

MULTI USER LICENSE SET UP AND IMPLEMENTATION



To help minimize multi user training costs for corporate, government, education, and non-profit organizations, LearnKey offers a Multi-User License¹ that can be purchased with the original sale or as an upgrade to the original sale of any LearnKey CD product. With our Multi-User License (MUL) you may train as many people as you want for as long as you want and operate completely within US and International Copyright laws. The more people who use the training the lower your per-person training cost is going to be. It's convenient and cost effective.

***Please see FOOTNOTES on page 3 for ¹ and ².*

SET UP

For all "lab" situations, an Administrator will need to install² the LearnKey training on each computer to be used in the lab.

1. Insert your LearnKey CD into the CD ROM drive and close the drive. Your LearnKey CD will automatically launch the setup program. *Office 97 courses and older will NOT auto-launch.*
2. Once your license agreement appears, read through the terms of the agreement, and click "I Agree".
3. Your setup window will now open. Click on "Install". Once finished, click "OK".
4. Please wait for your LearnKey training to initialize. Once completed, please enter a generic first/last name, password, and then confirm password. Passwords are difficult to remember. We have found that when the following are used for a generic name, Administrators have been more successful.

First Name: 1
Last Name: 1
Password: 1

5. The training can be unlocked on a training lab PC for individual username and password access, which provides very limited tracking as to which courses a user has ever accessed, and his or her highest and last past-test scores per course. **Such tracking and password info is not secure, and can be viewed by any user.** To unlock the training:
 - a. Click on START
 - b. Go to PROGRAMS
 - c. Go to LEARNKEY
 - d. Go to USER LOGIN - REGISTRATION
 - e. After program initializes, click on ADD USER
 - f. Click on ACQUIRE LICENSES
 - g. The alphanumeric code you now see is a random number that is used to complete the unlock process. Finish by calling LearnKey Technical Support at 800-865-0165 extension 293. **NOTE: Unlocking must be accomplished "live", while the unlock code is active on the computer screen. If the unlock function is exited, a new code is generated with each request code. Therefore, a request for a solution code cannot be requested by email and returned by email, unless the unlock process is left undisturbed until the solution code is acquired.**

- h. Explain to the technician you are calling for a multi user unlock, and be prepared to provide the unlock code on the screen, and the LearnKey invoice number from your purchase.

IMPLEMENTATION

LearnKey training with a Multi User License can be used in various ways. Below are a few implementation methods LearnKey has seen implemented successfully.

Option 1 ~ "Multiple Stations, Random Access" - Tests ARE recorded

Instructors would like students to be able to train at random times, and on random machines, but need to maintain test scores records.

Pros

- Student may train at any computer they wish
- Testing is handling through a "Test Box". All students will be required to test at this box, allowing for a central station to gather test scores

Cons

- Need to create individual test boxes. No training will take place on these boxes.
- Media is required for each computer in the lab
- Student must use the same computer each time, to maintain records at the same station
- No scores will be retained on any station other than the "Test Box"

Option 2 ~ "Multiple Stations, Random Access" - Tests NOT recorded

Instructor just wants students to be able to train at their own pace, and any computer available. Test scores do not need to be recorded, or maintained.

Pros

- Students may train at any station in the lab
- Students may test at any station in the lab
- No unlocking is required at any station. Each station may use the same generic username and password.

Cons

- Media is required for each lab
- No scores will be retained on any station
- Student must record where they left off. No bookmarks will be retained.

Option 3 ~ "Library"

Corporate environment when no lab is available, and majority of training is to be done at home on employees own time.

Pros

- Minimal amount of media is all that is needed to store in a "library"
- Users may check product out on their own time
- User may train at the office or at home
- No license unlock is required, unless training takes place by more than one person on one machine

Cons

- No set training environment
- Training media requires library management

Option 4 ~ "Student Classroom"

Instructor would like all students training, or taking test simultaneously.

Pros

- Students use the same computer every day
- Each student needs to watch the training or test at the same time
- Student would use their own username/password

Cons

- Training Administrator must access each computer in the lab to retrieve test scores of students
- Unlocking is required for each station and will be time consuming
- Media is required for each station

NOTE

If you have questions about implementation of LearnKey training, using Multi User Licenses, call you Account Manager to discuss the best option for you.

If you have technical questions about implementing LearnKey training, using Multi User Licenses, please call LearnKey Technical Support at 435-674-9733, extension 293.

FOOTNOTES

¹ A Multi User License is a non-transferable multi-user limited license that permits the purchaser to install the training content and train an unlimited number of individuals. With this license the product may be placed on a workstation, such as a computer in a training lab (for multi user password access), or used as a library copy. ***Duplication of the CD and/or electronic transmission of any content are in violation of manufactures copyright.*** If additional sets of CD-ROM media are needed to provide increased training access at the same licensed location, these may be purchased at discounted MUL prices. Each additional MUL license on a training lab PC must be unlocked by LearnKey Technical Support. MUL licensing is not a network based training solution. An individual LearnKey training session CD must still be present in the user's PC CD-ROM drive for the training to be accessible.

² If you are running Windows NT / 2000 / XP operating systems, you are required to have "local administrative rights" to install the LearnKey courseware.



LICENSE TERMS AND CONDITIONS

1. Definitions. Products are preconfigured to ship with a non-transferable **Single User License**. This permits the purchaser to install the training on a single PC for use by a single user. Duplication, sharing, multiple installations, and/or electronic transmissions of any content are in violation of LearnKey and International conventions copyright. **Multi-User License*** can be purchased with the original sale or as an upgrade to the original sale.

* **Multi-User License** * is a non-transferable multi-user limited license that permits the purchaser to install the training and train an unlimited number of individuals. With this license the product may be placed on a workstation, such as a computer in a training lab, or used as a library copy. Duplication of CD and/or electronic transmission of any content are in violation of manufactures copyright. Each additional user license must be unlocked by LearnKey (the Manufacturer) or it's authorized representative. User must access the training materials using an original manufacture's CD-ROM. With an Multi-User License, additional sets of Media (CD-ROMs) may be purchased from LearnKey or an authorized reseller. Books, MasterExams and e-support are considered supplemental products and are not included in this license.

As used herein, the following terms shall have the indicated meanings: (i) "System" shall mean the information and computer technology certification training course(s) embodied by the Program and Documentation, as such may be updated from time to time; (ii) "Program" shall mean computer software to implement the System, and stored in machine-readable form on any storage device or media. The Program includes, but is not limited to, images, animations, video material, audio material, music, training materials, methods, designs, management plans, concepts, and tests; and (iii) "Documentation" shall mean any and all materials that teach, explain, demonstrate, or otherwise provide instructions or guidance concerning the installation and/or use of the Program including, but not limited to, audio media, video media, digital media in any form, software (other than the Program), graphics, text, and workbooks. As used herein, "System," "Program", and "Documentation" also include any portion(s) thereof.

2. LEARNKEY Rights. It is hereby understood, acknowledged, and agreed by You (the purchaser of the copy of the Program and Documentation with which this Single User License Agreement (the "Agreement") is packaged) that: (i) LEARNKEY, Inc. ("LEARNKEY") and/or its suppliers, agents, and contractors, as applicable, is/are the exclusive owner(s) of all right, title and interest in and to the System, Program, and Documentation, and all works derived from the System, Program, and/or Documentation, wherein such right, title, and interest includes, but is not limited to, the rights provided by patent, copyright, trademark, trade secret, and trade dress laws, both domestic and international; (ii) notwithstanding any other provision of this Agreement, LEARNKEY and/or its suppliers, agents, and contractors, as applicable, owns and retains all right, title, and interest in and to (a) any and all improvements, modifications or amendments that You make to the System, Program, and/or Documentation, (b) any and all works prepared by You and/or at Your direction, and derived either in whole or in part from the System, Program, and/or Documentation, and (c) any copies of the System, Program, and/or Documentation made by You, or caused or permitted to be made by You; and (iii) You do not, by virtue of Your purchase and/or use of the System, Program and/or Documentation, as applicable, thereby acquire any ownership, rights, title, or interest, of any kind in the System, Program, or Documentation.

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provided however, that no portion of such archive copy shall be stored at any time on the hard drive of any computer. All rights not expressly granted in this Agreement are hereby reserved by LEARNKEY.

4. Term and Termination. The Agreement is effective until terminated. You may terminate this Agreement at any time by destroying the Program and Documentation, together with all copies thereof, and ceasing from using the System, Program, and Documentation in any manner. Immediately upon any termination of this Agreement, the rights granted to You hereunder revert completely to LEARNKEY. LEARNKEY may, in its sole discretion, terminate this Agreement if You fail to comply with any term or condition of this Agreement. In such event, no notice shall be required by LEARNKEY to effect such termination. Such termination shall be without prejudice to any other remedy to which LEARNKEY may be entitled under applicable law, statute, or regulation. Upon termination of this Agreement, for whatever reason, You agree to immediately destroy the Program and Documentation together with all backup copies, modifications, printed or written materials, and merged portions in any form, or return the same to LEARNKEY at Your expense and within ten (10) working days of such termination. You further agree to provide written certification to LEARNKEY, within ten (10) working days of any termination, that you have fully complied with the requirements of this sub-paragraph. Notwithstanding the termination of this Agreement, for any reason, Your duties and obligations with respect to LEARNKEY's rights and/or the rights of its suppliers, agents, and contractors, as applicable, in the System, Program, and Documentation, as provided for herein, shall continue in effect.

5. Restrictions on Your Use. Your use of the System, Program, and Documentation shall, in all cases, be restricted as follows: (i) You shall use the System, Program, and Documentation only for Your computer systems certification training, and You shall take all reasonable steps to protect the System, Program, and Documentation from any copying and/or use; (ii) except for the initial loading of the System, Program and Documentation, or for archival purposes as provided for elsewhere herein, You shall not, without LEARNKEY's prior express written consent (a) reproduce or otherwise copy, or cause or permit the reproduction or copying of, the System, Program, or Documentation in any way, shape or form, or (b) modify the System, Program, or Documentation, and/or merge them with any other software; (iii) at no time shall the Program or Documentation reside on, or be used in conjunction with, any system or device capable of permitting or facilitating remote display, remote viewing, and/or remote use, of the System, Program or Documentation; (iv) in no event shall You make, or attempt to or permit the making of, any improvements, modifications, or amendments to the System, Program, and/or Documentation; (v) You may not disassemble the Program or Documentation into smaller parts or learning objects, and You may not copy the System, Program or Documentation to any media, disk drive, network server, CD-Rom, or other machine-readable media, for distribution. Notwithstanding anything to the contrary herein, You shall not, nor shall You aid or permit any third party to, modify, reverse engineer, reproduce, decompile or disassemble the Program, or otherwise attempt to create the source code from the Program; (vi) You shall not modify, adapt, or create derivative works based on the System, Program, or Documentation; (vii) You shall not use, nor cause or permit to be used, the System, Program, or Documentation in any manner that infringes LEARNKEY's rights or the rights of any third party; (viii) You shall not distribute, nor cause or permit to be distributed, the System, Program, or Documentation, or derivatives thereof; and (viii) You shall not electronically transfer the System, Program, or Documentation through a local area network, wide area network, or any other computer network system, or through any computer subscriber system, bulletin-board system, or other system of comparable functionality.

6. Restrictions on Transfer. You shall not sell, rent, lease, sublicense, assign, transfer, network, reproduce, or timeshare the System, Program, Documentation, or Your rights, duties, or obligations under this Agreement, nor cause or permit any third party to do the same. Further, any such sublicense, assignment, or other transfer any of Your rights, duties, or obligations hereunder is void ab initio.

7. Inspection. LEARNKEY reserves the right, upon two (2) working days notice, to inspect your installation and use of the System, Program, and Documentation, in order to verify and confirm Your compliance with the terms of this Agreement. Such inspection shall occur during normal business hours and at LEARNKEY's expense.

8. Limited Warranty. The following warranty provisions shall apply: (i) LEARNKEY warrants that under normal use for a period of ninety (90) days from Your purchase of the Program and Documentation, the Program will execute its programming instructions when properly installed and maintained on a properly configured device, and LEARNKEY additionally warrants the Program to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to You, as evidenced by Your purchase receipt (the "Limited Warranty"). In the event the System, Program, and/or Documentation are defective, You shall assume the entire cost of any and all service, repair, or correction of any damage or injury arising from such defects; (ii) The Limited Warranty is the only warranty of any kind given under the terms of this Agreement. No oral or written information or advice given by LEARNKEY, its agents, employees, or contractors shall create a warranty or in any way increase the scope of the Limited Warranty, and You may not rely on any such information or advice. You further agree that such Limited Warranty is the complete and exclusive statement of agreement between You and LEARNKEY and supersedes any other agreements, oral or written, and any other communications between You and LEARNKEY relating to the subject matter of the Limited Warranty; (iii) EXCEPT AS PROVIDED HEREIN, THE SYSTEM, PROGRAM, AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iv) LEARNKEY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION REGARDING THE USE, OR THE RESULTS OF USE, OF THE SYSTEM, PROGRAM, OR DOCUMENTATION IN TERMS OF VALIDITY, ACCURACY, COMPLETENESS, RELIABILITY OR OTHERWISE, NOR DOES LEARNKEY WARRANT, GUARANTEE, OR REPRESENT THAT THE FUNCTIONS CONTAINED IN THE SYSTEM, PROGRAM, OR DOCUMENTATION WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE. ACCORDINGLY, THE ENTIRE RISK OF THE RESULTS, OPERATION, AND PERFORMANCE OF THE SYSTEM, PROGRAM, AND DOCUMENTATION IS ASSUMED BY YOU, AND NEITHER LEARNKEY, NOR ITS AGENTS, EMPLOYEES, OR CONTRACTORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE SUCH SYSTEM, PROGRAM, AND/OR DOCUMENTATION, EVEN IF LEARNKEY HAS BEEN ADVISED OF THE POSSIBILITY OR PRIOR OCCURRENCE OF SUCH DAMAGES; and (v) Some states do not allow the exclusion of implied warranties or the limitations or exclusion of liability for incidental or consequential damages, so the above exclusion may not apply to You. The Limited Warranty gives You specific legal rights, and You may also have other rights that vary from state to state.

9. Remedies. LEARNKEY's entire liability, and Your exclusive remedy, shall be the replacement of any media not complying with the Limited Warranty and that is returned to LEARNKEY with a copy of Your purchase receipt, and if LEARNKEY is unable to deliver a replacement copy of any such media that is free of defects in materials or workmanship, You may terminate this Agreement by returning the Program and Documentation for a full refund of the purchase price.

10. Questions. All questions concerning this Agreement may be directed to LEARNKEY at:

LEARNKEY, Inc.
Attn: License Dept.
1845 W. Sunset Blvd., St. George, UT 84770

11. Jurisdiction and Disputes. This Agreement shall be governed by the laws of the State of Utah. All disputes concerning this Agreement shall be resolved in the applicable state or federal courts of the State of Utah. The Parties hereto consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

12. Integration. This Agreement and the accompanying Shrinkwrap License collectively constitute the entire understanding of the Parties hereto with regard to the matters contemplated hereby, and is

intended as a final expression of Parties' Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith. If, for any reason, any provision of this Agreement is found to be unenforceable, such provision shall be deemed to prohibit such activity to the extent it is found to be enforceable and other provisions of this Agreement shall be unaffected to the extent permitted by law.