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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.

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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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.

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

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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.

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A. SOFTWARE SPECIFIC TERMS FOR:

- CorelDRAW Graphic Suite/ CorelDRAW Standard/CorelCAD/ 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

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.

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

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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.

A User may use their assigned User Credential to access and use:

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- 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
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- b. there is a threat to the security or integrity of Our network or the SaaS Offering; or
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"**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.

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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.

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.

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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.

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.

NAMED USER

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.

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.

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.

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.

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 CHROME OS, PARALLELS ACCESS FOR BUSINESS,
PARALLELS TOOLBOX BUSINESS EDITION**

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.

SOFTWARE COMMON TERMS

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

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.

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.

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.

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.

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.

Individual Terms for Parallels Desktop for Mac Business Edition

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.

Licensing metrics

The Parallels Desktop Software is only available under Subscription Licenses. A Subscription License allows You to exercise one of these two options:

- 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
- ii. Enable the running and operation of the Parallels Desktop Software for as many 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.

If You wish to exercise both options, then You must purchase a Subscription License for each. The License Certificate You receive will confirm the option(s) You chose in Your purchase order(s).

Individual Terms for Parallels Desktop for Chrome OS

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.

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.

Individual Terms for Parallels Access for Business

Licensing metrics

The Software is available under a Subscription License only. Each Subscription License allows You to:

- install the Software on an unlimited number of Authorized Remote Devices;
- install the Software on an unlimited number of iOS, iPadOS, macOS, or Android applications enabled devices;
- grant access to Your Authorized Remote Devices from such unlimited number of devices and/or any web browser after logging into Your Parallels Account;
- create for an unlimited number of Users or allow such Users to create Parallels Accounts for those Users to connect to Authorized Remote Devices; and
- assign or allow the automatic assignment of that Subscription License to no more than five (5) Authorized Remote Devices at any given time.

You must, in Your Parallels Account, assign or allow the automatic assignment of a Subscription License to an Authorized Remote Device to enable access to it from other devices.

For purposes of Parallels Access Software, the term Authorized Remote Device means a remote computer that is linked to Your Parallels Account and where the Parallels Access Software is installed.

Individual Terms for Parallels Toolbox Business Edition

Licensing metrics

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:

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

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:

1. purchase a new license key for such activation and use of the Software on the desired number of Additional Permitted Devices; or
2. 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.

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 November 21, 2022.