

Installation Guide and License Agreement



Key Curriculum Press

System Requirements for Windows®

- Pentium-based system or equivalent
- Windows XP or later
- 300 MB free disk space
- Optional: Internet connection, Adobe® Flash® Player, Adobe® Reader or Adobe® Acrobat®

System Requirements for Macintosh®

- PowerPC or Intel-based system
- Mac OS 10.4 or later
- 300 MB free disk space
- Optional: Internet connection, Adobe® Flash® Player, Adobe® Reader or Adobe® Acrobat®

Windows Installation

1. If necessary, go to www.keypress.com/gsp/download and download the software.
2. Double-click the installer and follow the onscreen instructions. You will be prompted to accept the license agreement.
3. Launch Sketchpad and enter your License Name and Authorization Code to unlock the full-featured version.

Macintosh Installation

1. If necessary, go to www.keypress.com/gsp/download and download the software.
2. Double-click the disk, if necessary. You will be prompted to accept the license agreement.
3. Drag the Sketchpad icon to your Applications folder.
4. Launch Sketchpad and enter your License Name and Authorization Code to unlock the full-featured version.

Network Installation

To install on multiple computers using a network refer to the instructions at the online Sketchpad Resource Center:

http://dynamicgeometry.com/Technical_Support/FAQ.html

Key Curriculum Press Software License Agreement

Definitions:

- **Key** means Key Curriculum Press, Inc., 1150 65th Street, Emeryville, CA 94608, USA.
- **Software** means The Geometer's Sketchpad Version 5 computer program that you received from any source.
- **Documentation** means the printed or electronic reference materials and other printed or electronic materials accompanying the Software.
- **Product** means Software and Documentation.
- **Use** means install, use, access, display, run, or otherwise interact with the Product.
- **License** means a Single-User License, a School/Institution License, a Student License, a Student 1-Year License, or any other license as defined by Key from time to time.
- **Evaluation Mode** means the restricted and time-limited state of the Software prior to the registration of a License Name and/or an Authorization Code as required for Use under a License and subject to the terms of use as stated in this Agreement.
- **Licensee** means an individual or institution that has legally obtained a License and that is legally able to Use the Product under the terms of that License, or any individual that Uses the Product under a Limited Preview License.
- **Authorization Code** means the unique code delivered to Licensee in conjunction with a License and that enables the Use of the Software under the terms of the License.
- **Preview Mode** means the restricted and time-limited state of the Software prior to the registration of the Software via an Authorization Code as required for Use under a License.
- **Limited Preview License** means a license to Use the Software in Preview Mode.
- **Order Confirmation or License Confirmation** means the printed or electronic copy of the invoice or invoice confirmation record received by a Licensee from Key or from one of Key's authorized educational dealers or distributors, or any other printed or electronic confirmation of a License received by Licensee from Key or displayed by the Software upon registration.
- **License Term** means the period of time associated with a License, if any.

GRANT OF LICENSE

Key grants the Licensee a limited, non-exclusive license to Use the Product on one or more computers of the Licensee consistent with the conditions set forth below. If a Licensee is found to have violated these conditions of use, then Key may cancel the Licensee's License and terminate this Agreement. All other rights are expressly reserved by Key.

Single-User Licenses

A Licensee with a Single-User License may Use the Product on up to three personal computers, provided only one copy of the Product is in use at one time.

School/Institution Licenses

A Licensee with a School/Institution License may Use the Software or authorize Use of the Software on the number of computers as in the Order Confirmation or License Confirmation. Use by an instructor on a personal or home computer shall be considered one instance of use under a School/Institutional License.

Student Licenses

A student Licensee with a Student License may Use the Product on up to three personal or family-owned computers, provided only one copy of the Product is in use at one time. A student who receives the Product and/or an Authorization Code from their school or educational institution in order to use the Software on a personal or family-owned computer shall be considered a Licensee and shall be bound by the terms of the Student License. A user of a Student License must be a student at an educational institution at the time the license was purchased or obtained.

License Term

If a License has a License Term, or if the Order Confirmation or License Confirmation indicates a License Term, Licensee may Use the Software for the specified License Term commencing on the day that the License was issued (the date on which the License Authorization Code was generated). The Software will not operate beyond the License Term and tampering with the Software in order to use it beyond the License Term is a violation of this Agreement.

GRANT OF LIMITED PREVIEW LICENSE

Key grants each individual who installs the Product on a computer a limited, non-exclusive license to Use the Product in Preview Mode on the computer on which it is installed.

LIMITATIONS ON USE

The Product is licensed as a single product and its component parts may not be separated for use on more than one computer or on the number of computers set out in the Order Confirmation

or License Confirmation. The rights granted hereunder are personal to the Licensee. Neither the Product nor the rights granted hereunder may be resold, sub-licensed, assigned, leased, lent, or rented, whether for value or otherwise, except by Key pre-approved resellers or as noted in the terms of this Agreement. The Product shall not be Used as part of a time-share or service bureau arrangement. The Product may not be modified, reverse engineered, decompiled, or disassembled. The proprietary rights legends contained on and in the Product shall not be removed or obscured.

ASSIGNMENT OF USE BY SCHOOLS

Schools or educational institutions that purchase either a School/Institution License or a Student License may assign or sell a sub-license in such Product for use by an instructor or a student enrolled in the school or educational institution. For the purposes of this License, such a faculty member or student is considered a Licensee subject to all of the conditions on Use of the Product as the original Licensee.

REPRESENTATIONS OF LICENSEE

The Licensee represents that it has obtained all necessary consent and authority for the importation and Use of the Product in the jurisdiction in which the Licensee intends to Use the Product.

INTELLECTUAL PROPERTY RIGHTS

Key and/or the rights holders named in the Product are the owners of and retain title to all proprietary and intellectual property rights in and to the Product, including copyrights, trade secrets, trademarks and know-how protected both by United States and Canadian copyright laws, and under the provisions of international treaties. Copying of the Product, other than as explicitly provided herein, constitutes an infringement of the rights holders' intellectual property rights. Licensee acknowledges the foregoing and agrees that it has no right, title or interest in the Product, except as specifically set forth herein, and that the Licensee has no rights in any trademarks identified as belonging to the rights holders.

SUPPORT SERVICES

Key may provide the Licensee with support services related to the Product ("Support Services"). Use of Support Services is governed by Key's policies and programs described in the user software reference manual, in online documentation, and/or in other Key-provided materials. Any supplemental software provided to the Licensee as part of the Support Services shall be considered part of the Product and subject to the provisions of this Agreement. In the event

that the Licensee provides technical information to Key pursuant to the delivery of Support Services, Key may use this information for its business purposes, including Product support and development.

TERMINATION

Without prejudice to any other rights, Key may terminate this Agreement if the Licensee fails to comply with the terms and conditions hereof. In such event, the licensee agrees to remove all copies of the Product from any computers on which they were installed and destroy all such copies.

LIMITED WARRANTY

THE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

IN THE EVENT THE EXCLUSION OF IMPLIED WARRANTIES DOES NOT APPLY AND IN THE EVENT OF A BREACH OF SUCH WARRANTIES, KEY'S AND ITS DEALERS' AND DISTRIBUTORS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE, AT KEY'S OPTION, EITHER (A) RETURN OF THE PRICE PAID, IF ANY; OR (B) REPAIR OR REPLACEMENT OF THE PRODUCT RETURNED TO KEY WITH A PURCHASE RECEIPT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KEY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF KEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY IN CERTAIN JURISDICTIONS.

ENTIRE AGREEMENT

The Licensee agrees that this Agreement is the complete and sole statement of the agreement between Licensee, Key, and Key's distributors and dealers, and supersedes both all representations made in respect of the Product and all other agreements (whether written or oral) relating to the subject matter of this Agreement.

PARTIAL ILLEGALITY

If any provisions of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any other provision thereof, and the illegal or invalid provisions shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions hereof shall continue in full force and effect.

APPLICABLE LAWS

The rights and obligations of the parties under this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Instead, unless expressly prohibited by local law, the rights and obligations of the parties under this Agreement shall be governed by the State of California, and the laws of the United States applicable therein.

Key Curriculum Press
1150 65th Street
Emeryville, CA 94608
Phone: 510-595-7000
Fax: 510-595-7040
Web: www.keypress.com