

Respondus Campus-wide Site License Agreement
http://www.respondus.com/products/respondus_license.shtml

The University has entered into a "Respondus Campus-wide Site License" agreement with Respondus Inc. for the period June 1 2008 - July 31 2009.

Software Product

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

University Use

The agreement gives the University the right during the agreement to redistribute **Respondus** to current employees, instructors, and teaching assistants of the University.

Current employees, instructors, and teaching assistants of the University are permitted to use **Respondus** only for educational or academic purposes. Use of the software for any other purpose (e.g., private consultant services) is prohibited.

Current employees, instructors, and teaching assistants of the University have the right to use the Software Product(s) at an off-campus location (e.g., at home) provided that all use is related to non-profit educational or academic endeavors for the University.

NOTICE TO USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF THE SOFTWARE PROVIDED WITH THE AGREEMENT (THE "SOFTWARE") CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS.

1. **LICENSE GRANT.** This license is effective for current employees, instructors, and teaching assistants in The Chinese University of Hong Kong only. When you leave the University, you have to terminate it by destroying the SOFTWARE together with all copies of the SOFTWARE. This license to use the SOFTWARE is conditioned upon your compliance with the terms of this Agreement. You agree you will only copy the SOFTWARE into any machine-readable or printed form as necessary to use it in accordance with this license or for backup purposes in support of your use of the SOFTWARE. Also, the University has the option to terminate this Agreement if you fail to comply with any term or condition of this Agreement.

2. **COPYRIGHT.** The SOFTWARE is protected by copyright and other intellectual property laws and by international treaties. You acknowledge that no title to the intellectual property in the SOFTWARE is transferred to you. You further acknowledge that title and full ownership rights to the SOFTWARE will remain the exclusive property of **Respondus Inc.**, and you will not acquire any rights to the SOFTWARE except as expressly set forth in this license. You agree that any copies of the SOFTWARE will contain the same proprietary notices which appear on and in the SOFTWARE.

4. **SEVERABILITY.** In the event of invalidity of any provision of this license, the parties agree that such invalidity shall not affect the validity of the remaining portions of this license.

5. **ENTIRE AGREEMENT.** This is the entire agreement between you and the University which supersedes and prior agreement or understanding, whether written or oral, relating to the subject matter of this license.

If you **AGREE** with the terms above, please sign and return this form to eLearning Team, Academic Support Division, Information Technology Services Centre (attention to Judy Lo)

Signature _____ Date _____

Name _____ Computing ID _____

Department _____ Phone _____ E-mail _____