



QuarkAlliance enrollment application (page 1 of 4)

Company information

This information will be used to create your QuarkAlliance™ online listing. Information supplied in this block will be available to the public. Check here if you do not wish for this information to be displayed publicly

Company name \_\_\_\_\_
Contact name \_\_\_\_\_ Title \_\_\_\_\_
Street address \_\_\_\_\_
City/Town \_\_\_\_\_ State/Province \_\_\_\_\_
ZIP/Postal code \_\_\_\_\_ Country \_\_\_\_\_
Phone number \_\_\_\_\_ Fax number \_\_\_\_\_
URL \_\_\_\_\_ E-mail address \_\_\_\_\_
Other (Mobile, Pager, etc.) \_\_\_\_\_

Shipping Contact (if different from above)

Contact name \_\_\_\_\_ Title \_\_\_\_\_
Street address \_\_\_\_\_
City/Town \_\_\_\_\_ State/Province \_\_\_\_\_
ZIP/Postal code \_\_\_\_\_ Country \_\_\_\_\_
Phone number \_\_\_\_\_ Fax number \_\_\_\_\_
URL \_\_\_\_\_ E-mail address \_\_\_\_\_

Business Contact (If same as Company Information, leave this section blank and check here )

This information will be used by Quark to contact your company. Information supplied in this block will NOT be available to the public.

Contact name \_\_\_\_\_ Title \_\_\_\_\_
Street address \_\_\_\_\_
City/Town \_\_\_\_\_ State/Province \_\_\_\_\_
ZIP/Postal code \_\_\_\_\_ Country \_\_\_\_\_
Phone number \_\_\_\_\_ Fax number \_\_\_\_\_
URL \_\_\_\_\_ E-mail address \_\_\_\_\_

Technical Contact (If same as Company Information, leave this section blank and check here )
(for more than one technical contact, please include on a separate sheet)

Contact name \_\_\_\_\_ Title \_\_\_\_\_
Street address \_\_\_\_\_
City/Town \_\_\_\_\_ State/Province \_\_\_\_\_
ZIP/Postal code \_\_\_\_\_ Country \_\_\_\_\_
Phone number \_\_\_\_\_ Fax number \_\_\_\_\_
URL \_\_\_\_\_ E-mail address \_\_\_\_\_

Signature (required) \_\_\_\_\_ Date \_\_\_\_\_

## QuarkAlliance enrollment application (page 2 of 4)

Community Level	Partner Level, \$495	Developer Basic Level, \$195	Developer Premier Level, \$995
<input type="checkbox"/> Association <input type="checkbox"/> Users Group <input type="checkbox"/> Book Author <input type="checkbox"/> Output Provider <input type="checkbox"/> Technology Provider <input type="checkbox"/> Training Provider	<input type="checkbox"/> Association <input type="checkbox"/> Users Group <input type="checkbox"/> Book Author <input type="checkbox"/> Output Provider <input type="checkbox"/> Technology Provider <input type="checkbox"/> Training Provider	<input type="checkbox"/> Developer <input type="checkbox"/> QuarkXPress <input type="checkbox"/> QuarkXPress Server <input type="checkbox"/> QuarkCopyDesk <input type="checkbox"/> QPS	<input type="checkbox"/> Developer <input type="checkbox"/> QuarkXPress <input type="checkbox"/> QuarkXPress Server <input type="checkbox"/> QuarkCopyDesk <input type="checkbox"/> QPS

All programs that include access to XDKs require that the renewing or new member complete the Developer Questionnaire. Access to builds will not be granted until the questionnaire is completed. This is an annual requirement. A link to the form will be sent to you upon receipt of your application and payment.

### Software Order Form (For complimentary copies of Quark software, please complete. Developers do not need to specify.)

Platform	Application	Version	Serial Number for Upgrade
_____	_____	_____	_____
_____	_____	_____	_____

### Payment Information

#### Orders and payment:

- If paying by purchase order, check, or wire transfer, please submit a request for a quote prior to sending payment.
- Make checks payable to Quark Distribution, Inc.
- Use of purchase orders is subject to credit application and approval. Contact the Accounting Department at 303 894 8888 for details.
- Quark is unable to accept purchase orders for amounts under \$500.
- A 5% surcharge is added to orders placed on purchase orders.

**Credit card:** Please complete the following information in order to process your credit card payment:

Card type:  Visa  MasterCard  American Express

Cardholder's name \_\_\_\_\_ Credit card number \_\_\_\_\_

Expiration date (MM/YY) \_\_\_\_\_ Billing zip code \_\_\_\_\_

Cardholder's Signature \_\_\_\_\_ Security ID \_\_\_\_\_

**Check:** Enter the number of the check being submitted for payment: Check # \_\_\_\_\_

**Taxes:** Value Added Tax for Canadian Customers: VAT # \_\_\_\_\_

- All fees, import duties, shipping, and taxes are the customer's responsibility. (See VAT, Shipping Costs, and Customs Duties on the Quark Web site for detailed information.) Add appropriate sales tax if your order is shipping to the following states: CA, CO, CT, FL, GA, IL, MA, MD, MN, MO, NJ, NV, NY, OH, PA, SC, TX, VA, WA, or WY. If tax exempt, enclose a copy of your exemption certificate.
- Canadian customers, add 7% GST. QDI registration number 871331034.

### Contact Information

Mail: QuarkAlliance  
 c/o Quark, Inc.  
 1800 Grant St  
 Denver, CO 80203

Phone: 303 894 3648  
 Fax: 303 894 3488

#### Wire Transfers for US and Canadian Applicants:

Contact the Accounting Department at 303 894 8888 for banking and routing details.

### Returns

Sorry, no refunds or returns on open products.

## QuarkAlliance program application (page 3 of 4)

In what services do you specialize? (Answer or check only those questions within your program.)

### Book Author

Title: \_\_\_\_\_

Publisher: \_\_\_\_\_

Editor \_\_\_\_\_

### Association

- Local  Regional  
 National  International

Number of members: \_\_\_\_\_

### Users Group

Core focus: \_\_\_\_\_

Number of members: \_\_\_\_\_

### Output Provider

- We have an online print-buying web site.

URL \_\_\_\_\_

- We have an in-house print-estimating system

- We offer ftp upload of files

### Training Provider

We have training services available:

- Full Time  Part Time

- We are a publicly accessible training center.

Training Areas:

- Local  Regional  
 National  International

Number of trainers: \_\_\_\_\_

Number of classrooms: \_\_\_\_\_

Number of workstations: \_\_\_\_\_

Mac OS® stations: \_\_\_\_\_

Windows OS® stations: \_\_\_\_\_

### Technology Provider

What type of solution/product do you provide?  
\_\_\_\_\_

Is this a

- hardware solution  
 software solution

Do you support PPML? How?  
\_\_\_\_\_

Application Requirements:  
\_\_\_\_\_  
\_\_\_\_\_

### Developer

Do you write:

- AppleScripts  
 Automators  
 XTensions

For what products do you develop or intend to develop?

- QuarkXPress  
 QuarkXPress Server  
 Quark Publishing System  
 QuarkCopyDesk

Do you support PPML? How?  
\_\_\_\_\_

List all products that you have developed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List all products that you are working to develop:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Accessibility to Technology

To be considered for QuarkAlliance membership, technology members and Quark-software XTensions developers must be able to provide accessibility to their technology for testing or support purposes.

Before Quark can approve a technology member's product or platform, we must test your technology. You will need to provide Quark with equipment for testing purposes or access to a facility where testing can be performed. The cost of providing Quark access to technology for testing is the responsibility of the technology provider.

Please note that testing or approval by Quark does not imply that Quark warrants an item in any way.

Before Quark can provide technical support for an XTensions developer's product, we must have the product in-house for testing purposes. As stated in the XTensions developer agreement, you must provide Quark with three full retail versions of your product. We do not require access to any code or API. The product will be used for support and testing only.

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## QuarkAlliance Terms and Conditions (page 4 of 4)

Membership in the QuarkAlliance Program must be renewed each year. Membership will begin upon the receipt of good funds by Quark Distribution, Inc. from the applicant and acceptance into the program by Quark, and will end after one year unless the membership is renewed.

**By submitting this application, you (Applicant) agree to the following terms and conditions upon acceptance of the application by Quark:**

- Use of all Quark software is subject to the terms and conditions of any Quark software license agreement or other applicable agreements. In the event of a conflict between such agreement(s) and these provisions, the relevant agreements shall control. Upon breach of any Quark license agreement, Applicant's participation in the QuarkAlliance program shall automatically terminate.
- The Quark and program logo(s) will be provided to you for use in accordance with the following requirements:
  - i) The Quark and QuarkAlliance program logo(s) may be used in a non-trademark manner only. The Applicant may not indicate that the Quark and QuarkAlliance program logo(s) were produced by or on behalf of or approved or tested by Quark or suggest that Applicant has any legal connection to joint venture, or partnership with Quark;
  - ii) Only the entire logo(s) may be used. No singular usages or alternative spellings are acceptable;
  - iii) Quark reserves the right to review and reject any use of the Quark and QuarkAlliance logo(s) at any time. Should Quark reject Applicant's use(s), Applicant shall immediately cease such use and reproduction within 10 days of notice from Quark;
  - iv) Upon expiration or termination of membership, the participant must cease use and destroy or return all logos related to the QuarkAlliance program.
- Applicant agrees to use professional equipment that meets or exceeds minimum requirements for running QuarkXPress software. Applicant applying as a 'Center' further agrees to maintain commercial premises that are owned or leased by the Applicant and are professional in appearance. Quark may and is entitled to inspect the provider's premises and product without notice.
- Quark makes no representation or warranty, either express or implied, as to the scope, availability, accuracy, effectiveness, or outcome of any technical support that may be provided to you by Quark.
- Acceptance into the QuarkAlliance program is at Quark's sole discretion.
- Membership in the QuarkAlliance program for subsequent years must be renewed. This agreement will not be automatically renewed or extended.
- Prices, terms, and benefits are subject to change without notice.
- Neither Quark nor Applicant and none of their respective agents, employees, representatives, or independent contractors shall (i) be considered an agent, employee, or representative of the other party for any purpose whatsoever, (ii) have any authority to make any agreement or commitment for the other party or to incur liability or obligation in the other party's name or on its behalf or (iii) represent to third parties that any of them has any right so to bind the other party hereto, it being intended that each party shall remain an independent contractor responsible only for its own actions. Nothing contained in this Application nor any related agreements between Quark and Applicant shall be construed or interpreted as creating an agency, representative, partnership, or joint venture relationship between the parties.
- With regard to personal data collected from third parties in furtherance of the business purpose contemplated hereunder, Applicant shall comply with all applicable data protection laws and regulations. Applicant shall only disclose such personal information on a need-to-know basis, in furtherance of the contemplated business purpose to its respective employees, affiliates, consultants, and independent contractors who are under a contractual obligation not to use or disclose such personal information. In the event that such personal data is transferred between Quark and Applicant, Applicant will obtain any consents from the data subjects as are necessary to permit the lawful transferring and processing of said personal data. In collecting, processing, recording, storing, registering, disclosing, transferring, and using personal data and records, Applicant shall comply fully with any privacy protection regulations, data protection regulations, and other applicable laws in the relevant jurisdiction(s). This section shall survive the expiration or termination of the relationship between Quark and Applicant.
- For Applicants whose principal place of business or principal residence is in the United States and/or Canada, any dispute arising out of or relating to this application and/or Applicant's participation in the QuarkAlliance program will be adjudicated in accordance with the laws of the State of Colorado and the United States of America, without regard to conflicts of law principles. Applicant agrees that any suit or proceeding relating to this Agreement shall be brought only in the courts, state and federal, located in Denver, Colorado, and hereby consents to the exclusive personal jurisdiction and venue of such courts. For all other Applicants, any dispute arising out of or related to this application and or Applicant's participation in the QuarkAlliance program 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 Neuchatel in Switzerland. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the law of Switzerland. The foregoing does not limit the right of the parties to request temporary and/or provisional measures before any court of competent jurisdiction.
- In the event of a dispute, the prevailing party shall recover its costs and reasonable attorney's fees in conjunction with such proceeding. Notwithstanding the foregoing, Quark may enforce its intellectual property rights in any court in any appropriate jurisdiction.
- QUARK, THE QUARK AFFILIATED COMPANIES AND/OR THEIR LICENSORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE QUARK PRODUCTS/SERVICES AND/OR THIRD-PARTY PRODUCTS/ SERVICES, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR A PARTICULAR PURPOSE. QUARK, THE QUARK AFFILIATED COMPANIES AND THEIR LICENSORS DISCLAIM ALL WARRANTIES RELATING TO THE QUARK PRODUCTS/SERVICES AND ANY THIRD-PARTY PRODUCTS/SERVICES. IN NO EVENT SHALL QUARK, THE QUARK AFFILIATED COMPANIES, AND/OR THEIR LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST TIME, LOST SAVINGS, LOST DATA, LOST FEES, OR EXPENSES OF ANY KIND ARISING FROM INSTALLATION OR USE OF THE QUARK PRODUCTS/SERVICES, IN ANY MANNER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. IF, NOTWITHSTANDING THE FOREGOING, QUARK, THE QUARK AFFILIATED COMPANIES AND/OR THEIR LICENSORS ARE FOUND TO HAVE LIABILITY RELATING TO THE QUARK PRODUCTS/SERVICES OR THIRD-PARTY PRODUCTS/SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID BY THE USER TO QUARK FOR THE SOFTWARE/ SERVICES AT ISSUE (EXCLUDING THIRD-PARTY PRODUCTS/SERVICES), IF ANY, OR THE LOWEST AMOUNT UNDER APPLICABLE LAW, WHICHEVER IS LESS. THESE LIMITATIONS WILL APPLY EVEN IF QUARK, THE QUARK AFFILIATED COMPANIES, THEIR LICENSORS AND/OR THEIR AGENTS HAVE BEEN ADVISED OF SUCH POSSIBLE DAMAGES. SOME JURISDICTIONS, STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY. ALL OTHER LIMITATIONS PROVIDED UNDER APPLICABLE LAW, INCLUDING STATUTES OF LIMITATION, SHALL CONTINUE TO APPLY. QUARK MAKES NO WARRANTY AND SHALL HAVE NO LIABILITY WITH RESPECT TO THE SERVICES OFFERED BY THE APPLICANT. APPLICANT AGREES TO DEFEND AND INDEMNIFY QUARK AND THE QUARK AFFILIATED COMPANIES AGAINST, AND HOLD QUARK AND THE QUARK AFFILIATED COMPANIES HARMLESS FROM, ANY AND ALL CLAIMS INCURRED OR ASSERTED BY ANY OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH APPLICANT'S ACTS, OMISSIONS, OR MISREPRESENTATIONS OR THOSE OF ITS EMPLOYEES OR AGENTS, REGARDLESS OF THE FORM OF ACTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS. IN THE EVENT ANY OF THESE PROVISIONS ARE OR BECOME UNENFORCEABLE UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE MODIFIED OR LIMITED IN ITS EFFECT TO THE EXTENT NECESSARY TO CAUSE IT TO BE ENFORCEABLE.