

LockDown Browser

License Agreement for Educational Institutions

Last Updated: February 25, 2021

This LockDown Browser® (the “Software Product” or “LockDown Browser”) License Agreement for Educational Institutions (“Agreement”) is an agreement between the institution, college, university or other learning institution (the, “Institution” or “Licensee”), and Respondus, Inc. (“Licensor”), regarding the Institution’s license, access, and use of LockDown Browser. Institution agrees to the terms of this Agreement, and any changes to those terms upon Institution’s and/or its user’s continued use of LockDown Browser, which indicates acceptance of this Agreement.

1) Definitions.

- a) *Software Product.* LockDown Browser, a customized browser that increases the security of online testing.
- b) *Optional/Additional Proctoring Software Service.* Respondus Monitor® is an optional, companion service for LockDown Browser that uses webcam technology to maintain the integrity of remote, 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 the following certain third-party products: Blackboard Learn, Brightspace, Canvas, Moodle, and Schoology. Licensee can enable or disable the Respondus Monitor service during the term of this Agreement, and use is subject to a separate Terms of Use located within the administrator area of respondus.com/login. Institution is subject to the restrictions as may be set forth in the applicable terms of use policy or end user license agreements as presented or available via hyperlink to any user of Software Product.
- c) *Trial Use.* Licensee may use Software Product and Respondus Monitor for a trial use limited to two (2) months without further obligation; provided, however, if Licensee uses the Software Product or Respondus Monitor for longer than the trial use, Licensee shall be bound for the minimum term duration offered by Licensor.
- d) *Affiliates.* Current employees, instructors, and students of the Licensee

2) License Rights. Licensee is permitted to redistribute the Software Product to its Affiliates, as defined above, for the duration of this license, or as otherwise permitted in writing by Licensor in its discretion. Affiliates and Licensee are permitted to use the Software Product only for educational or academic purposes. Use of the Software Product for any other purpose is prohibited. 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. Any use or redistribution of the Software Product in a manner not explicitly permitted in this Agreement is strictly prohibited.

3) Termination. This Agreement is effective until terminated as set forth herein. If no purchase is made by Licensee, then this Agreement shall terminate without further action by either party after the two (2) month pilot period has elapsed. Licensee may terminate this Agreement for convenience at any time by notifying the Licensor of the termination in writing. If Licensee terminates this Agreement prior to the end of the then current license term (e.g., July 31), no refund or proration is available or offered. No refunds are permitted under this Agreement. Upon termination of this Agreement, Licensee shall disable access to the Software Product within its environment. Licensor has the right to terminate this Agreement if the Licensee violates one or more terms in this Agreement, and upon written notice to Licensee, the Licensee fails to cure such breach within ten (10) days.

- 4) **Limited Warranty; Disclaimer of Warranties.** Licensor warrants that it has the legal right and title to grant the license rights under this Agreement to Licensee (“License Rights”). 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 other kind, except for a warranty breach for License Rights. Licensee and its affiliates assume the entire risk as to the results and performance of the Software Product. **EXCEPT FOR LICENSE RIGHTS, TO THE EXTENT NOT RESTRICTED BY APPLICABLE LAWS, LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.**
- 5) **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE TO INSTITUTION ON ACCOUNT OF ITS USE OR MISUSE OF AND RELIANCE ON LOCKDOWN BROWSER. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF RESPONDUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON LOCKDOWN BROWSER, FROM INABILITY TO USE, INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES OR BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH THE SOFTWARE PRODUCT. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 6) **Indemnity.** Licensor agrees to indemnify Licensee against third party claims and related expenses alleging a breach of warranty by Licensor of the License Rights. Licensee agrees to provide prompt notice to Licensor of any claim where Licensee requests indemnification from Licensor under this Section, and Licensor shall have sole control of such defense.
- 7) **Products and Services.** Upon receipt of payment or purchase order, the Licensor will deliver or make available to the Licensee the Software Product and, as applicable, the 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.
- 8) **Support.** The Licensor will make available ticket-based support (<https://web.respondus.com/support/>) to an administrator and two support contacts designated by the Licensee. These individuals are known as “Authorized Support Persons.” Instructors and students may also use this support channel. It is up to the discretion of the Licensor to provide phone support in certain instances. The goal of the support staff is to provide a thoughtful response to each help ticket within 24 hours of submission, excluding weekends and U.S. holidays. The ‘Help Center’ within LockDown Browser enables students to open a ticket directly with Respondus Support. The Help Center also provides users the ability to email session log files from LockDown Browser to a location of their choosing, such as a university help desk, or Respondus Support.
- 9) **Term.** Upon agreement to purchase the Software Product, Institutions have the option of starting the annual license term on August 1 or January 1, with the additional option to prorate the annual fee in the initial term. If purchased, this Agreement is automatically renewed at Licensor’s then current pricing and under Licensor’s then current terms and conditions unless the Licensee indicates in writing its intent to discontinue its License. If the Licensee has not issued payment for its annual license by the renewal date, access to the Software Product may be suspended, and shall be terminated if payment is not received within 30 days.
- 10) **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. Licensor retains title and ownership of the Software Product, all other materials included as part of the Software Product and Software Service, and all rights, title and interest therein, including all derivatives of the foregoing.
- 11) **License Fees.** Software Product is licensed as a campus-wide site license. The annual fees are based on the student Full-Time Equivalency (FTE) at the Institution, as reported by IPEDS. For Institutions outside the United States, the annual fee is based on total student annual enrollment, subject to audit by Licensor. List fees

for Software Product are set forth at <https://web.respondus.com/he/lockdownbrowser/pricing/>. Annual pricing for additional seats of Respondus Monitor, the Software Service, is available under a separate fee agreement. Pricing can be found at <https://web.respondus.com/he/monitor/pricing/>. Licensor shall provide Licensee an invoice prior to the start of any renewal term. Payment of such invoice is due prior to the start of the renewal term.

- 12) **Price Adjustment.** Licensor has the right to increase or decrease the annual license fee from year to year. If Licensor intends to adjust the annual license fee, it shall provide notice to the Licensee no less than 60 days before the annual renewal date.

13) **General**

- a) **Waiver.** 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.
- b) **Privacy.** Respondus cares about your privacy and the security of your personal data. The Respondus Privacy Policy is available at <https://web.respondus.com/privacy/>, and incorporated herein by reference.
- c) **Accessibility.** Licensor is committed to promoting and improving accessibility as specified under Americans with Disabilities Act ("ADA"), 42 U.S.C. 12101 et seq. and Section 504 and 508 of the Rehabilitation Act 29 U.S.C. 701 et seq. Licensor complies with federal accessibility laws and regulations to the extent described at <https://web.respondus.com/accessibility-lockdown/>.
- d) **Insurance.** Licensor maintains general commercial liability insurance, cyber liability insurance, professional liability (errors and omissions) insurance, and where applicable worker's compensation insurance.
- e) **Entire Agreement.** This Agreement supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. This Agreement, which incorporates the Respondus Monitor Institutional Terms of Use and the Respondus Monitor Privacy Policy by reference, constitutes the complete and entire agreement and sole understanding of the parties with respect to the subject matter of the Agreement, and may not be amended or modified except in writing signed by both of the Parties. Any conflicting terms presented by Licensee in a purchase order or other agreement shall be deemed null and void. If a court should find that one or more rights or provisions set forth in this Agreement are invalid, the parties agree that the remainder of the rights or provisions shall be enforceable and that, to the extent permitted by law, the court shall give effect to the parties' intentions, as reflected in any such rights or provisions that have been declared invalid or unenforceable. If Institution does not agree to the terms and conditions of this Agreement, Institution is prohibited from accessing or using the Software Product. Any term that would naturally survive termination of this Agreement shall so survive, including, for example, the limitations of liability. Any notice required to be given under this Agreement shall be deemed effective on the date sent if provided by electronic mail and acknowledged by the other party within 5 days of receipt, or if provided by registered or certified mail addressed to an administrator of the Institution or to Respondus, within three (3) days after deposit with the US Postal Service or international carrier.

LockDown Browser / Respondus Monitor Ordering & Contact Information

To obtain a Campus-wide license for LockDown Browser / Respondus Monitor, return this entire agreement and the completed form below to Respondus. Please allow 2-3 days for processing.

Institution: _____ **Campus/Branch:** _____

☐ LockDown Browser only ☐ LockDown Browser and Respondus Monitor

Higher Education: Provide the student FTE based on IPEDS data: _____
(For institutions outside of the US, provide the total student annual enrollment)

LMS (select all being used):

<input type="checkbox"/> Blackboard Learn	Login URL	_____
<input type="checkbox"/> Brightspace	Login URL	_____
<input type="checkbox"/> Canvas	Login URL	_____
<input type="checkbox"/> Moodle	Login URL	_____
<input type="checkbox"/> Sakai*	Login URL	_____
<input type="checkbox"/> Schoology	Login URL	_____

*Respondus Monitor is not available for Sakai

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.
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