



Getting the most out of your investment in Quark software

Quark Licensing Programs

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

Our licensing programs are designed to:

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

Quark licensing available for commercial users includes:

- **Quark® Volume Licensing Program (QVLP):** Allows you to purchase Quark software licenses to the latest version at the most cost-effective price and provides additional benefits.
- **QuarkAssurance (QA):** Ensures that your Quark software licenses remain up-to-date.

Quark Volume Licensing Program

The Quark Volume Licensing Program (QVLP) is a simple and cost-effective way for commercial organizations that require multiple licenses to purchase QuarkXPress. Benefits of the program include:

- **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:** Licenses purchased through QVLP can be covered by QuarkAssurance, which provides all upgrades and updates to QuarkXPress that are available during a 24-month period.

QUARK VOLUME LICENSING PROGRAM

Customer profile

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

Volume discounts

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

Volume tiers		Volume discounts	
Tier	Number of licenses	Full product	Upgrades
A	2-4	2.5%	2.5%
B	5-24	5%	5%
C	25-49	10%	7.5%
D	50-99	15%	10%

If you have 100 or more licenses, please contact your Quark Reseller or Quark Customer Service for pricing

With QVLP, volume discounts are both transactional and cumulative, which means you get the best of both worlds. The discount level for a particular transaction is determined by the number of licenses you currently own and the number of licenses you are purchasing*. And, unlike other programs, every license you own counts toward the calculation of your price level, no matter when or how the license was purchased or what version it is. Graduation to the next tier is automatic and immediate.

For example, if you currently own 25 licenses but only 10 of them are the latest version, your transactions under QVLP would qualify for the tier C discount. You would remain at tier C until a transaction takes place that increases your cumulative purchases to a total between 50 and 99 licenses. At that time, you would qualify for the tier D discount.

To be eligible for QVLP, you must own or be purchasing more than one QuarkXPress licenses.

Concurrent licensing

Licenses purchased under QVLP can be run concurrently using our complimentary license management software.

Quark License Administrator (QLA)

- QLA is installed by the customer on a machine (Mac® or PC) connected to their network
- Ideally this machine is set up for high-availability — most customers use one of their existing servers
- Customer can install software on as many machines as they want
- Every time a user launches QuarkXPress, it sends a request to QLA over the network asking for a license
- Assuming the runcount of the site license has not been exceeded, QLA allows QuarkXPress to launch on the user machine as normal
- The only cost associated with QLA is the £10 charge for a Media Pack which contains the installer CD
- QLA also supports remote users in a variety of ways

Remote workers or freelance workers can access concurrent licenses allowing them to use QuarkXpress off site.

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 runcount of the combined licenses at any point in time.

QLA is used to manage either QuarkXPress 7 or QuarkXPress 8 licenses.

Eligibility

In order to be eligible for the QVLP price discounts, you must own or be purchasing more than one QuarkXPress license. There are no other minimum purchase requirements or qualification criteria.

Keep in mind that you may already own your minimum, so you can start saving on upgrades and new licenses immediately!

Fulfillment

Licenses are fulfilled via an electronic license — referred to as the Customer Information Card (CIC) along with a Media Pack which includes complimentary Software QLA. Licenses are usually fulfilled within 48 hours of purchase

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.

Purchasing

QVLP is available through your Quark authorized reseller or Quark Customer Service at 0800 032 5741 for the UK or +41 32 720 14 14. To find your nearest reseller or for more information, visit:

<http://euro.quark.com/resellers>

Terms and Conditions for Quark Licensing Programs can be found at the end of this document.

Business rules

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

QuarkAssurance

QuarkAssurance is an optional addition to the Quark Volume Licensing Program and is designed to protect your investment in Quark software by ensuring that you are always using the most recent version.

Benefits

QuarkAssurance provides you with the following benefits:

- Upgrade protection
- The ability to run earlier versions of the QuarkXPress software you require

Upgrade protection

Licenses enrolled in QuarkAssurance qualify for automatic upgrades and updates to QuarkXPress for a 24-month period. You will receive automatic notification through an e-mail message, and the software will be made available to you electronically.

Use earlier versions

As part of QuarkAssurance you can choose to receive validation codes and media that allow you to install and run earlier versions of QuarkXPress even if you did not previously use them. This works in conjunction with Quark License Administrator (QLA) and licenses are managed concurrently. You will be able to run any combination of versions, back to QuarkXPress 7, up to the maximum runcount of the license.

Pricing

The fee for enrolling a license in QuarkAssurance for 24 months is calculated as a percentage of the prevailing suggested retail price for an upgrade, taking into account the volume discount that you are eligible for as part of QVLP.

If purchased in conjunction with a new license or an upgrade, QuarkAssurance is calculated at 75% of the suggested retail price for a QuarkXPress upgrade. QuarkAssurance can also be purchased separately within 90 days of purchasing a new license or upgrading from a previous version. The price for this is calculated at 85% of the suggested retail price of a QuarkXPress upgrade.

Program term

QuarkAssurance is a 24-month program. Coverage begins when your order is processed by Quark and expires 24 months later on the last day of the month of purchase. For example, if your QuarkAssurance order is processed by Quark on September 15, 2009, coverage will start on September 15, 2009 and expire on September 30, 2011.

Renewals

You will be notified 90 days before your term expires and you will have the opportunity to renew. To maintain coverage, you must renew every 24 months at whatever the price is at the time of renewal. If your QuarkAssurance coverage lapses, you will not be able to renew it until the next major software upgrade is released. At that time you will need to upgrade your licenses to the latest version before you can take out QuarkAssurance coverage.

Eligibility

QuarkAssurance can be purchased for QuarkXPress 8 site licenses purchased before the launch of the QVLP program, as if it was being purchased in conjunction with a new license or upgrade (e.g. at the preferential price), until December 31, 2009.

After December 31, 2009, QuarkAssurance will only be available for licenses at the latest version that were purchased through the Quark Volume Licensing Program. Coverage can be purchased at the time of purchase or within 90 days of purchase.

Coverage

QuarkAssurance is available worldwide. It is currently only available for QuarkXPress licenses.

Purchasing

QuarkAssurance is available through your Quark authorized reseller or Quark Customer Service at 0800 032 5741 for the UK or +41 32 720 14 14. To find your nearest reseller or for more information, visit:

<http://euro.quark.com/resellers>

Terms and Conditions for the Quark Licensing Programs can be found at the end of this document.

Business rules

- Only licenses at the latest version of QuarkXPress are eligible for QuarkAssurance.
- All licenses covered by QuarkAssurance must be used in conjunction with Quark License Administrator (QLA).
- QuarkAssurance coverage must be purchased within 90 days of purchasing the license.
- Consolidated licenses inherit the earliest renewal date that applied to any of the licenses previously.
- You are required to provide full contact information with all QuarkAssurance orders.

QUARK VOLUME LICENSING PROGRAM

QVLP/QA Request for Information

To discuss your Quark Volume Licensing Program requirements or to obtain a quote, please complete the following form and either contact your Quark authorized reseller or contact Quark Customer Service at 0800 032 5741 for the UK or +41 32 720 14 14.

Company details

Company name: _____

Company address: _____

Contact: _____

Contact phone number: _____

Contact e-mail address: _____

Ship to address (if different from above): _____

Invoice address (if different from above): _____

Reseller information (if applicable)

Nominated reseller: _____

Contact details: _____

Quark licenses details

Quark customer number (if known): _____

Quark serial numbers (if known): _____

Request for information

Are you interested in additional licenses? Yes No

Are you interested in additional upgrade licenses? Yes No

Would you like to know more about our QuarkAssurance Program? Yes No

Frequently asked questions

Quark Volume Licensing Program

What is the Quark Volume Licensing Program?

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

How is my QVLP tier determined?

Your tier is determined by the quantity of QuarkXPress licenses you currently own AND any additional licenses you are purchasing. All licenses at all versions, editions, and platforms count towards this calculation.

The following table lists the program tiers and license quantities.

Program tier	License quantity
A	2 – 4
B	5 – 24
C	25 – 49
D	50 – 99
If you have 100 or more licenses, please contact your Quark authorized reseller or Quark Customer Service for pricing	

How many licenses do I need to qualify for QVLP?

You must own or be purchasing more than one QuarkXPress license.

Is there a minimum order quantity for QVLP?

No. The only requirement is that you own or are purchasing more than one QuarkXPress license. For example, if you own one license at the latest version and purchase one additional license also at the latest version, that purchase would qualify for QVLP at the tier A discount level.

Do QVLP customers qualify for technical support?

Technical support for QuarkXPress is available in English via telephone and e-mail messages to all customers at no additional charge. For more information, visit

<http://euro.quark.com/en/service/desktop/support/>.

Where can I purchase QVLP?

QVLP is available through local Quark authorized resellers and Quark Customer Service. Contact Quark Customer Service at 0800 032 5741 for the UK or +41 32 720 14 14. To find a reseller near you, visit

<http://euro.quark.com/resellers>

What is delivered in a QVLP order?

QVLP orders are delivered electronically. You will receive an e-mail message containing a license certificate. You can purchase the number of Media Packs (containing installation media and manuals) that you require.

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

Yes. Media Packs are available for purchase. Each media pack contains:

- 1 QuarkXPress installer CD-ROM
- 1 Quark License Administrator CD-ROM
- QuarkXPress user guides in PDF format

What information does the license certificate contain?

The certificate contains specific information on the full and active QuarkXPress licenses registered to you* including serial numbers, validation codes, runcounts, and QuarkAssurance expiration date (this only appears if the license is covered by QuarkAssurance).

How can I find out what licenses I own?

Send an e-mail message to

LicensingNorthEurope@quark.com.

Please include as much information as possible including company names (past and present), addresses, and any existing serial numbers you have.

Does Quark have a software maintenance program?

Yes. The QuarkAssurance program is available to all QVLP customers. It provides all updates and upgrades to QuarkXPress.

Can other Quark products be purchased through QVLP?

Currently, QVLP is only applicable to QuarkXPress.

What is the term of QVLP?

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

QuarkAssurance

What is QuarkAssurance?

QuarkAssurance provides upgrade protection for QuarkXPress. Licenses covered by QuarkAssurance automatically receive all updates and upgrades.

What is the term for QuarkAssurance coverage?

The QuarkAssurance term is 24 months. Coverage begins on the date that the order is processed by Quark and expires 24 months later on the last day of the month of purchase. For example, if your order for QuarkAssurance is processed by Quark on November 15, 2008, coverage will start on November 15, 2008, and expire on November 30, 2010. You will be notified 90 days before the expiration date, and you will have the opportunity to renew.

What happens if QuarkAssurance coverage lapses? Can it be renewed at a later date?

No. If QuarkAssurance coverage lapses for a particular license, it cannot be renewed. When the next version of QuarkXPress is released, you can upgrade the license to the latest version at the standard price and take out QuarkAssurance coverage at that time.

Can all QuarkXPress customers purchase QuarkAssurance coverage for their licenses?

No. QuarkAssurance coverage is only available for customers who are eligible for QVLP.

Can I purchase QuarkAssurance coverage for longer than 24 months?

No. QuarkAssurance coverage can only be purchased for a 24-month period.

Can I prorate my QuarkAssurance coverage to synchronize renewal dates for multiple licenses?

No, Quark does not allow prorating. You may synchronize renewal dates by consolidating licenses into a single site license. However all consolidated licenses inherit the earliest renewal date that applied to any of the licenses.

You can choose to keep licenses separate to maximize their QuarkAssurance coverage, which means they will have multiple renewals. Quark will help you stay on top of your purchases and renewals by sending renewal notices to you at the expiration of QuarkAssurance coverage for each of your licenses.

Am I required to purchase QuarkAssurance coverage for all my QuarkXPress licenses?

No. You can purchase QuarkAssurance coverage for only some of your licenses. However, a specific site license (an individual serial number) cannot be partially covered. For example if you upgrade a 20-user site license under QVLP but only purchase QuarkAssurance coverage for 10 licenses, the site license must be deconsolidated into two separate 10-user site licenses. One will be covered by QuarkAssurance and one will not.

Can I consolidate a license that is not covered by QuarkAssurance with a license that is covered?

No. Licenses that are not covered by QuarkAssurance cannot be consolidated with licenses that are covered by QuarkAssurance. They must remain separate.

If I add additional licenses with QuarkAssurance to a site license that is covered by QuarkAssurance already, which renewal date applies?

Licenses that are consolidated with an existing license covered by QuarkAssurance always inherit the earliest renewal date that applied to any of the licenses. For example, if you purchase a 10-user site license with QuarkAssurance coverage on September 15, 2009, the renewal date is September 30, 2009. If you then purchase an additional 10 licenses with QuarkAssurance coverage on December 15, 2009 and consolidate these with the 10-user site purchased in January, the combined 20-user site license will have a renewal date of September 30, 2011. The QuarkAssurance coverage fee for the licenses purchased in December would not be prorated.

Can I backdate QuarkAssurance coverage?

No. QuarkAssurance coverage cannot be backdated. For example, if you purchase 10 licenses with QuarkAssurance coverage in November 2006, but choose not to renew when the coverage expires at the end of November 2008, when the next version of QuarkXPress is released you cannot renew your previous QuarkAssurance coverage. Instead you must purchase the upgrade first and then add QuarkAssurance coverage. The new coverage starts from the date of purchase.

How is QuarkAssurance tracked?

QuarkAssurance is serial number-specific so each of your QuarkXPress licenses (which have their own unique serial number) may have a different renewal date, depending on when you purchased coverage for the license.

Terms and Conditions For Quark Licensing Programs

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.

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 AND THE QUARK AFFILIATED COMPANIES MAKE 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 AND/OR THE QUARK AFFILIATED COMPANIES 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. Some jurisdictions, states, or provinces do not allow limitations on implied warranties, so the above limitations may not apply to particular customers.

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 District Court for the City and County of Denver, State of Colorado, and the United States District Court for the District of Colorado shall have sole and exclusive jurisdiction and venue over any dispute arising out of or in connection with this Program, and the Parties hereby submit themselves to the jurisdiction of said courts. NOTWITHSTANDING ANYTHING IN THIS SECTION TO THE CONTRARY, QUARK, THE QUARK AFFILIATED COMPANIES AND/OR THEIR LICENSORS SHALL NOT BE PREVENTED FROM ENFORCING THEIR RESPECTIVE OR COLLECTIVE INTELLECTUAL PROPERTY RIGHTS IN ANY APPROPRIATE JURISDICTION.
- b. **Customers outside the Americas.** For Customers whose principal place of business is outside the Americas, any dispute, controversy or claim arising under, out of or relating to this Program, 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. The dispute, controversy or claim shall be decided in accordance with the laws of Switzerland. The above arbitration clause does 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.