



# Get the most out of your investment in Quark software through the Quark Volume Licensing Program

Whether you work for a small business or a large corporation, Quark® licensing makes it easy to purchase the QuarkXPress® software you need.

The Quark Volume Licensing Program (QVLP) is designed to:

- Save you money
- Simplify your purchases
- Reduce your costs
- Protect your investment

QVLP allows you to purchase the latest version of QuarkXPress software licenses at the most cost-effective price and provides additional benefits. The program is a simple and cost-effective way for organizations that require multiple licenses to purchase QuarkXPress.

## Key benefits of the program

- **Volume discounts:** Lower price points for new licenses and upgrades compared to purchasing multiple individual licenses.
- **Increased flexibility:** No ongoing commitment and no contract, which allows you to make individual purchases as required and ensures that you're only buying software that will actually be used.
- **Simplified purchases:** Tie all your purchases to a single serial number and validation code. You can add users by purchasing additional licenses instead of worrying about buying and shipping boxes to multiple locations.
- **Reduced IT costs:** Complimentary license administrator software manages licenses from a central location and includes tools to help track deployment and usage and avoid buying more licenses than you need.
- **Concurrent licensing:** Optimize the use of QuarkXPress within your organization and reduce your total cost of ownership.
- **Platform independence:** Use QuarkXPress on any combination of Mac OS® and Windows® computers.
- **Optional upgrade protection:** Guaranteed product updates and free upgrades with the optional ServicePlus™ or QuarkAssurance maintenance plans for QuarkXPress software.

## Quark products that qualify for volume licensing

- QuarkXPress U.S. English
- QuarkXPress Passport®
- QuarkXPress Canadian Edition
- QuarkXPress Latin American Edition

## QUARK VOLUME LICENSING PROGRAM OVERVIEW

### Volume discounts

The table below indicates the standard QVLP volume tiers and discounts off the standard retail price.

Volume tiers		Volume discounts	
Tier	Number of licenses	Full product	Upgrades
A	5-24	5%	5%
B	25-49	7.5%	7.5%
C	50-99	10%	10%

If you have 100 or more licenses, please contact your Quark reseller or Quark customer service for pricing.

With QVLP, volume discounts are transactional. All of your Quark software licenses must be registered with Quark under a single customer ID. If you are a large organization with offices in different geographic locations, multiple customer IDs may be necessary. To be eligible for QVLP, you must be purchasing more than five QuarkXPress licenses.

### Customer profile

QVLP is ideal for any organization that uses or needs multiple QuarkXPress licenses.

### Eligibility

In order to be eligible for the QVLP price discounts, you must be purchasing a minimum of five QuarkXPress licenses. There are no other minimum purchase requirements or qualification criteria.

### Concurrent licensing

Licenses purchased under QVLP can be run concurrently using our complimentary license management software, Quark License Administrator (QLA). You can also request version concurrency. This allows you to run the previous version of QuarkXPress and the latest version of QuarkXPress simultaneously providing that you do not use more than the total run count of licenses for each version at any point in time.

### Quark License Administrator

QLA is a server-based, license management system developed by Quark. When you purchase five or more licenses, QLA simplifies the installation and maintenance of the application on multiple computers. For more QLA information, visit [www.quark.com/products/qla/overview.html](http://www.quark.com/products/qla/overview.html).

### Program term

QVLP is a transactional program, which means there is no start date or end date to your participation in the program. At the time of your transaction your volume tier is calculated and the corresponding percentage discount is applied to the prevailing standard retail price for QuarkXPress.

### Business rules

- All licenses purchased under QVLP must be used in conjunction with Quark License Administrator.
- You are required to provide full contact information with all QVLP orders.

### Purchasing

QVLP is available through your Quark reseller or Quark customer service at 800.676.4575. To find a reseller near you or for more information, visit: [www.quark.com/partners/find.cfm](http://www.quark.com/partners/find.cfm).

Terms and conditions for Quark licensing programs are included at the end of this document.

## Frequently asked questions

### Q. What is the Quark Volume Licensing Program?

A. The Quark Volume Licensing Program (QVLP) is a cost-efficient way for organizations to purchase multiple licenses of QuarkXPress software.

### Q. How is my QVLP tier determined?

A. Your tier is determined by the quantity of QuarkXPress licenses you are purchasing or upgrading.

The following table lists the program tiers and license quantities.

Program tier	License quantity
A	5 - 24
B	25-49
C	50-99

Customers with 100 or more licenses should contact their Quark reseller or Quark customer service.

### Q. How many licenses do I need to qualify for QVLP?

A. You must be purchasing or upgrading five or more QuarkXPress licenses.

### Q. Is there a minimum order quantity for QVLP?

A. The only requirement is that you are purchasing or upgrading five or more QuarkXPress licenses.

### Q. Do QVLP customers qualify for technical support?

A. QuarkXPress technical support is available in English over the telephone and through e-mail messages. This support is available to all customers at no additional charge.

### Q. Where can I purchase QVLP?

A. QVLP is available through Quark customer service at 800.676.4575 and Quark resellers. To find a reseller near you, visit [www.quark.com/partners/find.cfm](http://www.quark.com/partners/find.cfm).

### Q. What do I receive with my QVLP order?

A. QVLP orders include an e-mail message containing a license certificate. One complimentary Media Pack is shipped to the customer containing a QuarkXPress CD-ROM, Quark Interactive Designer CD-ROM, Quark XPert Tools Pro CD-ROM, Quark License Administrator CD-ROM, and other items. Additional Media Packs may be purchased separately.

## QUARK VOLUME LICENSING PROGRAM OVERVIEW

Useful terms	
Term	Definition
<b>Certificate</b>	Each software license order includes its own certificate that is sent to you in an e-mail message that includes serial number, validation code, and run count.
<b>EULA</b>	End User License Agreement; terms and conditions delivered in electronic format when installing the software.
<b>Media Pack</b>	A box that contains CD-ROMs and printed manuals for your software purchase.
<b>Quark License Administrator</b>	Quark License Administrator (QLA) software manages and monitors site licenses for customers with five or more copies of QuarkXPress. QLA manages some Quark software and XTensions® software and is provided at no additional charge.
<b>QLA.dat file</b>	QLA.dat file is the file necessary to run QLA. It can only be retrieved through the Internet after the customer enters a customer number in the QLA interface. This file is replaced when a customer increases or changes licensing configurations.
<b>QuarkAssurance</b>	QuarkXPress software maintenance program, which includes free QuarkXPress upgrades and premium technical support.
<b>Quark Volume Licensing Program (QVLP)</b>	A transactional volume licensing solution whereby Quark offers licenses at a discount based on the quantity of software licensed in a single transaction.
<b>Run count</b>	The number of QuarkXPress licenses owned or purchased.
<b>Serial number</b>	An alphanumeric series used to identify customers, to help customers keep track of their licenses, and to prevent unauthorized use of software. Activation is also tracked by serial number. QuarkXPress 6.5 and earlier versions require a separate serial number for each platform. QuarkXPress 7.02 and later versions do not require separate serial numbers for Windows or Mac OS versions.
<b>ServicePlus™</b>	QuarkXPress software maintenance program, which includes transitional training, premium technical support, and free QuarkXPress upgrades.
<b>Site license</b>	A site license allows a customer to purchase QuarkXPress and give multiple users (two or more) access to the software at any given time dependent on how many licenses were purchased. The number of licenses purchased is referred to as the run count.
<b>Upgrade license</b>	The license purchased when you upgrade to a new version of a Quark product.
<b>Validation code</b>	The validation code is a set of numbers and characters that you are required to enter when installing QuarkXPress. The code is printed on a card included with your QuarkXPress software. The validation code works with the software's unique serial number to verify that you have purchased your software from a legitimate source. The QuarkXPress installer will not install the software if the validation code is not correct.

### Q. Are installer CD-ROMs and printed manuals available for purchase?

**A.** Yes. One Media Pack ships with every order and additional Media Packs are available for purchase. Each Media Pack contains:

- 1 QuarkXPress installer CD-ROM
- 1 Quark License Administrator CD-ROM
- 1 Quark Interactive Designer CD-ROM
- 1 Quark XPert Tools Pro CD-ROM

### Q. What information does the license certificate contain?

**A.** The certificate contains specific information on the full and active QuarkXPress licenses registered to your unique customer ID including serial numbers, validation codes, run counts, and ServicePlus or QuarkAssurance expiration date (if the license is covered by ServicePlus or QuarkAssurance).

## QUARK VOLUME LICENSING PROGRAM OVERVIEW

### Q. How can I find out what licenses I own?

A. Send an e-mail message to customerservice@quark.com. Please include as much information as possible including company names (past and present), addresses, and any existing serial numbers you have.

### Q. Does Quark have a software maintenance program?

A. Yes. All customers can purchase either the ServicePlus or QuarkAssurance maintenance program, which provides free upgrades to QuarkXPress.

### Q. Can other Quark products be purchased through QVLP?

A. Currently, QVLP is only applicable to QuarkXPress U.S. English, QuarkXPress Passport, QuarkXPress Canadian Edition, and QuarkXPress Latin American Edition. Other Quark products may be included in the future.

### Q. What is the term of QVLP?

A. QVLP is a transactional program and has no time-specific term.

### Q. How do I add a new user to my run count?

A. Please provide your serial number when ordering additional licenses and the number of licenses associated with this serial number will be increased to allow additional users to launch QuarkXPress. The only modification that you will need to make is within the Quark License Administrator (QLA) file to reflect the increased run count.

### Q. Is there a limit to the number of sites that QLA can manage?

A. No, there is no limit, as long as sites have a WAN (Wide Area Network) connection, QLA can manage them.

### Q. If I need to use QuarkXPress 6.5 licenses on three computers only, do I still need to purchase five licenses?

A. No, if you purchase the latest version of QuarkXPress licenses with either the ServicePlus or QuarkAssurance 12- or 24-month plans then you can use previous versions of QuarkXPress as far back as version 5, but you must use QLA to manage your licenses.

### Q. I purchased my first QuarkXPress license 57 days ago, can I still purchase ServicePlus or QuarkAssurance with all the benefits?

A. Yes, ServicePlus and QuarkAssurance can be purchased up to 90 days after the purchase of new licenses or upgrades, as long as a new version of the software has not been announced.

### Q. I purchased my first QuarkXPress license 95 days ago, can I still purchase QuarkAssurance?

A. No, QuarkAssurance must be purchased within 90 days of the purchase of new licenses or upgrades.

### Q. How do I consolidate my company-wide Quark applications into a single license?

A. Quark's consolidation program offers a better way to organize your Quark applications within one consolidated license. Contact Quark for more information.

## Terms and Conditions For Quark Volume Licensing Program

These Terms and Conditions shall apply to the Maintenance and Technical Support Services, if any, (the "Services") provided to you ("Customer") by QUARK, as hereinafter defined, through your participation in a Quark Licensing Program (the "Program"). BY ENROLLING IN A QUARK LICENSING PROGRAM, CUSTOMER AGREES TO BE BOUND SOLELY AND EXCLUSIVELY BY THESE TERMS AND CONDITIONS, NOTWITHSTANDING ANY ADDITIONAL OR CONFLICTING TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER WRITTEN DOCUMENTATION ISSUED BY CUSTOMER.

For Customers whose principal place of business is in the Americas (North and South America and the Caribbean), Quark shall mean Quark, Inc., a corporation organized under the laws of the State of Colorado USA with principal place of business at 1800 Grant Street, Denver, Colorado 80203. For all other Customers, Quark shall mean Quark Media House SARL, a company organized under the laws of Switzerland with principal place of business at Monruz 2, Neuchâtel, CH-2000 Switzerland. "Quark Affiliated Companies" means those entities controlled directly or indirectly, by Quark Holdings, Inc., whether now existing or formed in the future, together with any branch or entity which may acquire such status in the future. All references to Quark in this License Agreement shall be deemed to include the Quark Affiliated Companies.

- 1. Services.** The Services to be provided by Quark to Customer are set forth in the proposal or program materials provided to you by Quark. (Hereinafter, Proposal and Program Materials to be referred to collectively as "Program Materials").
  - 2. Payment.** Payment shall be made in accordance with the payment terms set forth in the pro forma invoice issued by Quark to Customer upon the acceptance by Customer of the Program Materials. In the event of a conflict between the Program Materials and the pro forma invoice, the pro forma invoice shall prevail. Customer acknowledges that its enrollment in Quark Assurance cannot be renewed in the event of any lapse and that it can only enroll afresh in Quark Assurance only after upgrading its existing license to the next version (as and when released).
  - 3. Term and Termination.** Quark shall provide the Services for the term stated in the Program Materials (the "Term"). Unless otherwise stated therein, the Term shall commence on the date Customer enrolls in the Program. Quark may suspend or terminate Customer's participation in the Program upon fifteen (15) days prior written notice to Customer in the event of a material breach by Customer if Customer fails to cure or commence in good faith to cure such breach during the fifteen day notice period. For the avoidance of doubt, non-payment or breach by Customer of the end user license agreement that accompanies the Quark Software shall be deemed material breaches by Customer.
  - 4. Limitations/Exclusions.** In the event that technical support is provided to Customer by Quark, this Section 4 shall apply. Quark shall have no obligation to support:
    - (a) altered, damaged or modified Quark Software;
    - (b) Quark Software that is not the then current release;
    - (c) errors caused by Customer's negligence, hardware malfunction or other causes beyond the reasonable control of Quark;
    - (d) Quark Software installed in a hardware or operating environment not supported by Quark; and
    - (e) third-party software or components not licensed through or approved by Quark.
  - 5. Limited Warranties, Disclaimers and Limitations.** Quark warrants that the Services will be provided in a good and workmanlike manner and by qualified individuals with suitable training, education and experience to perform the Services. Quark can not and will not guarantee that an Upgrade will be released during the Term. Quark does not guarantee that every issue presented by Customer can or will be resolved. NOTWITHSTANDING THE FOREGOING, QUARK MAKES NO WARRANTY OR REPRESENTATION EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL QUARK BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PRODUCTS OR SERVICES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL QUARK'S LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THE PROPOSAL.
- DISCLAIMER. Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties, so the above limitations may not apply to particular customers. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty.

## QUARK VOLUME LICENSING PROGRAM OVERVIEW

### 6. Governing Law, Jurisdiction and Venue.

- a. Customers in the Americas. For Customers whose principal place of business is in the Americas (North, South and Central America), this Program shall be governed in all respects by the laws of the United States of America and the State of Colorado, U.S.A., without regard to conflict of laws principles. As to such Customers, the U.S. District Court for the State of Colorado, or if federal jurisdiction does not exist, then the appropriate courts of the State of Colorado located in the City and County of Denver shall have sole and exclusive jurisdiction and venue over any dispute arising out of or in connection with this Agreement, and the parties hereby submit themselves to the jurisdiction of said courts. NOTWITHSTANDING ANYTHING IN THIS SECTION TO THE CONTRARY, QUARK AND/OR QUARK'S LICENSORS SHALL NOT BE PREVENTED FROM ENFORCING THEIR RESPECTIVE OR COLLECTIVE INTELLECTUAL PROPERTY RIGHTS IN ANY APPROPRIATE JURISDICTION.
- b. Customers outside the Americas. For all other Customers whose principle place of business is outside of the Americas, this Program shall be governed in all respects by the laws of the Switzerland. Any dispute, controversy or claim arising under, out of or relating to this License Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO (World Intellectual Property Organization) Expedited Arbitration Rules (hereafter, "the Rules") in force at the time of the opening of the proceedings by one arbitrator appointed in accordance with the Rules. The place of the arbitration shall be Neuchâtel, Switzerland. The language to be used in the arbitral proceedings shall be English. This arbitration clause shall not limit the right of the parties to request temporary and/or provisional measures before any court of competent jurisdiction.
- c. Conflict. If there is any confusion or dispute as to whether Paragraph 6A or 6B applies, the Parties acknowledge and agree that Paragraph 6B regarding arbitration in Neuchâtel, Switzerland under the WIPO Expedited Arbitration Rules shall apply and bind the parties.
- d. Attorneys' Fees. In the event of a dispute related to this Program, the prevailing Party shall recover its costs and reasonable attorneys' fees incurred in conjunction with such proceeding.
- e. Exclusion of United Nations Sales Convention. The rights and obligations of the Parties under these Terms and Conditions shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods, hereinafter "the Convention." These rights and obligations shall be governed as provided in Section 6 hereof. The Parties hereby agree that the Convention does not apply to the resolution of any disputes arising out of or related to these Terms and Conditions.

7. **No Implied Waivers.** The failure of either party at any time to require performance by the other of any provision hereof shall not affect in any way the full rights to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof shall not be taken, construed, or held to be a waiver of the provision itself or a waiver of any breach thereafter or any other provision hereof.
8. **Captions and Section Headings.** Captions and section headings used herein are for convenience only, are not a part of these Terms and Conditions, and shall not be used in construing them.
9. **Assignment.** Quark may subcontract or assign its obligations under the Program Materials in whole or in part, or any rights or duties thereunder, without the prior written consent of Customer, provided such assignee can fully satisfy Quark's obligations thereunder. Customer may assign the benefits under the Program in whole, but not in part, upon prior written notice to Quark solely in the event of a merger, sale or other disposition of all or substantially all of the assets of Customer, provided that, with regard to any QuarkXPress software licensed to Customer, Quark's transfer policies are complied with.
10. **Severability.** If any provision of the Program Materials or these Terms and Conditions is declared invalid, in whole or in part, by a court of competent jurisdiction, such provision may be modified or limited in its effect to the extent necessary to cause it to be enforceable. If any provision cannot be so modified or limited, then such provision shall be severed and the remainder of the Program Materials and these Terms and Conditions shall remain in full force and effect.
11. **Entire Agreement.** These Terms and Conditions and the Program Materials constitute the entire agreement between the parties pertaining to the subject matter hereof, superseding any and all previous agreements, proposals, representations or statements, oral or written. Any previous agreements between the parties pertaining to the subject matter of the Proposal is hereby expressly cancelled and terminated.
12. **Force Majeure.** Neither party shall be deemed to be in breach of its obligations as a result of any delays in the performance of their obligations (except for the payment of money due under the Proposal) caused by fire, explosion, act of God, strikes, war, riot, government regulation or act or any other cause beyond the reasonable control of such party, provided that each party gives the other party written notice and promptly uses its best efforts to cure the delay.