



**CyberLink Power2Go Agreement  
Schedule 4 Part 1 – Particulars and Signatures**

Please complete all parts of this form and return it with an Official Institution Purchase Order for the full fees plus VAT made out to "Eduserv".

**Administration Contact:**

**Full Title of Site** .....

**Title**..... **Forename**..... **Surname**.....

**Position**.....

**Department**.....

**Address** .....

.....

**Postcode**..... **Telephone**.....

**Email** ..... **Fax** .....

The above named person whose signature is appended below will receive all communication from Eduserv regarding administration of this Agreement and all information pertaining to any renewal or extension of it.

**Signed**..... **Dated**.....

In completing this Schedule of Particulars and Signatures and returning it to Eduserv the Licensee is deemed to be submitting an order for the grant of this Licence and to have accepted the terms and conditions of it – which expression means this Licence (Schedule 4 Part 1), the related General Licence Conditions (Schedule 4 Part 2), the Special Licence Conditions (Schedule 4 Part 3), the Copyright Acknowledgement Form (Schedule 4 Part 4) and the Licensor’s End User Licence Agreement (EULA) (Schedule 4 Part 5) – and the Licensor grants to the Licensee, and the Licensee accepts from the Licensor, a Licence to access and use the Licensed Work as such term is defined below.

**In this Licence the following expressions shall mean:**

1. **Licensee:** (name of Institution).....

**Full Postal Address:** .....

**Postcode:**.....

2. **Invoice Address for Licensee:** .....

.....

**Postcode:**.....

3. **Purchase Order No:** .....

Please ensure that this Purchase Order is made payable to "Eduserv" and covers the full cost of the licence fee plus VAT.

**4. Technical Contacts for Licensee:**

	Main Technical Contact	Deputy Technical Contact
Name:		
Job Title:		
Department:		
Phone No:		
Fax No:		
Email:		

**5. Licensor:** CyberLink Corporation, 15F, #100, Minchiuan Road, Shindian City, Taipei 231, Taiwan. CyberLink Customer Support is provided by email and internet and accessed at: <https://membership.cyberlink.com/prog/support/cs/index.do>

**6. Licence Period:** this Licence commences on the date requested by the Licensee as indicated at 11. below and ends on the third anniversary of that date. At the end of the Licence Period, unless a further Licence Period is entered into, Licensee must cease all use of the Licensed Product and de-install and destroy all copies in its possession.

**7. Licensed Product (which expression includes any part or copy thereof):** Power2Go Academic, supplied pursuant to an Agreement dated 1 November 2009 between CyberLink Corporation and Eduserv (the "Agreement"). The version being supplied by the Licensor at the time of the signing of this Agreement is Power2Go Academic 6. One copy of System Releases and New Versions will be sent by the Supplier to each Licensed Institution as and when they become commercially available throughout the three year Licence Period of a Licensed Institution's Licence.

**8. Licence, Support and Update Charges:** Licensee will pay to Eduserv a single payment plus VAT to cover three years, or an initial annual charge plus VAT and two subsequent annual charges plus VAT, as listed below. The single payment or initial fee will be due on receipt of licence. If the three annual payments option is chosen then thereafter the two further annual payments plus VAT will be due three months in advance of the anniversary date of the grant of Licence. From the end of the Licence Period no further charges are payable except that if continued service is required this will be a matter for negotiation between the Supplier and the Licensed Site.

The table below shows the Charges payable for the provision of the Product. For United Kingdom Higher Education Institutions, pricing is based on the number of Full-time Equivalent Staff (Staff FTE) at the Licensed Institution, at the commencement of its Licence, as defined by the United Kingdom Higher Education Statistics Agency (HESA). For all other Institutions, excluding Associated Institutions, pricing is based on the number of Full-time Equivalent Staff (Staff FTE) at the relevant Institution, at the commencement of its Licence, as defined by the relevant government funding agency. Charges are expressed in United Kingdom Pounds Sterling.

Please tick the relevant box in the table below to show your Staff FTE count and the appropriate Charge.

Staff FTE	Three Annual Payments of	<input checked="" type="checkbox"/>	Single Payment to Cover Three Years	<input checked="" type="checkbox"/>
1 to 1,000	£799	<input type="checkbox"/>	£2,237	<input type="checkbox"/>
1,001 to 3,000	£1,488	<input type="checkbox"/>	£4,166	<input type="checkbox"/>
3,001 to 5,000	£2,235	<input type="checkbox"/>	£6,258	<input type="checkbox"/>
5,001 to 10,000	£3,356	<input type="checkbox"/>	£9,397	<input type="checkbox"/>

Associated Institutions may participate in this Agreement only with the express consent of the Supplier. Should the Supplier grant such consent, the Charges payable shall be based on the total number of staff employed by the Associated Institution.

Your Order will be channelled to CyberLink by Eduserv through a nominated Reseller. Please refer to the Eduserv/Cyberlink pages on the Eduserv website for the list of nominated Resellers and write the name of your chosen Reseller on the line below:

My chosen Reseller is:.....PUGH COMPUTERS LTD.....

**9. Warranty Period:** the Licensor's limitation as to warranty is as given in Condition 9 of the General Licence Conditions in Part 2 of this Schedule.

**10. Platform(s) Required:** .....

Please refer to CyberLink's website to see the list of available platforms.

**11. Licensee's Requested Licence Start Date:** .....

**Countersigned Licence to be returned to:** .....

**Read and agreed for and on behalf of The Licensee:**

**Printed Name**..... **Signature** .....

**Title**..... **Date** .....

I confirm that I am authorised to commit the above named organisation to subscribe to the Product at the charges shown.

Please return this licence and a Purchase Order for the full fee plus VAT made payable to "Eduserv" to: **Eduserv, Royal Mead, Railway Place, Bath, BA1 1SR.** Please note that if the required paperwork is completed, signed, scanned and emailed to Eduserv then paper copies need not be posted. **Email: finance@eduserv.org.uk.**

The section below is to be completed by the Licensor upon acceptance of this application.

**Read and agreed for and on behalf of The Licensor:**

**Printed Name**..... **Signature** .....

**Title**..... **Date** .....

**Licence Number** .....