

LockDown Browser & StudyMate Campus License Agreement for K-12 Institutions

The following agreement outlines the terms and conditions of the LockDown Browser and StudyMate Campus License Agreement for K-12 Institutions. This agreement can be used for a free, 2-month pilot of LockDown Browser and StudyMate Campus, or for the purchase of a Site license.

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 assessment applications for the education market.

Licensee: A not-for-profit K-12 school or district that has obtained a license for LockDown Browser and StudyMate Campus in accordance with the terms of this agreement.

Affiliates: Current employees, teachers, and students of the Licensee.

Software Product and Service: LockDown Browser is a customized browser that increases the security of online testing. StudyMate Campus is a service for creating self-assessments and learning games and sharing them with others. Both applications extend the features of a Learning Management System (LMS) and are only usable with a supported LMS. Examples of currently supported LMSs include Blackboard Learn, Brightspace, Canvas, Moodle, and Schoology.

Distribution Rights

The Licensee is permitted to provide access to or redistribute the Software Product and Service to Affiliates for the duration of this license.

Affiliates are permitted to use the Software Product and Service only for educational or academic purposes associated with the Licensee. Use of the Software Product and Service for other purposes (e.g., private consultant services, commercial pursuits) is prohibited.

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

Termination

This agreement is effective until terminated. The Licensee may terminate this agreement at any time by notifying the Licensors of the termination. If the Licensee terminates its license prior to the end of the academic year (generally July 31), the Licensors will not refund or prorate the Licensee for its licensing fees, nor will it reduce or waive any licensing fees still owed to the Licensors. Upon termination of the license, the former Licensee must make a good faith effort to eliminate further use of the Software Product and Service by Affiliates of the institution. Furthermore, the Licensors, upon notification of termination by the Licensee, will disable access to the Software Product and Service.

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

Disclaimer of Warranty

While the Licensor has tried to ensure that the Software Product and Service are accurate and free from defect, they are 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 and Service. 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 and Service.

Products and Services

Upon receipt of payment or purchase order, the Licensor will deliver or make available to the Licensee the Software Product and Service. Updates of the Software Product and Service are made available to the Licensee at no additional charge.

The Licensor will make available ticket-based technical 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 technical support questions related to the Software Product and 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.support.respondus.com. It is up to the discretion of the Licensor to provide phone support in certain instances.

Term of Contract

This license agreement is based on “academic years,” starting August 1 and ending July 31, unless an alternate date is otherwise agreed to in writing. 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, or the agreed upon renewal date, the Licensor is permitted to withhold updates of the Software Product and Service that are available to Licensees in good standing or to restrict access to the Software Product and Service. The Software Product and Service will cease to function after the license has expired.

Ownership of Software

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

License Fees

The Software Product and Service are licensed as a site license. For K-12 institutions, there is an annual fee based on the seat license for their Learning Management System (LMS). The fee structure for the Software Product and Service site license is as follows:

LMS Seats	Annual Fee
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

Approximately three months prior to the August 1 license renewal date, or the agreed upon 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 www.respondus.com/privacy.

Initiating a License

To obtain a license for the Software Product and Service, fill out the *Ordering & Contact Information* form below and return it with a purchase order or payment. A pilot license doesn't require a purchase order or payment, but does require return of the form below.

LockDown Browser & StudyMate Campus Ordering & Contact Information for K-12 Institutions

To obtain a site license for LockDown Browser & StudyMate Campus, complete this form and return it to Respondus, Inc. Please allow 2-3 days for processing.

K-12 Institution: _____ [] School [] District

Provide the number of seats licensed for your LMS: _____

LMS (select all being used):

- Blackboard Learn
- Brightspace
- Canvas
- Moodle
- Schoology

Login URL: _____
Login URL: _____
Login URL: _____
Login URL: _____
Login URL: _____

Administrator Contact

This is the person who receives all information related to the software applications, 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 _____

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