|   | 2,501 to 5000  |  | $3745 |  |
|   | 5,001 to 10,000  |  | $4595 |  |
|   | 10,001 to 15,000  |  | $5045 |  |
|   | 15,001 to 20,000  |  | $5345 |  |
|   | 20,001 to 25,000  |  | $5695 |  |
|   | 25,001 to 30,000  |  | $5995 |  |
|   | 30,000 to 35,000  |  | $6395 |  |
|  | 35,001 to 40,000  |   | $6795 |  |
|  | Over 40,000  |  | Ask for Quote |  |

Annual pricing for additional seats of Respondus Monitor, the Software Service, is available under a separate fee agreement.

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.

**General**

The failure by a party to exercise or enforce any right hereunder shall not operate as a waiver of such party's right to exercise or enforce such right or any other right in the future.

**Privacy**

Privacy Policy available at <https://www.respondus.com/about/privacy.shtml>

**Initiating a License**

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

 **LockDown Browser**

**Ordering & Contact Information**

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

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

**Higher Ed:** Provide the student FTE based on IPEDS data: **\_\_\_\_\_\_\_\_\_\_\_**

**LMS (select all being used):**

[ ] Blackboard Learn 9.1 or higher Login URL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Brightspace 10.x Login URL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Canvas Login URL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Moodle 3.x Login URL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Schoology Login URL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Administrator Contact**

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

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

**Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State/Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

**Authorized Support Persons**

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

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

**Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State/Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

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

**Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State/Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

**Return to:** Respondus, Inc. Fax: 425-881-3329

P.O. Box 3247 Email: sales@respondus.com

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