

Academic Status

Academic Pricing is only available to accredited K-12 schools, colleges and universities. Academic pricing on some products may also be available to teachers and students at the discretion of GenevaLogic. GenevaLogic reserves the right to request evidence of academic status. Such proof may include proof of accreditation, faculty or student identification or verification, email address verification with an educational institute. GenevaLogic also reserves the right to restrict shipment or electronic delivery of products to a physical academic address or verified educational email address. Some academic pricing is based upon the number of full time students on the campus or district wide as opposed to the number of connected students or number of computers. These types of licenses must be issued to the qualifying academic entity.

Annual Support & Upgrade Protection/Upgrades/License Migration

Annual Support & Upgrade Protection (ASUP)

ASUP coverage entitles the software user to all version upgrades, updates, and feature enhancements to the product and technical support (see **Technical Support** below) for the coverage period. Generally, one year of ASUP coverage is included in the software purchase price. Customers may purchase additional ASUP coverage with the original license purchase, at any time during the coverage period or up to 90 days after the coverage period has ended. ASUP coverage purchased after previous coverage has ended will be made retroactive to the original coverage expiration date. ASUP coverage may be pro-rated for customers requesting a change in the ASUP anniversary date for budgeting purposes or for the purposes of co-termining multiple license ASUP dates. Licenses may not be purchased without ASUP without prior approval from GenevaLogic. ASUP is not offered and may not be renewed on outdated products that have been phased out and are no longer offered. Although GenevaLogic regularly revises and enhances its products, there is no guarantee that any one product will have a major revision within a customer's given ASUP coverage period. GenevaLogic will make efforts to notify customers of major product revisions, however cannot guarantee that all customers will be notified of such revisions.

Upgrades

Customers with ASUP coverage are entitled to free upgrades to newly released versions of GenevaLogic software. Customers without current ASUP coverage who would like to upgrade to a newer version of their product are entitled to the discounted upgrade price for the product. Discounted upgrade prices are listed on the current GenevaLogic price list. Customers may only receive the upgrade price up to the license amounts originally purchased. Upgrades may require a valid license or registration number and/or proof of purchase for the original license.

License Migration

A GenevaLogic customer may receive credit for previously purchased product to be used toward the purchase of a different product, higher license level of the same product, or bundle of products. This transaction is called a 'License Migration'. A License Migration can only be made to a product or bundle at a higher price point than the product being traded in. The customer may be requested to complete a license 'surrender' form for the product being traded in. Credit for the previously purchased product is assigned per the terms below and would be deducted from the list price of the product being migrated to:

Credit within 90 days of original purchase date = 100% of current list price
Credit after 90 days of original purchase and ASUP is current = 75% of current list price
Credit after 90 days of original purchase and ASUP is not current = 35% of current list price.

Fulfillment

Electronic fulfillment of license activation codes is offered as the primary fulfillment mechanism. Shipping and handling charges are applied to all products that are not delivered electronically.

Licenses

The type of license purchased by Licensee determines the license granted to Licensee and how Licensee may use the Software.

Evaluation License

An Evaluation License can be either a "limited time" or "limited user" license that provides the Licensee an opportunity to try before buying. The Software may only be used for evaluation purposes.

Volume License

Volume Licenses are sold as individual nodes and can only be used on the number of computers equal to the number of nodes purchased. GenevaLogic reserves the right to require a minimum purchase. Volume pricing is not aggregate and applies only to the number of nodes purchased on a single PO.

Site License

Site Licenses are sold on a "per site" basis for K-12 schools only. A Site License allows the licensee unlimited use of the software only on computers located in a single school, at one contiguous, physical location (the "Licensed Site"), but not on computers at any other site. Districts, colleges and universities wishing to purchase an unlimited use license must purchase a District/Campus License.

Server License

Server licenses are sold on a "per server" basis. A server license allows the licensee to install and operate the software on one server. The software can be accessed by an unlimited number of users on the same domain as the server and unlimited printers on the print server or workstation connected printers.

District or Campus Licenses

District or campus licenses are based upon the total number of enrolled students campus or district wide as opposed to the number of connected students or number of computers. A District or Campus License allows the licensee unlimited use of the software only on computers located within the single district entity or single college campus whose student population is used to determine the license level. District and Campus licenses must be issued to the qualifying academic entity.

Annual Subscription

Annual Subscription licenses are good for one year from date of purchase. The license and use of software will expire one year from purchase date unless subscription is renewed for the following year. Annual Support Upgrade Protection (ASUP) is included for the year of the subscription.

Bundles and Suites

Bundles and Suites deliver multiple software applications or solutions in a single package. However, licensing keys or activation is still required for each component of the bundle or suite.

Media Kits

The software license does not include a Media Kit. Media Kits (CDs) are normally quoted as a separate line item on orders, with the option for customers to opt out from purchasing. Ordering media kits with the software purchase may have sales tax implications in some locations. Shipping and handling charges apply to all products that are not delivered electronically.

Technical Support

Standard Technical Support Policy

60 Days free phone support from date of new license purchase and (5) five incidents afterwards until the Annual Support & Upgrade Protection (ASUP) renewal date.

Unlimited email and electronically available support.

Additional Technical Support Incidents are available for purchase at the rate of \$800 per 5 incident pack.

90 day grace period on ASUP after renewal date has passed.

After 90 day grace period a software upgrade may be purchased at 60% of the current list price and ASUP restarts on the date the upgrade is purchased.

ASUP includes five (5) Technical Support Incidents per year. Incidents must be used within the 12 month ASUP period and cannot be carried over to subsequent years.

On-site or Web based training is available for purchase.

Limited Technical Support Policy

Product bundles and suites are subject to limited technical support. GenevaLogic will provide Standard Technical Support on GenevaLogic proprietary products that are included in the bundle or suite. However, third party products included in the bundle or suite may be subject to the technical support policies of the third party software provider.

Return Policy

GenevaLogic accepts returns within 30 days of the original purchase date.