



TechSmith Agreement for Camtasia and Snagit
Schedule 4 Part 1 – Particulars and Signatures (the Licence Form)

Please complete all parts of this form and return it with an Official Institution Purchase Order for the full Fees plus VAT made out to “Eduserv”.

Administration Contact:

Full Title of Site.....

Title Forename Surname

Position

Department.....

Address

.....

Postcode..... Telephone

Email Fax

The above named person whose signature is appended below will receive all communication from Eduserv regarding administration of this Agreement and all information pertaining to any renewal or extension of it.

Signed..... Dated.....

In completing this Schedule of Particulars and Signatures and returning it to Eduserv the Licensee is deemed to be submitting an order for the grant of this Licence and to have accepted the terms and conditions of it – which expression means this Licence (Schedule 4 Part 1), the related General Licence Conditions (Schedule 4 Part 2) and the Special Licence Conditions (Schedule 4 Part 3) – and the Licensor grants to the Licensee, and the Licensee accepts from the Licensor, a Licence to access and use the Licensed Work as such term is defined below.

In this Licence the following expressions shall mean:

1. Licensee (name of Institution):.....

Full Postal Address:.....

.....Postcode:.....

2. Invoice Address for Licensee:.....

.....

.....Postcode:.....

3. Purchase Order No:.....

Please ensure that this Purchase Order is made payable to “Eduserv” and covers the full cost of the licence fee plus VAT.

4. Technical Contacts for Licensee:

	Main Technical Contact	Deputy Technical Contact
Name:		
Job Title:		
Department:		
Phone No:		
Fax No:		
Email:		

5. **Licensor:** TechSmith Corporation, 2405 Woodlake Drive, Okemos, MI 48864-5910, USA. For support go to TechSmith's website at www.techsmith.com/support/
6. **Licence Period:** this Licence commences on the date requested by the Licensee as indicated at 7. below and shall continue for a period of three years from that date. At the end of the Licence Period and in the absence of a renewal of the Licence the Licensee shall cease to use, de-install and destroy all copies of the Licensed Products and documentation in his possession. There will be no further provision of Software Support Services without the agreement of the Licensor to provide such services.

7. **Licensee's Requested Licence Start Date:**

Please tick to indicate:	This is a first, initial order:	This is a second or subsequent order:
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8. **Licensed Product (which expression includes any part or copy thereof):** Camtasia Studio plus Snagit, pursuant to an Agreement dated 1 January 2010 between the TechSmith Corporation and EduserV (the "Agreement".)

9. **Licence, Support and Update Charges:** Licensee will pay to EduserV an initial sum plus VAT and subsequent annual charges plus VAT as listed below. The initial sum will be due on receipt of licence. Thereafter an annual payment plus VAT will be due three months in advance of the anniversary date of the start of the Licence Period. From the end of the Licence Period no further charges are payable except that if continued service is required this will be a matter for negotiation between the Licensor and the Licensee. Prices are in United Kingdom Pounds Sterling. **Complete the grid below to indicate your choices in making this purchase of Camtasia plus Snagit:**

Column 1	Column 2	Column 3	Column 4	Column 5
Price Band (Number of Installations)	Annual Fee (x 3) per Installation	Tick to Choose Price Band	State The Number of Installations Being Purchased	State Total Annual Installation Fee Due (Column 2 x Column 4) (£'s)
100 - 249	£9.07			
250 - 499	£8.61			
500 - 999	£8.12			
1,000 – 1, 999	£7.73			
2,000 – 3,999	£7.41			
4000 +	£7.27			
Add EduserV Annual Administration Fee (add to an initial order, but not to any additional order. This is payable by each Licensee annually):				£300.00
State Total Annual Fee Due (Total Annual Installation Fee plus EduserV Annual Administration Fee, if applicable) (£'s):				
If you wish to pay for all three years of your licence in advance (Total Annual Fee Due x 3) then state the sum due here (£'s):				

- 9.1** The prices quoted above are for a non-concurrent, per installation Licence.
- 9.2** The Product may be installed only on machines owned by the Licensee. Installation on privately-owned machines is forbidden.
- 9.3** The Product may be obtained through this Licence by Higher Education Institutions, Research Councils and Further Education Institutions in the United Kingdom, and in the Republic of Ireland by Universities, Institutes of Technology, National University of Ireland Colleges, Colleges of Education, Colleges of Further Education and State Aided Institutions. Associated Institutions may participate in this Agreement only with the express prior consent of the Licensor.
- 9.4** The prices quoted above are for a non-concurrent, per installation Licence.
- 9.5** The minimum number of Installations that may be purchased, per order, is one hundred.
- 9.6** Licensee shall pay to Eduserv an administration charge of £300.00 per year for each of three years of a three year licence. This is a single annual payment payable by Licensee regardless of the total number of Installations purchased and regardless also of the number of additional Installations ordered subsequent to an initial order.
- 9.7** Licensee may choose to pay for all three years of a three year Licence in advance by means of a single one-off payment. No discount shall be made available to any Licensee choosing to pay using this method and there shall be no retrospective adjustment of charges in the event of additional Installations being purchased.
- 9.8** The prices payable for each year or part thereof of the remaining term of a three year Licence for additional Installations ordered subsequent to an initial order shall be those displayed in the table above.
- 9.9** Additional Installations ordered subsequent to an initial order shall be charged using the Price Band in the table above applicable to the aggregate total number of Installations ordered by a Licensee. Also, the Licence Period of any additional Installations purchased subsequent to an initial purchase shall be coterminous with the Licence Period applicable to the initial purchase and there shall be no prorata pricing applicable. Further, any recurring annual charge shall be based on the price applicable to the aggregate total number of Installations ordered by a Licensee. For clarification, the following example is given.
- 9.9.1** An Institution places an initial order for two hundred Installations with the Licence Period commencing 1 January 2010. It shall be charged £9.07 per Installation per annum and the Licence Period shall terminate 31 December 2012. The Institution shall also be charged a £300.00 Eduserv Annual Administration Fee.
- 9.9.2** The Licensee subsequently orders on 1 July 2010 a further one hundred Installations, making an aggregate total of three hundred Installations. For the additional one hundred Installations it shall be charged £8.61 per Installation for the period 1 July to 31 December 2010. It shall not be charged any additional Eduserv Annual Administration Fee.
- 9.9.3** The subsequent recurring annual charge for the period 1 January to 31 December 2011 shall be 300 Installations x £8.61 plus a £300.00 Eduserv Annual Administration Fee.
- 9.10** Licensee may choose to pay for additional Installations ordered subsequent to an initial order, for the remaining term of a three year Licence, in advance by means of a single one-off payment. No discount shall be made available to any Licensee choosing to pay using this method and there shall be no retrospective adjustment of charges in the event of additional Installations being purchased.
- 10.** Your Order will be channelled to the Licensor by Eduserv through a nominated Reseller. Please refer to the Eduserv/Camtasia/TechSmith pages on the Eduserv website for the list of nominated Resellers and write the name of your chosen Reseller on the line below:

My chosen Reseller is:...Academia Ltd.....

11. Warranty Period: the Licensor's limitation as to warranty is as given in Condition 9 of the General Licence Conditions in Part 2 of this Schedule.

12. Platform(s) Required:
Please refer to the Licensor's website for an up-to-date Platform list.

Countersigned Licence to be returned to:.....

Read and agreed for and on behalf of The Licensee:

Printed Name **Signature**

Title **Date**.....

I confirm that I am authorised to commit the above named organisation to subscribe to the Products at the charges shown.

Please return this licence and a Purchase Order for the full fee plus VAT made payable to "Eduserv" to: **Eduserv, Royal Mead, Railway Place, Bath, BA1 1SR**. Please note that if the required paperwork is completed, signed, scanned and emailed to Eduserv then paper copies need not be posted. **Email: finance@eduserv.org.uk**.

The section below is to be completed by the Licensor upon acceptance of this application.

Read and agreed for and on behalf of The Licensor:

Printed Name **Signature**

Title **Date**.....

Licence Number.....