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13.2. To help resolve any issues between us promptly and directly, You and We agree to begin any arbitration within one year after a Dispute arises; otherwise, the claim is waived. You and We also agree to arbitrate in each of Our individual capacities only, not as a representative or member of a class, and each of us expressly waives any right to file a class action or seek relief on a class basis with any court, tribunal, or other judicial or quasi-judicial body. We and You agree that the arbitrator's decision will be final, binding and may be entered as a judgment in any court of competent jurisdiction.

13.3. If You are domiciled inside the EEA or Switzerland, then (a) this BULA shall be governed by and construed in accordance with the laws of Switzerland; (b) any Dispute shall be settled

through binding arbitration under the Rules of the International Chamber of Commerce ("**ICC Rules**") by one or more arbitrators; and (c) any arbitration hearings will be held in Zurich, Switzerland.

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You understand and acknowledge that We may, through a reporting function in the Software, remotely monitor the operation and usage of the Software for Our technical, operational and legal purposes, including for verifying compliance with the terms of this BULA ("**Verification**"). You agree to facilitate such Verification including taking all actions to ensure that any firewall ports (as applicable) are open, and to notify Us if there are any operational issues that could prevent the Verification. You warrant that You have obtained all necessary consents and licenses for such Verification, including any and all consents and licenses for the use of data and information related to Your or the Users' use of the Software.

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28. ENTIRE AGREEMENT

Except for any separate agreement which We enter with You for Support Services, this BULA is the entire agreement between You and Us and supersedes any other communications or advertisements with respect to the Software and Documentation. The Software, or any feature or part thereof, may not be available in all languages or in all countries. If We have

provided You with a translation of the English language version of this BULA, You agree that such translation is provided for Your convenience only and that the English language version, not the translation, of this BULA will be legally binding on You. The English language version of this BULA and not its translation(s) will govern in the event of a conflict between the English language version and a translation.

29. SEVERABILITY

If any term or provision of the BULA is invalid, illegal or unenforceable in any jurisdiction: (a) the validity, legality and enforceability of the remaining provisions shall remain in full force and effect; (b) such invalidity, illegality or unenforceability shall not extend to any other jurisdiction; and (c) such invalidity, illegality or unenforceability shall not affect any other term or provision of the BULA or invalidate or render unenforceable such term or provision in any other jurisdiction.

30. HEADINGS

Headings under the BULA are intended only for convenience and shall not affect the interpretation of the BULA.

31. WAIVER AND AMENDMENT/MODIFICATION

No failure of either party to exercise or enforce any of its rights under this BULA will act as a waiver of those rights. This BULA may be only modified in accordance with the section titled "**Changes**".

32. ASSIGNMENT AND TRANSFER

32.1. We may assign this BULA in whole or in part. In the event of a merger, acquisition, sale or corporate transaction involving Us or Our affiliates or subsidiaries, Your continued use of the Software signifies Your agreement to be bound by the agreements and policies of the subsequent owner, if any. You may not assign any Subscription License, or any Perpetual License (except as set out under this Section) at any time. Subject to the restrictions in this Section, You may assign only fully-paid Perpetual Licenses for which You have acquired additional paid Support Services beyond the free support set forth in this BULA, and such assignment is made in connection with the transfer of hardware or employees to whom licensed copies of the Software have been assigned as part of (a) Your sale, merger, reorganization or privatization; or (b) a consolidation involving You. Upon such transfer, You must immediately uninstall the Software from all devices under Your control or possession and discontinue using the transferred licensed copies. You must notify Us of a transfer of a Perpetual License prior to such transfer by completing and sending Us a license transfer form, which can be obtained directly from Us. No transfer of any license will be valid unless the transferee agrees in writing to be bound by the terms of this BULA with respect to the Software for which the licenses are being transferred. You must provide Us proof of the

transferee's written agreement for Our records along with the transfer notice form prior to any transfer.

32.2. If You obtained Your Perpetual License to the Software in a Member State of the European Union or the European Economic Area, and Your place of business is in a Member State of the European Union or the European Economic Area, then the limitations in this section pertaining to the transfer of such a Perpetual Software License shall not apply to You. In such a case, You may sell or resell the original copy of the Software in Your possession or under Your control subject to the following conditions:

- a. The Software was lawfully placed on the market within the EEA by Us or with Our consent.
- b. If You resell Your Perpetual License and transfer the original copy of the Software to the new buyer, You must destroy and make each individual copy of the Software You ever had useless.
- c. You must provide the new buyer with the information necessary to determine the extent of proper use.

32.3. Should You not be the lawful first buyer of the Perpetual License for the Software, You are only entitled to use the Software if You lawfully acquired the original copy in accordance with this BULA. As a lawful subsequent buyer of a Perpetual License, Your rights to use the Software are at all times defined and restricted by the terms and conditions of this BULA.

32.4. Any transfer not made in compliance with this section will be void.

33. COMPATIBILITY

Some Software versions may not be compatible with various computer operating systems and We may not release Updates establishing compatibility. The Software may not be compatible with computer operating systems that You may purchase now or in the future. You understand that Software may be incorporated into, and may incorporate itself into, software and other technology owned and controlled by third parties. This BULA remains effective with such incorporation. All third-party software or technology that may be distributed together with the Software as bundled third-party software may be subject to You explicitly accepting a license agreement with that third party.

34. EVALUATION SOFTWARE

If the Software is identified as a demonstration, evaluation or trial version in the applicable Documentation, such Software is provided "as-is" and You may install and access the Software only for the purpose of evaluation and/or demonstration. Unless We have authorized You to do so, You may not use Our Software for competitive analysis or commercial, professional, or other for-profit purposes. You understand that at the end of the evaluation period, You must either stop using the Software or pay for a license to continue

using it. If You fail to pay, then upon expiration of the evaluation period, You will no longer be authorized to use the Software and You must immediately discontinue use of the Software and delete and destroy all electronic copies of the Software including but not limited to all user Documentation that may have been provided as part of the evaluation, from Your computer and any other computer devices on which You have installed the Software. Any attempt to circumvent any expiration date technology is in violation of this BULA and will automatically and immediately terminate Your license to use the Software.

35. FORCE MAJEURE

We shall not be liable for any failure to perform Our obligations if such failure is a result of an event outside Our reasonable control. In such case We will use reasonable efforts to mitigate the effect of any such event. If such event continues for more than one (1) calendar month, either party may terminate this BULA with respect to services not yet performed or products not yet provided upon written notice. Upon such termination, You must immediately pay Us any outstanding amounts owed.

36. THIRD PARTY BENEFICIARY

Our affiliates and licensors shall be a direct and intended third party beneficiary of this BULA.

37. AUDIT & COMPLIANCE

37.1. You must keep records relating to all use, installation, and deployment of Software throughout Your organization and/or through a Virtualization Environment (as defined in the relevant Software Specific Terms). We have the right, at Our expense, to audit these records to verify Your compliance with this BULA and the scope of license granted to You under the Specific Terms. This audit may be conducted at any time during the terms of Your Subscription Licenses and for two years thereafter and/or the terms of Your Perpetual Licenses and for two years following any termination, but shall not be conducted more than once annually unless an audit reveals unlicensed use. In such case, We may conduct verification as frequently as quarterly for the subsequent annual period.

37.2. Our audit and verification process will require You to provide, within thirty (30) days of Our request, (a) information on all Software installed or deployed by or at Your direction; (b) all valid purchase documentation for all licensed copies of the Software; and (c) any other information as We may reasonably request. Any verification may include an onsite audit conducted at Your relevant places of business upon thirty (30) days' prior notice, during regular business hours, which will not unduly interfere with Your business activities. Any information collected in the audit will be used solely for the purposes of determining compliance.

37.3. If the audit and verification shows that You are deploying, installing, or using the Software: (a) beyond the quantity that was licensed; or (b) in any way not permitted under this BULA, so that additional fees apply, You must pay the additional license fees, any

applicable maintenance fees, interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is less, and all expenses of recovery, within thirty (30) days after the invoice date. By exercising the rights and procedures described in this section, We do not waive Our rights to enforce this BULA or to protect Our intellectual property by any other means permitted by law.

37.4. Our audit and collection of any data and information with respect to Your use, installation, and deployment of Software throughout Your organization shall be subject to the privacy terms specified in Our Privacy Policy. The audit rights set out under this section shall survive for two (2) years past the expiry or termination of the applicable license.

38. PRICING, PAYMENT & RENEWAL

Our fees for licensing the Software directly from Us in accordance with this BULA and for purchasing any Support Services are available on Our Website and are subject to change at any time or maybe communicated to You by Us or our channel partner ("**Fees**"). Unless You have purchased a license or Support Services through one of Our channel partners, We or Our payments collection agent will charge the Fees to Your payment method and send You a receipt to Your email address. We or our channel partner will also share with You a license certificate that specifies the type of license(s)(Subscription or Perpetual) You have purchased in accordance with Your submitted order, what versions and editions of the Software are being licensed, the term of Your license(s), the number of permitted Users and/or devices on which or from which the Software may be deployed or used, the type of support service and term of such service (if any), the Fees charged, taxes applicable, the license key(s) (depending on which Software You are licensing) to activate the Software, and any other terms specific to the Software in question ("**License Certificate**"). Without prejudice to mandatory law all amounts payable under this BULA are non-refundable and without set-off or counterclaim. Unless any Software Specific Terms provide for automatic renewals of Subscription Licenses or Support Services, We or Our payments collection agent may send You one or more renewal reminders to renew Your Subscription License(s) or the term of Your Support Services before the expiry of its/their term ("**Expiry**").

39. TAXES

All Fees are exclusive of any taxes, levies, or duties. You are wholly responsible for any taxes that may arise out of the BULA or Your purchase or use of the Software or any Support Services. If You are required to pay or withhold any tax in respect of any fees due to Us, you shall gross up payments actually made so that We will receive amounts due in full free of any deduction for such tax. To the extent necessary, You shall first coordinate with Us such that a reduced rate under the applicable income tax treaty may be achieved in advance of any payment made to Us. Where so required, You shall also promptly deliver to Us receipts issued by the appropriate government authority and cooperate with Us as other details may be required in connection with Us obtaining a credit in Our home country for such withholding taxes. Notwithstanding the foregoing, sales tax, goods and services tax (GST) or

value-added tax (VAT) may be charged in accordance with applicable laws and regulations. You confirm that We can rely on the "bill to" name and address You have provided at the time of ordering or paying for the Software license and/or Support Services ("**Bill to Name and Address**") as being the place of supply for sales and income tax purposes. Where We are making a supply of services under Article 44 of VAT Directive 2006/112/EC, You confirm that We can rely on the Bill to Name and Address You provided to Us as being the place of supply for VAT purposes. You shall reimburse Us for the amount of any such taxes or duties which We have paid or incurred directly as a result of Our transactions with You, and You agree that We may charge any such reimbursable taxes to any payment method You have used to pay the associated Fees.

40. EXPIRY, RESALE AND TERMINATION OF LICENSES

40.1. In addition to any other termination provisions set forth herein, You will lose all rights to the Software under this BULA if You: (a) have a Subscription License and have failed to renew Your Subscription License(s) on Expiry; or (b) assign the fully paid Perpetual Licenses in accordance with the above Assignment and Transfer provision ("**Transfer**") and have no other Subscription License(s) or Perpetual Licenses. You may also lose all rights to the Software under a Perpetual License in accordance with BULA if We offer and You accept to convert Your Perpetual License to a Subscription License ("**Transition**"). Upon such Transition, You must de-install and destroy all copies of the Software You obtained under Your Perpetual Licenses and certify in writing to Us that You have done so.

40.2. We also reserve the right to terminate Your license(s) to the Software with immediate effect upon written notice to You ("**Termination**") if You breach this BULA and such breach: (a) is a material breach; (b) is incapable of being remedied; or (c) is capable of being remedied but remains unremedied for thirty (30) days after Your receipt of written notice of breach from Us.

40.3. Upon Expiry, Transfer or Termination, You must promptly: (a) uninstall, discontinue using and destroy all copies of the Software in Your possession or under Your control; (b) return or destroy all documents, license keys and other materials received from Us comprising, bearing, or containing any Confidential Information; and (c) certify to us in writing that You have performed Your obligations under (a) and (b) above. Except as otherwise stated herein, provisions of this BULA which by their nature should reasonably survive will survive Expiry, Transfer or Termination.

41. INDEPENDENT PARTIES

This BULA shall not create any agency, partnership, joint venture, franchise, or any other form of legal association. Neither party shall have any right, power or authority to assume, create or incur any expenses, liability or obligation, express or implied, on behalf of the other.

42. REMEDIES

Without waiving any remedy under this BULA, We may seek interim or provisional equitable relief and specific performance from any court of competent jurisdiction if such action is necessary to avoid irreparable harm, preserve the status quo, or preserve and protect the subject matter of the Dispute. Our remedies under this BULA are cumulative.

PART II: SPECIFIC TERMS

A. SOFTWARE SPECIFIC TERMS FOR:

- CorelDRAW Graphic Suite/ CorelDRAW Standard/ CorelDRAW Technical Suite
- Painter/ PaintShop Pro/ ParticleShop/ AfterShot Pro
- Photo Video Bundle
- WordPerfect Office Standard/Professional
- CorelDRAW.APP
- Corel PDF Fusion
- VideoStudio
- WinDVD
- Roxio Creator Palladium/ Roxio Creator/ Roxio Toast

1. APPLICATION

The Specific Terms under this Section A apply to any version of the Software that We make available under the above brand names on any platform and/or any operating systems.

2. DEFINITIONS

For the purposes of the Specific Terms under this Section A of this BULA only, the following definitions apply:

2.1. "**License**" means a Perpetual License or Subscription License;

2.2. "**License Certificate**" means as defined in the General Terms of this BULA;

2.3. "**Managed Device**" means any physical or virtual device that is under Your control or possession that is capable of running the Software and on which You directly control one or more operating system environments;

2.4. "**Per Managed Device**" means that each licensed copy of the Software may be installed on or accessed from a single Managed Device;

2.5. "**User Credentials**" means the access and use privileges which You create for the Users to access and use the Software and Documentation in accordance with this BULA and which may include personal data; and

2.6. "**Virtualization Environment**" means a hardware partition, blade, or terminal server within Your organization's internal network or virtual private network that is under Your control or possession that You use for establishing, maintaining and managing connections with and between Managed Devices, or, any remote or cloud server (third-party owned or otherwise) with a secure dedicated physical or virtual space that the Managed Devices connect to.

3. LICENSE RIGHTS

3.1. Subject to Your acceptance of and compliance with the terms of this BULA and payment of the applicable fees for each License according to the License Metrics as specified in the License Certificate, We hereby grant You a limited, non-exclusive, non-sublicensable, non-transferable (except as set forth under the General Terms), revocable right to use the Software on Supported Environments as described in the Documentation for the term of Your Perpetual License or Subscription License in accordance with the General and Specific Terms of this BULA.

3.2. For the purposes of the foregoing grant, "**Supported Environments**" mean the environments supported by Us for the Software, currently set forth in the Documentation accompanying the Software and/or as further set out in the product section for each Software listed under this Section A on the following site <https://www.corel.com/en/> or any successor site.

3.3. Under the foregoing grant, You receive a usage right (license) to the Software, but you do not own the Software itself. The Software may include digital images, stock photographs, clip art, fonts, sounds or other works protected by copyright ("**Stock Files**"). The responsibilities and restrictions relating to the Software apply equally to the Stock Files. We reserve all rights not expressly granted to You in this BULA.

4. LICENSING METRICS

If You are purchasing a License from Us or Our authorized reseller then Your License Certificate will specify the number of permitted Licenses and Managed Devices applicable to Your use of the Software under the Specific Terms of this BULA. The Fees chargeable for the Licenses will be on a Per Managed Device basis.

5. VIRTUALIZATION ENVIRONMENT [NOT APPLICABLE TO MOTION STUDIO 3D/ WINDVD / ROXIO CREATOR/ ROXIO TOAST/ ROXIO SECURE BURN]

5.1. Subject to the conditions set out under this section You may install the Software on a Virtualization Environment to run, use or access the Software and to allow Users to remotely access and use the Software by means of Your organization's Managed Devices. Your right to install the Software in the foregoing manner is also subject to the Software's ability to inter operate and function with/on the desired Virtualization Environment.

5.2. Use of the Software by Users via such Virtualization Environment is permitted only up to the maximum number of Licenses which You have purchased. You must acquire and dedicate one (1) Subscription License for each Managed Device that is using, running, or accessing the Software through a Virtualization Environment, and one (1) Subscription License for each Managed Device on which the Software is installed. If You have only acquired Perpetual Licenses from Us but wish to use, run or access the Software from a Virtualization Environment, You must first purchase from Us the Support Services, as further set out below under Maintenance & Support, for all Your Perpetual Licenses. Upon such purchase, You must also dedicate one (1) Perpetual License for each Managed Device that is using, running, or accessing the Software through a Virtualization Environment, and one (1) Perpetual License for each Managed Device which the Software is installed on.

5.3. Installation on a Virtualization Environment is not permitted in any of the Restricted Jurisdictions (as defined below). Any use of the Software from a Virtualization Environment for which the Software was not designed is entirely at Your own risk and We and Our licensors shall in no way be responsible or liable for any such use or any damage arising therefrom. It is Your responsibility to review the Documentation and any other communications from Us and verify the Software's suitability for the Virtualization Environment that You are using.

6. NAMED USER

6.1. A User must use their User Credentials which You have assigned to them to access, run and use the Software and Documentation through a Virtualization Environment. You are responsible at all times for creating, maintaining and protecting the User Credentials and any devices Users use through a Virtualization Environment from all unauthorized use.

6.2. You shall also be solely responsible for creating backup files of all data accessed by or used through a Virtualization Environment and You further agree that We are not liable for any damages relating to lost, corrupted, or damaged data.

6.3. You shall ensure that no User may access, run and/or use the Software from or on two or more Managed Devices simultaneously at any given time. Should You or any of Your Users access, run or use Software on two or more Managed Devices simultaneously, the Software may disable the access from all Managed Devices.

6.4. You shall not allow any User Credential to be used by or assigned to more than one individual User. You may reassign a User Credential in its entirety to another individual User, in which case the prior User shall no longer have any right to access or use the Software and/or Documentation. If You have purchased multiple Licenses for use by You and/or Your Users, You may without prejudice to mandatory local copyright law reassign a User Credential under a License from one User to another User, only if

- a. the original User's relationship with You has been terminated; or

- b. the original User' s relationship with You has been transferred to a non-licensed department within Your legal entity.

6.5. We can suspend Your and Your Users' access to the Software and Documentation if, in Our sole discretion, We believe that (a) there is risk to the security or privacy of any account (or to the security or privacy of another customer's account); (b) there is a threat to the security or integrity of Our network or the Software; or (c) such a suspension is needed to protect the rights, property, or safety of Us, Our users, or the public, or is required by law.

7. ACADEMIC VERSION

7.1. If You have a license to use a version of the Software that is labelled as an academic, home and student, student and teacher or education edition in the accompanying Documentation in the packaging and/or in the purchase or download page of the Website as available in the jurisdiction where You are located ("**Academic Version**") and You are a Business Customer that is a Qualified Institute, You may install and download the Academic Version in accordance with the license metrics specified in Your License Certificate. A "**Qualified Institute**" means a public or private accredited organization located at a single address whose primary purpose is to provide educational instruction, including services which are rendered in conjunction with such purpose and which is designated by Us as a Qualified Institute. The institution must be a preschool, primary school, secondary school, vocational school, correspondence school, junior college, college, higher education college, polytechnic, university or scientific or technical institute accredited by associations recognized by their relevant ministry or department of education. Qualified Institute includes institutions which are either supervisory or organizations of any entity meeting the qualifications set out above, such as, departments of education, boards of education, local education authorities, ministries of education, and school district administrative officials, or hospitals which are wholly owned or affiliated to an educational institution. Contact Us via Our Academic Software web page (www.corel.com/education/) or Your local reseller to determine whether You are a Qualified Institute and to learn more about Our academic programs and products. If a question arises as to whether You are a Qualified Institute, Our determination shall prevail.

7.2. A Site License might be available to a Qualified Institute for an Academic Version in the jurisdiction where the Qualified Institute is located. By "**Site License**" We mean a Subscription License that entitles You to allow an unspecified number of Academic Users to access and use the Software through Your Virtualization Environment, on and from multiple devices at different instances of time and from any location. Under a Site License You may also allow each Academic User to install a copy of the Academic Version on no more than one device provided that such installation does not occur in any of the Restricted Jurisdictions. You shall ensure that no Academic User may access, run and/or use the Software from or on two or more devices simultaneously at any given time. Should You or any of Your Academic Users access, run or use Software on two or more devices

simultaneously, the Software may disable the access from all devices. For the purposes of the foregoing provisions an "**Academic User**" means a User who is a student who is enrolled with the Qualified Institute or a staff member, faculty member, instructor, teacher, director, who is under employment, supervision or direction of the Qualified Institute.

7.3. Academic Versions of the Software may not be used for commercial or other for-profit purposes. You are not entitled to use an Academic Version of the Software unless Your Users are faculty, staff member or degree, diploma, or certificate-seeking students and You are a Business Customer that is a Qualified Institute. An Academic Version may include work products and other data which may contain certain notices and limitations that make the data unusable outside the educational use area ("**Work Product**"). If You or any Users combine or link data which You or any of Your Users create with Academic Versions of the Software with any Work Product, then that data may also be affected by these notices and limitations. Fees for a Site License may vary according to jurisdiction and may be chargeable on the basis of different bands of numbers of Academic Users or number of full-time employees of a Qualified Institute.

8. ADDITIONAL TERMS APPLICABLE TO SOFTWARE PURCHASED OUTSIDE OF THE EUROPEAN ECONOMIC AREA

8.1. If You are located in a state outside the EEA and You want to purchase a license to use the Software, You must lawfully acquire the Software from Our authorized resellers or from Our authorized store, eStore, or website located in the country where You want to use the Software. Otherwise, You do not have the right to use the Software.

8.2. If You are located in Cambodia, China, India, Indonesia, Hong Kong, South Korea, Malaysia, the Philippines, Singapore, Taiwan, Thailand, or Vietnam, ("Restricted Jurisdictions"), You may only purchase the Software from Our authorized store, eStore, or a website that is listed on Our then current list of authorized resellers, which can be found here:

India - https://www.corelindia.co.in/channel-partners_corel/

China - <https://www.coreldraw.com/cn/resellers/>

All others - <https://www.corel.com/en/partner-locator/>

9. MAINTENANCE & SUPPORT

If You purchase a Perpetual License, then, You must additionally purchase maintenance and support services from Us or from Our authorized channel partners, for a fixed term ("**Maintenance Services**"). You will have the option to renew the fixed term for an equal or longer term to continue receiving Maintenance Services for Your Perpetual License. Such Maintenance Services are solely available under Our maintenance program "CorelSure", the

current terms and conditions of which are available here:

<https://www.corel.com/en/corelsure-maintenance-terms-and-conditions/> or at any successor site and are hereby incorporated by such reference ("**CorelSure Terms**"). If You purchase one or more Subscription Licenses for the Software, then: (a) such purchase will automatically include Maintenance Services which You will receive from Us in accordance with the CorelSure Terms, and, (b) You do not need to separately purchase such services. For the purposes of this Section A and the foregoing maintenance and support provision, the reference to "Support Agreement" and "Support Services" under the General Terms of this BULA shall mean the CorelSure Terms and the Maintenance Services respectively.

10. SUNSETTED SOFTWARE

We may sunset / discontinue any Software listed under this Section A ("**Sunsetted Software**"), in part or in whole, by providing written notice. If You prepaid a fee for a Subscription License or Maintenance Services for Software that We sunset before the expiration of Your then-current Subscription License or term of Maintenance Services, We will use commercially reasonable efforts to transition You to substantially similar Software. Notwithstanding anything to the contrary in the CorelSure Terms, no Subscription Licenses or Maintenance Services for the Sunsetting Software will be renewed. If You have purchased a Perpetual License for the Sunsetting Software, then subject to the terms of this BULA, You may continue to use the then-current version of that Sunsetting Software indefinitely. For a Perpetual License, notwithstanding anything to the contrary in the General Terms of this BULA, We will be under no obligation to provide any support services after the date of sunsetting the Software.

11. ADDITIONAL TERMS APPLICABLE TO USERS OF CLIPART, STOCK PHOTO IMAGES, VIDEO CONTENT, AUDIO CLIPS, FONTS AND SAMPLE CONTENT

Our Software may contain or provide access to clipart, photo images, video content, audio clips (collectively referred to as the "**Images or Clips**"), software data files that render typeface designs when used in conjunction with appropriate hardware and software (for example only, without limitation, .ttf or .otf files) referred to as "**Font Software**", and the graphic rendering generated by the Font Software (referred to as "**Font Output**") and sample content such as forms, templates, "tubes", "creatures" or similar items (collectively referred to as the "**Sample Content**") that are owned by Us, open source technology, and/or licensed from a third-party. Except as required in the paragraph below or as specified with the content, as a user of Our Software You are free to use, modify and publish the Images or Clips, Font Output or Sample Content as follows: You may (i) incorporate any Images or Clips, Font Output or Sample Content into Your own original work and publish, display and distribute Your work in any media and (ii) make one (1) copy of the Images or Clips, Font Software, or Sample Content for backup or archival purposes. YOU MAY NOT (i) resell, sublicense or otherwise make available the Images or Clips, or Font Software for use or distribution separately or detached from a product or web page (for example, the Images or

Clips or Font Output may be used by You as part of a web page design, but not be made available for downloading separately (use of the Font Software as a web font, utilizing the CSS3@font-face specification or similar is specifically prohibited) or in a format designed or intended for permanent storage or re-use by others); (ii) provide the Images or Clips or Font Software to third parties or permit the use of the Images or Clips or Font Software or Font Output by third parties separately or as part of any other product, provided, however, that third parties may be provided with copies of the Images or Clips or Font Output (including in digital files) as part of a work product; (iii) use the Images or Clips, Font Software, Font Output, or Sample Content for any other purpose which is prohibited by law; (iv) use any of the Images or Clips which contain identifiable individuals or entities for any commercial purpose including, without limitation, in a manner which suggests their association with or endorsement of any product or service; (v) rent, lease, sublicense or lend the Images or Clips or Font Software or Font Output, or any copies thereof, to another person or legal entity; (vi) modify the Font Software in any way; or (vii) use any Images or Clips, Font Software or Font Output or Sample Content except as expressly permitted by this BULA.

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12. ADDITIONAL TERMS APPLICABLE TO USERS OF WINDVD, ROXIO CREATOR AND VIDEOSTUDIO

You acknowledge that use of the Software in any manner that complies with the MPEG-2 or MPEG-4 standard is expressly prohibited without a license under applicable patents in the MPEG-2 patent portfolio or MPEG-4 patent portfolio, as applicable, which license is available from MPEG LA, L.L.C. (<https://www.mpegla.com/main/default.aspx>), 6312 S. Fiddlers Green Circle, Suite 400E, Greenwood Village, Colorado, 80111, USA. You acknowledge that the software may be licensed under the VC-1 patent portfolio license for internal business use to (1) encode video in compliance with the VC-1 standard ("**VC-1 video**") and/or (2) decode VC-1 video that was encoded by a consumer engaged in a personal and non-commercial activity and/or by a business user for internal business activity and/or was obtained from a video provider licensed to provide VC-1 video. No license is granted or shall be implied for any other use. Additional information may be obtained from MPEG LA, L.L.C.

(<https://www.mpegla.com/main/default.aspx>). You acknowledge that the software may be licensed under the AVC patent portfolio license for internal business use to (a) encode video in compliance with the AVC standard ("**AVC video**") and/or (b) decode AVC video that was encoded by a consumer engaged in a personal and non-commercial activity and/or by a business user for internal business activity and/or was obtained from a video provider licensed to provide AVC video. No license is granted or shall be implied for any other use. Additional information may be obtained from MPEG LA, L.L.C.

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to distribute MP3-encoded or MP3PRO-encoded data in revenue-generating broadcast systems, streaming applications, other content distribution systems, or on physical media. An independent license for such use is required. Additional information may be obtained from the MP3 licensing website (<http://mp3licensing.com>). If You have purchased the Software as a retail standalone product, Corel has paid the royalties for the above licenses.

13. ADDITIONAL TERMS APPLICABLE TO ROXIO CREATOR

13.1. This Software MAY contain certain third-party materials and technology and the use of the Software is therefore subject to the following additional notices, limitations, requirements, restrictions, disclaimers and liability limitations:

- a. MP3 and MP3Pro Codecs. If the Software contains MP3 or MP3Pro codecs or technology, supply of the Software does not convey a license nor imply any right to distribute content created with the Software in revenue-generating broadcast systems (terrestrial, satellite, cable and/or other networks), streaming applications (via Internet, intranets, and/or other networks) other content distributions systems (pay-audio or audio-on demand applications and the like) or on physical media (compact discs, digital versatile discs, semiconductor chips, hard drives, memory cards and the like). An independent license for such use may be required. For details, please visit <http://mp3licensing.com>.
- b. Windows Media Format SDK. Content providers may be using the Microsoft digital rights management technology for Windows Media distributed with the Software ("**WM-DRM**") to protect the integrity of their content ("**Secure Content**") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of the Software and other third party applications may use WM-DRM to play Secure Content ("**WM-DRM Software**"). If the WM-DRM Software's security has been compromised, owners of Secure Content ("**Secure Content Owners**") may request that Microsoft revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever You download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto Your computer on behalf of Secure Content Owners. Secure Content Owners may also require You to upgrade some of the WM-DRM components distributed with the Software ("**WM-DRM Upgrades**") before accessing their content. When You attempt to play such content, WM-DRM Software built by Microsoft will notify You that a WM-DRM Upgrade is required and then ask for Your consent before the WM-DRM Upgrade is downloaded. Non-Microsoft WM-DRM Software may do the same. If You decline the upgrade, You will not be able to access content that requires the WM-DRM Upgrade; however, You will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the

Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, You will still be able to play Secure Content if You have a valid license for such content already stored on Your computer.

- c. MPEG-2. The Software may be licensed under the MPEG-2 patent portfolio license offered by MPEG LA. Any use of the Software other than consumer personal use in any manner that complies with the MPEG-2 Standard for encoding video information for packaged media is expressly prohibited without a license under applicable patents in the MPEG-2 Patent Portfolio, which license is available from MPEG LA, 250 Steele Street, Suite 300, Denver, Colorado 80206.
- d. MPEG-4. The Software may be licensed under the MPEG-4 patent portfolio license offered by MPEG LA. USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE BY A CONSUMER ENGAGING IN PERSONAL AND NON-COMMERCIAL ACTIVITIES.
- e. Use of Clipart, Photo Objects and Photographic Images. You may, subject to the restrictions set out below, incorporate any clipart and photo images licensed from third parties (the "**Images**") into Your own original work and publish, display and distribute Your work in any media. You may not, however, resell, sublicense or otherwise make available the Images for use or distribution separately or detached from a product or web page. For example, the Images may be used as part of a web page design, but may not be made available for downloading separately or in a format designed or intended for permanent storage or reuse by others. Similarly, clients may be provided with copies of the Images (including digital files) as an integral part of a work product, but may not be provided with the Images or permitted to use the Images separately or as part of any other product. You may also, subject to the restrictions set out below make one (1) copy of the Images for backup or archival purposes. You may not create obscene, defamatory or otherwise illegal works using the Images nor use the Images for any other purpose which is prohibited by law. You may not use or permit the use of the Images or any part thereof as a trademark or service mark, or claim any proprietary rights of any sort in the Images or in any part thereof. You may not use the Images in electronic format, online or in multimedia applications unless the Images are incorporated for viewing purposes only and no permission is given to download or save the Images for any reason. You may not rent, lease, sublicense or lend the Images, or a copy thereof, to another person or legal entity. You may, however, transfer all Your license to use the Images to another person or legal entity, provided that (i) You transfer the Images and this license, including all copies (except copies incorporated into Your work product as permitted under this Agreement), to such person or entity, (ii) that You retain no copies, including copies stored on a computer or other storage device, and (iii) the

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- f. LAME MP3 Encoder. The Software may use the LAME MP3 Encoder Library under the GNU Lesser General Public License. If so, a copy of this license can be found in Your product install folder. Within three years of Your purchase of the Software, You may request a copy of the source code of the LAME MP3 Encoder Library by contacting Our customer support. You will be charged a fee for the cost of distribution of the code to You.
- g. Gracenote Database/Data. The Software may contain software from Gracenote, Inc. of Emeryville, California ("**Gracenote**"). The software from Gracenote (the "**Gracenote Client**") enables the Software to do online disc identification and obtain music-related information, including name, artist, track, and title information ("**Gracenote Data**") from online servers ("**Gracenote Servers**") and to perform other functions. You may use Gracenote Data only by means of the intended End-User functions of the Software.

13.2. You agree that You will use Gracenote Data, the Gracenote Client, and Gracenote Servers for Your own personal non-commercial use only. You agree not to assign, copy, transfer or transmit the Gracenote Client or any Gracenote Data to any third party. YOU AGREE NOT TO USE OR EXPLOIT GRACENOTE DATA, THE GRACENOTE CLIENT, OR GRACENOTE SERVERS, EXCEPT AS EXPRESSLY PERMITTED HEREIN.

13.3. You agree that Your non-exclusive license to use the Gracenote Data, the Gracenote Client, and Gracenote Servers will terminate if You violate these restrictions. If Your license terminates, You agree to cease any and all use of the Gracenote Data, the Gracenote Client, and Gracenote Servers. Gracenote reserves all rights in Gracenote Data, the Gracenote Client, and the Gracenote Servers, including all ownership rights. You agree that Gracenote, Inc. may enforce its rights under this Agreement against You directly in its own name.

13.4. The Gracenote Service uses a unique identifier to track queries for statistical purposes. The purpose of a randomly assigned numeric identifier is to allow the Gracenote service to count queries without knowing anything about who You are. For more information, see the web page for the Gracenote Privacy Policy for the Gracenote Service.

13.5. By using the Software, You agree that the Gracenote software may submit a waveform signature to Gracenote. A waveform signature is a distillation of the sound-wave information in the music itself and helps the Gracenote service to identify artist and title information for digital music files. A waveform signature does not contain any information about You or Your

computer, and computing the waveform signature should have no noticeable effect on the performance of Your computer. For more information, see the FAQ (Frequently Asked Questions) page, and the Privacy Policy for the Gracenote Service.

13.6. The Gracenote Client and each item of Gracenote Data are licensed to You "AS IS." Gracenote makes no representations or warranties, express or implied, regarding the accuracy of any Gracenote Data from in the Gracenote Servers. Gracenote reserves the right to delete Data from the Gracenote Servers or to change Data categories for any cause that Gracenote deems sufficient. No warranty is made that the Gracenote Client or Gracenote Servers are error-free or that functioning of Gracenote Client or Gracenote Servers will be uninterrupted. Gracenote is not obligated to provide You with any new enhanced or additional Data types or categories that Gracenote may choose to provide in the future and is free to discontinue its online service at any time.

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B. SOFTWARE SPECIFIC TERMS FOR MINDMANAGER

1. APPLICATION

The Specific Terms under this Section B apply to any version of the Software that We make available, under the brand name "MindManager" on any platform and/or any operating systems.

2. DEFINITIONS

Unless otherwise stated or the context otherwise requires, the following terms shall have the meanings ascribed to them below for the purposes of this Section B only. Any undefined capitalized terms which appear herein shall have the meanings ascribed to them in the General Terms.

2.1. "**Administrator**" means Your designated information technology officer with the technical expertise, know-how, abilities and responsibilities for installing, running and deploying the Software in accordance with the Documentation, creating and assigning User Credentials and controlling Users' use of the User Credentials and access to the Software and the SaaS Offering.

2.2. "**Alternative Licensing Model**" means any other grant of rights for installation and use including, but not limited to, an unrestricted site license, a site license with maximum user cap, or device license as set forth in a License Certificate.

2.3. "**Cloud Operating Features**" means Our virtualized pool of resources, functionalities, operating features, storage, databases, networking, software, analytics, and intelligence deliverable over the internet for its SaaS Offering, including but not limited to the following tools and applications, MindManager Publishing, MindManager Snap, MindManager Co-editing, MindManager Zapier Service, MindManager User Account Management, the MindManager Go Mobile App and MindManager for Teams.

2.4. "**Documentation**" means documentation that is generally provided to You by Us for the Software, as revised by Us from time to time, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software. You may use and copy, for reference purposes only, the Documentation accompanying the Software in connection with permitted uses of the Software.

2.5. "**License Certificate**" means as defined in the General Terms of the BULA.

2.6. "**License Term**" means a Subscription Term or Perpetual Term.

2.7. "**MindManager for Teams**" means the Software's interface with and availability on the cloud through the latest edition of the Microsoft Teams Application.

2.8. "**MindManager Go Mobile App**" means the Software's mobile smart phone and tablet application and functionalities which We make available via the cloud.

2.9. "**MSA**" means MindManager Software Assurance and Support, details of which are described at <https://www.mindmanager.com/msa-guide>.

2.10. "**MSA Terms and Conditions**" means the legal terms related to MSA services which are set forth at <https://www.mindmanager.com/msa-terms> or any successor site and are hereby incorporated by reference.

2.11. "**Perpetual License**" means (notwithstanding the definition of Perpetual License under the General Terms of this BULA), a license that allows You to use: (a) the Software Installations in accordance with the Specific Terms of this BULA and as specified in the License Certificate for the Perpetual Term; and/or (b) along with the purchase of MSA, the SaaS Offering in accordance with the Specific Terms of this BULA and as specified in the License Certificate, for the term of the MSA.

2.12. "**Perpetual Term**" means the default perpetual period for determining the License Term if You are purchasing a Perpetual License as set forth in the applicable License Certificate.

2.13. "**Product Upgrades, Product Updates, and Patches**" are defined in the Corel Product Releases and Maintenance Policy found at <https://www.mindmanager.com/en/support/product-releases-and-maintenance-policy>.

2.14. "**SaaS Offering**" means the access to and use of the Software and Documentation as hosted by Us and provided as a software-as-a-service offering via the cloud internet.

2.15. "**Subscription License**" means a license that allows You to use the Software Installations and/or SaaS Offering in accordance with the Specific Terms of this BULA and as specified in the License Certificate (notwithstanding the definition of Subscription License under the General Terms of this BULA) for the Subscription Term.

2.16. "**Software Installations**" means the (a) installation of the Software on desktop and laptop computers (including operating instances and servers), or (b) running of the Software from Our authorized online sources via browser enabled installations on desktop and laptop computers.

2.17. "**Subscription Term**" means the period of a Subscription License commencing upon Our delivery to You of the Software, unless a different commencement date is agreed and defined in the applicable License Certificate, and continuing until the expiration date set forth in the applicable License Certificate.

2.18. "**Supported Environment**" means the environments supported by Us for the Software set forth at <http://mindmanager.com/support/product-resources/system-regs>.

2.19. "**User Credentials**" means the access and use privileges which You or Your Administrator create for the Users to access and use the Documentation, the Software Installation and/or the SaaS Offering in accordance with this BULA and which may include any personal data.

2.20. "**Virtualization Environment**" means a hardware partition, blade, or terminal server within Your organization's internal network or virtual private network that is under Your control or possession that You use for establishing, maintaining and managing connections with and between any physical or virtual device that is under Your control or possession, or any remote or cloud server (third party owned or otherwise) with a secure dedicated physical or virtual space that such devices connect to.

3. LICENSE RIGHTS

Subject to Your payment of the applicable fees, We hereby grant you a limited, non-exclusive, non-sublicensable, non-transferable (except as set forth below and under the General Terms), revocable license to use the Software as described in the Documentation in a Supported Environment for the License Term in accordance with the General and Specific Terms of this BULA.

4. LICENSING METRICS/SCOPE

4.1. License Scope/Coverage. You may allow multiple Users to use Software Installations and/or the SaaS Offering under each license that You purchase. However, You may not exceed the number of Users and their User Credentials so specified in the License Certificate during the License Term.

4.2. Software Installations.

(a) Unless an Alternative Licensing Model exists, and subject to the conditions specified herein and as set out in the License Certificate, each license grants You during the License Term, the rights to:

- a. install the Software on multiple desktop and laptop computers (including operating instances and servers);
- b. run the Software from Our authorized online sources via browser enabled installations; and
- c. allow a specified number of Users to use the Software Installations.

(b) Any varying or additional terms set forth in a purchase order or other written notification or document issued by You shall have no effect over the License Certificate and this BULA which shall in all cases prevail unless We and You have agreed to and signed/executed such additional terms in writing.

(c) Except as set out in the following provision, You shall ensure that no User may use a Software Installation on two or more computers simultaneously at any given time. Should any of Your Users use their User Credentials to access a Software Installation on two or more computers simultaneously, the Software may automatically log the User(s) out of all Software Installations.

4.3. SaaS Offering.

(a) To be able to exercise a license of a SaaS Offering as set out herein You must have:

- a. purchased an MSA for Your Perpetual License or purchased specific Subscription Licenses for the SaaS Offering in Your License Certificate; and
- b. agreed to the Account & Services Terms and Conditions available at the following link <https://www.mindmanager.com/en/company/legal/> or any successor site ("**Account T&Cs**") and hereby incorporated herein by reference.

(b) To the extent that any of the provisions of this BULA are inconsistent or conflict with those of the Account T&C's, the Account T&C's shall govern and supersede the provisions of this BULA solely in respect of the SaaS Offering. To the extent that any provisions in the MSA conflict with the terms of this BULA, the terms of this BULA shall prevail.

(c) Subject to Your full and ongoing compliance with this BULA, the Account T&Cs, and the MSA (as applicable), each license grants You access to and use of the SaaS Offering solely for the number of Users as specified in the License Certificate and solely in accordance with the Documentation.

(d) Your purchase of a license for the SaaS Offering in accordance with this BULA allows You and Users to access and use the Cloud Operating Features of the Software. You agree to register a SaaS Offering account with Us in accordance with the specifications set out in the

License Certificate and those of the Supported Environment, and in compliance with the Account T&Cs to gain access to and use the SaaS Offering. Each User to whom You assign User Credentials shall be able to use the SaaS Offering and its Cloud Operating Features as further specified below.

(e) A User may use their assigned User Credential to access and use:

- a. the SaaS Offering through MindManager for Teams, the MindManager Go Mobile App on up to and no more than two smart phones and/or tablets and a Software Installation simultaneously;
- b. the MindManager Go Mobile App on up to and no more than two smart phones and/or tablets and a Software Installation simultaneously; and
- c. the MindManager Go Mobile App from no more than two smart phones and/or tablets simultaneously.

(f) You shall be solely responsible for creating backup files of all data accessed by or used through the SaaS Offering and You further agree that We are not liable for any damages relating to lost, corrupted, or damaged data.

(g) Your use of the SaaS Offering shall be subject to the following restrictions and limitations (in addition to and not in lieu of the additional restrictions and limitations set out under this BULA as applicable). You agree not to and shall ensure that Your Users do not:

- a. use the SaaS Offering in a way that violates any applicable laws or regulations;
- b. distribute viruses or other harmful or malicious computer code via the SaaS Offering;
- c. engage in any conduct that disrupts or impedes the SaaS Offering;
- d. engage in "screen scraping", "database scraping", "data mining", or any other activity with the purpose of obtaining lists of users or other information from the SaaS Offering or that uses web "bots" or similar data gathering or extraction methods; or
- e. use the SaaS Offering for purposes for which it is not designed/intended such as sending unsolicited advertisements (SPAM).

(h) We can suspend Your and Your Users' access to the SaaS Offering if, in Our sole discretion, We believe:

- a. there is risk to the security or privacy of Your account (or to the security or privacy of another customer's account);
- b. there is a threat to the security or integrity of Our network or the SaaS Offering; or
- c. that such a suspension is needed to protect the rights, property, or safety of Us, Our users, or the public or is required by law.

4.4. Named User License. You shall not, and shall ensure that Your Users shall not, allow or suffer any User Credential in respect of a Software Installation or SaaS Offering, to be used by or assigned to more than one individual User. You may reassign a User Credential in its entirety to another individual User, in which case the prior User shall no longer have any right to access or use the Software, SaaS Offering and/or Documentation. If You have purchased multiple User licenses for use by You or Your Users, You may without prejudice to mandatory local copyright law reassign a User Credential under a license from one User to another User, only if:

- a. the original User's relationship with You has been terminated; or
- b. the original User relationship with You has been transferred to a non-licensed department within Your legal entity.

4.5. License Term.

(a) Unless otherwise specified in a License Certificate:

- a. Your purchase of a Perpetual License allows You to use Software Installations for an indefinite Perpetual Term unless Your Perpetual License is terminated for any reason.
- b. The initial Subscription Term is one (1) year commencing from the date of Your purchase of the Subscription License and is automatically renewable as set forth herein.

(b) Where You notify Us that You do not wish to renew a Subscription License, You may continue using the Software until the end of the Subscription Term.

(c) After the termination of Your Perpetual License or termination or expiration of Your Subscription License, You must discontinue Your use of the Software Installations and/or SaaS Offering, remove and destroy the Software. We reserve the right to require certification of the removal and/or destruction of the Software.

4.6. Copies, Back-ups and Archives. You may copy the Software in machine-readable form solely for cold back-up or archival purposes only. You may copy and use images, clip art, animations, sounds, music, shapes, video clips and templates provided with the Software and identified for such use solely in maps that You create or amend.

4.7. Content. Your User Content must comply with applicable laws and conform to Our Content Standards at: <https://www.mindmanager.com/content-standards>, which are hereby incorporated by reference.

4.8. No Downgrade Rights. You may not use a version of the Software that is older than the version for which You purchased a license unless otherwise specified in the MSA or any other services agreement entered into between Us and You for the Software.

5. ACADEMIC VERSION

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6. AUTOMATIC RENEWALS

Subject to Section 13, a Subscription License will be automatically renewed annually for one (1) year Subscription Terms and You will be charged or invoiced unless You notify Us at least thirty (30) days prior to the renewal date that You do not wish to renew. We may modify fees for any renewed Subscription Terms upon posting thirty (30) days' prior written notice of such modification(s) on Our website <https://www.mindmanager.com> or any successor site, and/or by sending such notice to Your Email; provided that any increase in fees noticed during a Subscription Term shall not take effect until the beginning of the renewed Subscription Term. Payment must be made on time to avoid a lapse in the Subscription Term and any support services as set forth in Section 7 below.

7. PRODUCT UPGRADES, UPDATES & PATCHES

7.1. A Subscription License to the Software entitles You to receive free Product Upgrades and Product Updates. A Perpetual License to the Software entitles You to receive Patches free of charge, for the first twelve months of the Perpetual Term. A Perpetual License does not entitle You to receive any Product Upgrades or Product Updates free of charge. Except as otherwise provided at the time of download or provision by Us, any supplemental software code or related materials that We provide to You as part of any support services, paid or otherwise, are to be considered part of the Software and are subject to this BULA. We may use any technical information You provide to Us for any business purposes, without restriction, including for product support and development.

7.2. Any upgrade You accept to receive from Us and install, run or use in respect of an earlier version of the Software shall: (i) automatically cancel and terminate Your prior agreement through which You obtained a license for the earlier version of the Software from Us, and (ii) cause this BULA to replace and supersede such prior agreement for the Software version You upgraded from. Upon such upgrade, You may no longer use the earlier version of the Software unless otherwise specified in the MSA, License Certificate or any other services agreement entered into between Us and You for the Software. We reserve the right to require certification of the destruction and removal of such previous version.

8. DEPLOYMENT

8.1. Unless otherwise indicated in a signed agreement with Us or any other terms and conditions of Ours, You may deploy the Software within Your organization and to any of Your Affiliates (as defined below) provided that: (i) such deployment is made only within the

jurisdiction where You purchased the Software ("**Applicable Region**"); and (ii) the Affiliate at which the Software is deployed accepts and agrees to comply with all of the terms of this BULA.

8.2. Any attempt to deploy the Software in violation of this Section shall be void. An Affiliate, with respect to Your legal entity, shall mean another legal entity that controls, is controlled by, or is under common control with, Your legal entity. Control for this purpose shall mean 50% or greater voting power. In complying with Your obligations under this Section 8, You shall also comply with and adhere to the Software installation, usage restrictions and Users limitations set out under Section 4 at all times.

9. SOFTWARE INTEROPERABILITY AND SHARED CONTENT SECURITY

9.1. Interoperability with Our other software. The Software interoperates with other products and software which We provide. Your use of any such other products and software is subject to Our specific terms applicable to such product. Interoperability may require that You use the most current version of the Software and the other products with which it interoperates.

9.2. Shared Content Security. You acknowledge that sharing Content with the "Share" functionality in the Software is not intended as a secure means of content transfer. Using this functionality may make the shared content public in nature by granting access to the content hosted on Our servers to others, who, in turn, may grant access to the Content to other third-parties. By using this functionality within the Software, You assume the risk that the content so shared may be discovered by third-parties who You did not intend to view the content. The Software's "Share" functionality is not designed for use with materials that are confidential in nature.

10. THIRD-PARTY MATERIALS, SITES AND RESOURCES

10.1. Third-Party Resources. The Software may display, include or make available content, data, information, applications or materials provided by third parties ("**Third-Party Materials**") or provide links to, or contain features designed to interoperate with, third-party sites or resources (e.g. MapsForThat.com, Twitter, Linked In, Google and Evernote). By using the Software, You acknowledge and agree that We are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials, sites or resources or the availability of such sites or resources. We do not warrant or endorse and do not assume and will not have any liability or responsibility to You or any other person for any Third-Party Material, sites or resources, or for any other materials, products, or services of third parties. Third-Party Materials and links to and interoperability with other sites or resources are provided solely as a convenience to You. To use third-party sites or resources or features designed to interoperate with third-party sites or resources, You may be required to obtain access to such sites or resources from their providers, and Your use of such sites or

resources is subject to the terms and conditions of such sites or resources or their providers. If such provider ceases to make their external sites or resources available for interoperation with the corresponding features of the Software, We may cease providing such Software features without entitling You to any refund, credit or other compensation.

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11. VIRTUALIZATION ENVIRONMENT

11.1. Subject to the conditions set out under this section, a Subscription License and/or a Perpetual License with MSA allows You to install the Software on a Virtualization Environment to run, use or access the Software and to allow Users to remotely access and use the Software through such Virtualization Environment. The foregoing allowance is subject to the Software's ability to interoperate and function with/on the Virtualization Environment.

11.2. Use of the Software by Users via such Virtualization Environment is permitted only up to the maximum number of Users and User Credentials allowable under the licenses which You have purchased.

11.3. Installation on a Virtualization Environment is not permitted in Cambodia, China, India, Indonesia, Hong Kong, South Korea, Malaysia, the Philippines, Singapore, Taiwan, Thailand, or Vietnam. Any use of the Software from a Virtualization Environment for which the Software was not designed is entirely at Your own risk and We and Our licensors shall in no way be responsible or liable for any such use or any damage arising therefrom. It is Your responsibility to review the Documentation and any other communications from Us and verify the Software's suitability for the Virtualization Environment that You are using.

12. MAINTENANCE

You acknowledge and agree that We may be unable to provide support services for all Virtualized Environments. Any extended Support Services We provide (as defined in the General Terms of this BULA) for Subscription Licenses shall be as set out in and subject to the

MindManager Enterprise Program Terms ("**MME Terms**") as available at [Legal Info | MindManager](#) or any successor site. To receive such Support Services, You must acquire and dedicate one Subscription License for a minimum of five (5) Users in accordance with the MME Terms ("**MME Subscription License**"). Any MSA We provide for Perpetual Licenses shall be as set out in and subject to the MSA Terms and Conditions. To receive MSA, You must acquire and dedicate one Perpetual License for a minimum of five (5) Users in accordance with the MSA Terms and Conditions.

13. SUNSETTED SOFTWARE

We may sunset / discontinue any Software listed under this Section B ("**Sunsetted Software**"), in part or in whole, by providing written notice. If You prepaid a fee for an MME Subscription License or MSA for Software that We sunset before the expiration of Your then-current Subscription Term or term of MSA, We will use commercially reasonable efforts to transition You to substantially similar Software. Notwithstanding anything to the contrary in the MME Terms or MSA Terms and Conditions, no MME Subscription Licenses or MSA for the Sunsetting Software will be renewed. If You have only purchased a Subscription License or a Perpetual License for the Sunsetting Software, then subject to the terms of this BULA, You may continue to use the then-current version of that Sunsetting Software for the License Term. In such case, and notwithstanding anything to the contrary in the General Terms of this BULA, We will be under no obligation to provide any support services after the date of sunsetting the Software.

C. SOFTWARE SPECIFIC TERMS FOR:

WinZip Standard, WinZip Pro, and WinZip Enterprise (including Courier), WinZip Courier, WinZip Self Extractor, WinZip SafeMedia Enterprise

1. APPLICATION

The Specific Terms under this Section C apply to any version of the Software that We make available, under the above brand names on any platform and/or any operating systems.

2. DEFINED TERMS

For the purposes of the Specific Terms of this Section C only, the following definitions apply:

2.1. "**License**" means a Subscription License or a Perpetual License;

2.2. "**License Certificate**" means as defined in the General Terms of this BULA;

2.3. "**Managed Device**" means any physical or virtual device that is under Your control or possession that is capable of running the Software and on which You directly control one or more operating system environments;

2.4. "**Per Managed Device**" means that each licensed copy of the Software may be installed on or accessed from a single Managed Device;

2.5. "**User Credentials**" means the access and use privileges which You create for the Users to access and use the Software and Documentation in accordance with this BULA and which may include personal data; and

2.6. "**Virtualization Environment**" means a hardware partition, blade, or terminal server within Your organization's internal network or virtual private network that is under Your control or possession that You use for establishing, maintaining and managing connections with and between Managed Devices, or any remote or cloud server (third party owned or otherwise) with a secure dedicated physical or virtual space that the Managed Devices connect to.

3. LICENSE RIGHTS

3.1. Subject to Your acceptance of and compliance with the terms of this BULA and payment of the applicable fees for each License according to the License Metrics as specified in the License Certificate, We hereby grant you a limited, non-exclusive, non-sublicensable, non-transferable (except as set forth under the General Terms), revocable right to use the Software on Supported Environments as described in the Documentation for the term of Your Perpetual License or Subscription License in accordance with the General and Specific Terms of this BULA.

3.2. For the purposes of the foregoing grant, "**Supported Environments**" mean the environments supported by Us for the Software, currently set forth in the Documentation accompanying the Software and/or as further set out in the product section for each Software listed under this Section C on the following site <https://www.winzip.com/en/> or any successor site.

3.3. The Software may include digital images, stock photographs, clip art, fonts, sounds or other works protected by copyright ("**Stock Files**"). The responsibilities and restrictions relating to the Software apply equally to the Stock Files. We reserve all rights not expressly granted to You in this BULA.

4. LICENSE METRICS

Your License Certificate will specify the number of permitted Licenses and Managed Devices applicable to Your use of the Software under the Specific Terms of this BULA. The Fees chargeable for the Licenses will be on a Per Managed Device basis.

5. ENCRYPTION TECHNOLOGY CONTAINED IN WINZIP PRODUCTS

YOU AGREE THAT WE CANNOT GUARANTEE THAT THE ENCRYPTION TECHNOLOGY CONTAINED IN THE SOFTWARE IS COMPLETELY SECURE FROM DECODING BY THIRD PARTIES. ACCORDINGLY, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES WHATSOEVER RESULTING FROM THIRD PARTY DECODING OF, OR ACCESS TO, YOUR FILES.

6. EXTRACTION SOFTWARE

Self-extracting Zip files created by WinZip's 'Self Extractor' trial version Software may contain extractor software ("**Extraction Software**"). You may not alter or modify the Extraction Software, nor give anyone permission to do so. Under no circumstances are You licensed to distribute Extraction Software. If You create self-extracting Zip files using an evaluation version of WinZip Self Extractor Software You may not transmit Your Zip files to a third party. However, the fully licensed (non-trial version of) WinZip Self Extractor may be used to create an unlimited number of freely distributable, royalty-free, self-extracting Zip files subject to the terms of this BULA.

7. LICENSE RESTRICTIONS

The Software may include product activation and other technology designed to prevent unauthorized use and copying. You may not, and shall not allow any User or third party to, wrap the Software or any Software executable (E.G., .EXE, .MSI, .ISO or .DMG or similar executable now known or later developed) with any third-party software add-on or offer except pursuant to a separate express, written, fully-executed agreement with Us.

8. VIRTUALIZATION

8.1. Subject to the conditions set out under this section, You may install the Software on a Virtualization Environment to run, use or access the Software and to allow Users to remotely access and use the Software, by means of Your organization's Managed Devices. The foregoing allowance is also subject to the Software's ability to interoperate and function with/on the Virtualization Environment.

8.2. Use of the Software by Users via such Virtualization Environment is permitted only up to the maximum number of Licenses You have purchased. You must acquire and dedicate one (1) Subscription License for each Managed Device that is using, running, or accessing the Software through a Virtualization Environment, and, one (1) Subscription License for each Managed Device which the Software is installed on. If You have only acquired Perpetual Licenses from Us but wish to use, run or access the Software from a Virtualization Environment, You must in such case purchase from Us maintenance services, as further set out below, for all Your Perpetual Licenses. Upon such purchase, You must also dedicate one (1) Perpetual License for each Managed Device that is using, running, or accessing the Software through a Virtualization Environment, and, one (1) Perpetual License for each Managed Device which the Software is installed on.

8.3. Installation on a Virtualization Environment is not permitted in Cambodia, China, India, Indonesia, Hong Kong, South Korea, Malaysia, the Philippines, Singapore, Taiwan, Thailand, or Vietnam. Any use of the Software from a Virtualization Environment for which the Software was not designed is entirely at Your own risk and We and Our licensors shall in no way be responsible or liable for any such use or any damage arising therefrom. It is Your responsibility to review the Documentation and any other communications from Us and verify the Software's suitability for the Virtualization Environment that You are using.

9. MAINTENANCE & SUPPORT

If You purchase a Perpetual License, then at the time of such purchase, You must additionally purchase maintenance and support services from Us or from Our authorized channel partners for a fixed term ("**Maintenance Services**"). You will have the option to renew the fixed term for an equal or longer term to continue receiving Maintenance Services for Your Perpetual License. Such Maintenance Services are solely available under Our maintenance program "CorelSure" the current terms and conditions of which are available here: <https://www.corel.com/en/corelsure-maintenance-terms-and-conditions/> or at any successor site and are hereby incorporated by such reference ("**CorelSure Terms**"). If You do not purchase Maintenance Services for Your Perpetual License, and have only purchased Perpetual Licenses, then You are not entitled to receive any of the benefits of CorelSure program. If You purchase one or more Subscription Licenses for the Software, then: (a) such purchase will automatically include Maintenance Services which You will receive from Us in accordance with the CorelSure Terms, and, (b) You will not need to separately purchase such services. For the purposes of this Section C and the foregoing maintenance and support provision, the reference to "Support Agreement" and "Support Services" under the General Terms of this BULA shall mean the CorelSure Terms and the Maintenance Services respectively.

10. SUNSETTED SOFTWARE

We may sunset / discontinue any Software listed under this Section C ("**Sunsetted Software**"), in part or in whole, by providing written notice. If You prepaid a fee for a Subscription License or Maintenance Services for Software that We sunset before the expiration of Your then-current Subscription License or term of Maintenance Services, We will use commercially reasonable efforts to transition You to substantially similar Software. Notwithstanding anything to the contrary in the CorelSure Terms, no Subscription Licenses or Maintenance Services for the Sunsetting Software will be renewed. If You have purchased a Perpetual License for the Sunsetting Software, then subject to the terms of this BULA, You may continue to use the then-current version of that Sunsetting Software indefinitely. For a Perpetual License, notwithstanding anything to the contrary in the General Terms of this BULA, We will be under no obligation to provide any support services after the date of sunsetting the Software.

11. NAMED USER

11.1. A User must use their User Credentials which You have assigned to them to access, run and use the Software and Documentation through a Virtualization Environment. You are responsible at all times for creating, maintaining and protecting the User Credentials and any devices Users use through the Virtualization Environment, from all unauthorized use.

11.2. You shall also be solely responsible for creating backup files of all data accessed by or used through the Virtualization Environment and You further agree that We are not liable for any damages relating to lost, corrupted, or damaged data.

11.3. You shall ensure that no User may access, run and/or use the Software from or on two or more Managed Devices simultaneously at any given time. Should any of Your Users or should You allow such Users to access, run or use a Software on two or more Managed Devices simultaneously, the Software may disable the access to it from all Managed Devices.

11.4. You shall not, allow or suffer any User Credential of Software to be used by or assigned to more than one individual User. You may reassign a User Credential in its entirety to another individual User, in which case the prior User shall no longer have any right to access or use the Software and/or Documentation. If You have purchased multiple Licenses for use by You and/or Your Users, You may without prejudice to mandatory local copyright law reassign a User Credential under a License from one User to another User, only if:

- a. the original User's relationship with You has been terminated; or
- b. the original User relationship with You has been transferred to a non-licensed department within Your legal entity.

11.5. We can suspend Your and Your Users' access to the Software and Documentation if, in Our sole discretion, We believe:

- a. there is risk to the security or privacy of any account (or to the security or privacy of another customer's account);
- b. there is a threat to the security or integrity of Our network or the Software; or
- c. that such a suspension is needed to protect the rights, property, or safety of Us, our users, or the public or is required by law.

D. SOFTWARE SPECIFIC TERMS FOR:

PARALLELS DESKTOP FOR MAC BUSINESS EDITION, PARALLELS DESKTOP FOR MAC ENTERPRISE EDITION, PARALLELS DESKTOP FOR CHROME OS, PARALLELS TOOLBOX BUSINESS EDITION

1. APPLICATION

The Specific Terms under this Section D apply to any version of the Software that We make available, under the above brand names on any platform and/or any operating systems.

2. SOFTWARE COMMON TERMS

The following provisions under these Specific Terms of Section D shall apply to all Software listed under this Section D.

2.1. License rights

We hereby grant You a limited, nonexclusive, nontransferable (except as set forth in the Section titled "Assignment" under the General Terms), non-sublicensable, revocable license to access and use the Software on Supported Environments solely in accordance with the Documentation.

For the purposes of the foregoing grant, "**Supported Environments**" mean the environments supported by Us for the Software, currently set forth in the Documentation accompanying the Software and/or as further set out in the product section for each Software listed under this Section D on the following site <https://www.parallels.com/> or any successor site.

2.2. Parallels MyAccount

The Software requires mandatory registration of an online account with Us ("**Your Account**") at the following site (or successor site): <https://my.parallels.com/register> or in product at the time of Your first use of the Software. You must complete the process providing Us with accurate information. Your technical ability to use the Software is suspended until You complete such registration process.

2.3. Deployment

Under one Subscription License You may deploy the Software within Your legal entity and any of Your Affiliates (as defined below), provided that the Affiliate at which the Software is deployed accepts and agrees to comply with all of the terms of this BULA.

Any attempt to deploy the Software in violation of this section shall be void. An Affiliate shall mean another legal entity that controls, is controlled by, or is under common control with, Your legal entity. Control for this purpose shall mean 50% or greater voting power. In complying with Your obligations under this provision, You shall also comply with and adhere to the Software installation, usage restrictions and License metrics limitations at all times.

2.4. Sunsetted Software

We may sunset / discontinue any Software listed under this Section D ("**Sunsetted Software**"), in part or in whole, by providing written notice. If You prepaid a fee for a Subscription License for Software that We sunset before the expiration of Your then-current Subscription License, We will use commercially reasonable efforts to transition You to substantially similar Software. Notwithstanding anything to the contrary in this BULA, no Subscription Licenses for the Sunsetted Software will be renewed. If You have purchased any extended Support Services under a separate Support Agreement with Us for Software that We sunset before the expiration of such Support Agreement, We will use commercially reasonable efforts to continue to provide Support Services for the period for which You have paid the fees for such Support Services under the Support Agreement ("**Support Period**"). In the foregoing case, such Support Agreement will automatically terminate on the expiry of the Support Period without need for any notice notwithstanding anything to the contrary in the Support Agreement.

3. SOFTWARE INDIVIDUAL TERMS

The following individual terms shall govern and apply according to the type of Software that You are licensing from Us under this Section D as further set out below.

3.1. Individual Terms for Parallels Desktop for Mac Business Edition and Enterprise Edition

(a) Parallels Tools

The Parallels Desktop Software includes Parallels Tools which are a suite of utilities and drivers which enhance the performance and functionality of Parallels' Desktop Virtual Machine. You may distribute and install Parallels Tools to enhance performance and functionality of Parallels Virtual Machines. For the purposes of this section: "Parallels Desktop Software" means the Software branded with "Parallels® Desktop for Mac", and, "Parallels Desktop Virtual Machine" means a set of computer files which the Parallels Desktop Software uses to provide the data necessary for the Software to create and operate a computing environment with an operating system which simulate that of an actual computer.

(b) Licensing metrics

The Parallels Desktop Software is only available under Subscription Licenses. A Subscription License allows You to:

- a. for Parallels Desktop Business Edition:
Install a single copy of the Parallels Desktop Software on as many computing devices as the Subscription License permits. Each Parallels Desktop Software so installed will allow the running of multiple Parallels Desktop Virtual Machines on each device.
- b. for Parallels Desktop Enterprise Edition exercise the following options:
 - o i. Install a single copy of the Parallels Desktop Software on as many computing devices as the Subscription License permits. Each Parallels Desktop Software so installed will allow the running of multiple Parallels Desktop Virtual Machines on each device.
OR
 - o ii. Enable the running and operation of the Parallels Desktop Software for as many Devices or Users as the Subscription License permits. Each Parallels Desktop Software so enabled will allow the running of multiple Parallels Desktop Virtual Machines for a User or on a Device.

The License Certificate You receive will confirm the option(s) You chose in Your purchase order(s).

3.2. Individual Terms for Parallels Desktop for Chrome OS™ operating system

(a) Parallels Tools

The Parallels Desktop Software includes Parallels Tools which are a suite of utilities and drivers which enhance the performance and functionality of Parallels' Desktop Virtual Machine. You may distribute and install Parallels Tools to enhance performance and functionality of Parallels Virtual Machines. For the purposes of this section: "Parallels Desktop Software" means the Software branded with "Parallels® Desktop for Chrome OS", and, "Parallels Desktop Virtual Machine" means a set of computer files which the Parallels Desktop Software uses to provide the data necessary for the Software to create and operate a computing environment with an operating system which simulate that of an actual computer.

(b) Licensing metrics

The Parallels Desktop Software is only available under Subscription Licenses. Each License allows You to enable the running and operation of the Parallels Desktop Software for as many Users as permitted under such License. Each Parallels Desktop Software so enabled will allow the running of multiple Parallels Desktop Virtual Machines for a User.

3.3. Individual Terms for Parallels Toolbox Business Edition

Licensing metrics

(a) The Software is available as Subscription Licenses only. Subject to the conditions set out under this section, each license key allows You to install, activate and use a single copy of the Software on:

- a. as many computing devices owned, leased, or otherwise controlled by You, as permitted by Your license key ("Permitted Devices"); and
- b. a Parallels' Desktop Virtual Machine.

(b) Should You wish to activate and use the Software on any additional computing devices in excess of the number of Permitted Devices ("Additional Permitted Devices") You may:

- a. purchase a new license key for such activation and use of the Software on the desired number of Additional Permitted Devices; or
- b. use Your existing license key for such activation and use of the Software on the Additional Permitted Devices provided that You deactivate the Software from the equivalent number of Permitted Devices.

(c) For the purposes of this section a "Parallels Desktop Virtual Machine" is a set of primary computer files which Parallels Desktop Software uses to provide the data necessary for the Software to create and operate a computing environment with an operating system which simulates that of an actual computer.

UPDATE

This BULA has been updated on October 7, 2024. For prior licensing terms which govern a Business Customer's use of the Software and Documentation please visit [Legal Information | Corel](#), [Legal Info | MindManager](#), [WinZip Legal Documents](#), [Legal Notices | Parallels](#).