

# StudyMate Campus License Agreement for Higher Education Institutions

The following agreement outlines the terms and conditions of the StudyMate Campus License Agreement for Higher Education Institutions. This agreement can be used for both a free, 2-month pilot of StudyMate Campus, or for the purchase of a campus-wide license.

## 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 StudyMate Campus service in accordance with the terms of this agreement.

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

**Service:** StudyMate Campus is an application for creating self-assessments and learning games and sharing them with others. This application extends the features of a Learning Management System (LMS) and is 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 Affiliates access to the Service for the duration of this license.

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

Any use or redistribution of the 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 Licensor. 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.

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 Service. 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 Service 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 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 Service.

### **Products and Services**

Upon receipt of payment or purchase order, the Licensor will make available to the Licensee the Service. Updates of the Service will be made available to the Licensee at no additional charge. The Licensor will make available ticket-based technical 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 technical support questions related to the 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](http://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 restrict access to the Service or reduce the functionality of the Service.

### **Ownership of Service**

The Service is copyrighted by the Licensor and remains the property of the Licensor. This license is not a sale of the software code used to run the Service.

### **License Fees**

The Service is licensed as a campus-wide license. For Higher Education institutions, there is an *annual fee* based on student Full-Time Equivalency (FTE), as reported by IPEDS. The annual fee structure for a StudyMate Campus license is as follows:

<b>Student FTE</b>	<b>Annual Fee</b>
1 to 2,000	\$2795
2,001 to 2,500	\$3195
2,501 to 5,000	\$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
30,001 to 35,000	\$6395
35,001 to 40,000	\$6795
Over 40,000	Ask for Quote

Approximately three months prior to the August 1 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

Licensors intend 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 <http://www.respondus.com/about/privacy.shtml>

### **Initiating a License**

To obtain a campus-wide license for the 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.

# StudyMate Campus License Ordering & Contact Information for Higher Education Institutions

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

## LMS (select all being used):

- Blackboard Learn
- Brightspace
- Canvas
- Moodle
- Schoology

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

**Provide your institution's student FTE as per IPEDS:** \_\_\_\_\_

## 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  
8201 164th Avenue NE, Suite 200 Email: sales@respondus.com  
P.O. Box 3247  
Redmond, WA 98073 | USA