

Respondus License Agreement for Non-profit Educational 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 school, college, university, or institution of higher education that has obtained a license for the Respondus software product in accordance with the terms of this agreement.

Affiliates: Current employees, instructors, and teaching assistants of the Licensee.

Software Product: Respondus: A Windows-based software application named Respondus that enhances the assessment capabilities of course management systems.

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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.

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This agreement is effective until terminated. The Licensee may terminate this agreement at any

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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.

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Products and Services

Upon receipt of payment or purchase order, the Licensor will deliver or make available to the Licensee a campus-wide edition of the Respondus software. Each installation of the Software Product will require Affiliates to enter the password information provided to the Licensee. Updates of the Software Product will be made available to the Licensee at no additional charge. The Licensor will make available ticket-based support to two individuals 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 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. 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. 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 fees: a one-time registration fee and an annual fee. Both fees are payable by the Licensee during the first year. In subsequent years, only the annual fee is due.

The one-time registration fee for all institutions is \$200. This is a one-time payment that initiates an institution's license for the Software Product. If the Licensee terminates its license, or fails to renew it by the annual renewal date, payment of the full registration fee is required to reestablish the license.

For Higher Education, the *annual fee* is based on the student Full-Time Equivalency (FTE) at the institution. For K-12 institutions, the *annual fee* is based on the seat license for their learning management system. The annual fee structure for a Respondus license is as follows:

Higher Ed Student FTE or K-12 LMS Seats	
1 – 2,500	\$1695
2,501 – 10,000	\$2095
10,001 – 20,000	\$2545
20,001 – 30,000	\$2745
30,001 – 40,000	\$2945
Over 40,000	Ask for Quote

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

The registration fee is not subject to prorating. 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. This Agreement may only be amended in a writing executed by both parties, and no purchase order or other document that purports to modify or supplement this Agreement shall add to or vary the terms of this Agreement.

Privacy

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

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 Campus-wide License Ordering & Contact Information

To obtain a campus-wide license for Respondus Author, fill out the following form and return it to Respondus with your purchase order or payment. Please allow 2-3 days for processing.

Institution: _____ Campus/Branch: _____

LMS (select all being used):

Blackboard Learn (9.x) Enterprise Brightspace 10.x
 Moodle (2.x – 3.x) Canvas
 Other _____

Higher Ed: Provide the student FTE based on IPEDS data: _____

K-12: Provide the number of seats licensed for your LMS: _____

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 _____

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