

**Amendment #3
To The Master Price Agreement
Between MHEC and COREL Corporation**

Whereas, this Amendment #3 ("Amendment #3") is entered into by and between Corel Corporation and the Midwestern Higher Education Commission (MHEC), contract number MHEC-01312014, effective as of February 1, 2019 (the Effective Date"),

Whereas, the parties entered into the Master Price Agreement dated January 31, 2014 as amended by Amendment #1 dated February 1, 2017, and Amendment #2 dated February 1, 2018 (collectively, the "Master Agreement") and the parties now desire to amend the terms of the Master Agreement.

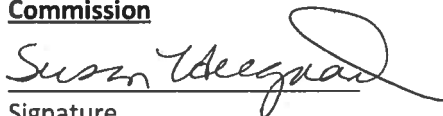
Now, therefore:

Section 5. Master Agreement Term. Shall be deleted in its entirety and replaced with the following:

This Master Agreement shall be effective on January 31, 2014 and shall remain in effect until February 1, 2020, or unless otherwise terminated pursuant to the terms of the Master Agreement. The Master Agreement may be mutually renewed for one (1) additional one-year terms unless terminated pursuant to the terms of this Agreement.

Except as set forth above, the Master Price Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Master Agreement and this Amendment #3, this Amendment #3 shall control.

**Midwestern Higher Education
Commission**


Signature

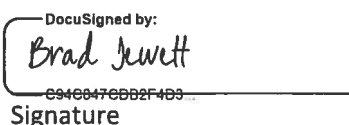
Susan Heegaard

Name and Title

2/8/19

Date

Corel Corporation

DocuSigned by:

e9468476882f403
Signature

Brad Jewett

Name and Title

2/6/2019

Date

2. **Section 1. Definitions, Subsection 15 – NEBHE Member State.** The following Section 1, Subsection 15 is hereby added to the Master Agreement:

"15. NEBHE Member State: refers to any state that is a member, or an affiliate member, of the New England Board of Higher Education ("NEBHE"). For purposes of this Master Agreement the current NEBHE Member States are Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont."

3. **Section 5. Master Agreement Term.** Section 5 shall be deleted in its entirety and replaced with the following:

"5. Master Agreement Term:

This Master Agreement shall be effective on January 31, 2014 and shall remain in effect until February 1, 2019, or unless otherwise terminated pursuant to the terms of the Master Agreement. The Master Agreement may be mutually renewed for two (2) additional one (1) year terms unless terminated pursuant to the terms of this Agreement."

4. **Miscellaneous.**

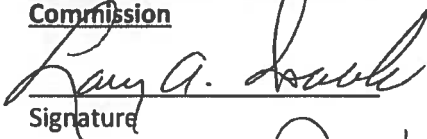
4.1 Except as set forth above, the Master Price Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Master Agreement and this Amendment #2, this Amendment #2 shall control. All capitalized terms used herein shall have the meaning given to them in the Agreement unless otherwise stated in this Amendment #2.

4.2 This Amendment #2 may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and by digital or electronic signature, or exchange of telecopies or electronic copies of signatures.

4.3 No agreement hereafter made shall be effected to change, modify, or discharge this Amendment #2, in whole or in part, unless such agreement is in writing and signed by or on behalf of the party against whom the enforcement of the change, modification, or discharge is sought.

4.4 This Amendment #2 shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns.

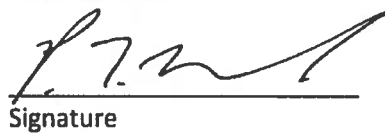
Midwestern Higher Education
Commission


Signature

Larry A. Isaacs, President
Name and Title

2/12/18
Date

Corel Corporation


Signature

Patrick Nichols, C.E.O.
Name and Title

20 February 2018
Date

**Amendment #2
To The Master Price Agreement
Between MHEC and COREL Corporation**

Whereas, this Amendment #2 ("Amendment #2) is entered into by and between Corel Corporation and the Midwestern Higher Education Commission (MHEC), contract number MHEC-01312014, effective as of February 1, 2018 (the Effective Date"),

Whereas, MHEC has entered into separate agreements with the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE), and

Whereas, the parties entered into the Master Price Agreement dated January 31, 2014, as amended by Amendment #1 dated February 1, 2017 (collectively, the "Master Agreement"), and the parties now desire to amend the terms of the Master Agreement.

Now, therefore:

1. **Section 1. Definitions, Subsection 2 - Eligible Organizations.** Section 1, Subsection 2 shall be deleted in its entirety and replaced with the following:

"2. Eligible Organizations: This Master Agreement shall be a framework for the general program under which MHEC will make aware to Eligible Organizations the ability to buy Products from Resellers, as defined in Section 11 below. Eligible Organizations shall include:

- a. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions) located in a Member State, NEBHE Member State, SREB Member State or WICHE Member State;
- b. All city, county, and other local governments located in a Member State, NEBHE Member State, SREB Member State or WICHE Member State;
- c. All K-12 schools and school districts located in a Member State, NEBHE Member State, SREB Member State or a WICHE Member State;
- d. All state governments and their departments of a Member State, NEBHE Member State, SREB Member State or WICHE Member State;
- e. Eligible Organizations located in a Member State, NEBHE Member State, SREB Member State or WICHE Member State that terminates its association with MHEC, NEBHE, SREB or WICHE respectively, will no longer be eligible pursuant to this Master Agreement to purchase Products. Termination by any Member State, NEBHE Member State, SREB Member State or WICHE Member State shall not prohibit or restrict Vendor from negotiating or contracting with such Member State, NEBHE Member State, SREB Member State or WICHE Member State or entities within such states outside of MHEC. MHEC shall promptly notify Vendor in writing of the termination of any membership in MHEC, NEBHE, SREB or WICHE. If any Member State, NEBHE Member State, SREB Member State or WICHE Member State so terminates its membership, such termination shall not effect the validity or enforceability of or constitute a default under any Order then in effect with any Eligible Organization. Similarly, MHEC shall promptly notify Vendor if other states join MHEC, NEBHE, SREB or WICHE after which such states shall be deemed to be a Member State, NEBHE Member State, SREB Member State or WICHE Member State for purposes of this Master Agreement."

**Amendment #1
To The Master Price Agreement
Between MHEC and COREL Corporation**

Whereas, this Amendment #1 is entered into by and between Corel Corporation and the Midwestern Higher Education Commission (MHEC), contract number MHEC-01312014, effective as of February 1, 2017 (the Effective Date”), and,

Whereas the parties entered into the Master Price Agreement dated January 31, 2014 (the “Master Agreement”) and the parties now desire to amend the terms of the Master Agreement.

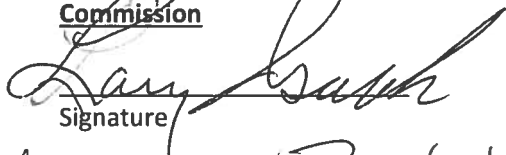
Now, therefore:

Section 5. Master Agreement Term. Shall be deleted in its entirety and replaced with the following:

This Master Agreement shall be effective on January 31, 2014 and shall remain in effect until February 1, 2018, or unless otherwise terminated pursuant to the terms of the Master Agreement. The Master Agreement may be mutually renewed for three (3) additional one-year terms unless terminated pursuant to the terms of this Agreement.

Except as set forth above, the Master Price Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Master Agreement and this Amendment #1, this Amendment #1 shall control.

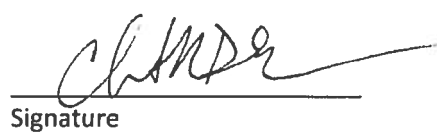
Midwestern Higher Education
Commission


Signature

Larry Saak, President
Name and Title

2-7-17
Date

Corel Corporation


Signature

Christopher DeBiase, CFO
Name and Title

January 31, 2017
Date



MASTER PRICE AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMPACT
AND
COREL CORPORTATION
EFFECTIVE January 31, 2014 through February 1, 2017

THIS AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (hereinafter MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, on behalf of the Eligible Organizations located in the MHEC member states, and Corel Corporation (hereinafter Vendor) 4400 Bohannon Drive, Suite 240, Menlo Park, CA 94025. For purposes of this Master Agreement MHEC and Vendor are referred to collectively as the "Parties" or individually as "Party".

Whereas, the Midwestern Higher Education Compact (Compact) is an interstate compact of twelve Midwestern states, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin (Member States); and MHEC, a nonprofit 501(c) (3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and providing quality and affordable services for the Member States, the entities in those Member States, and the citizens residing in those Member States; and

Whereas, MHEC has established a Technology Initiative the purpose of which is to identify, negotiate and make available quality and affordable technology products and services to the not-for-profit and public education related entities in the MHEC Member States; and

Whereas, MHEC has entered into separate agreements with the Southern Regional Education Board (SREB) and the Western Interstate Commission for Higher Education (WICHE) respectively to allow entities in the SREB Member States and the WICHE Member States access MHEC's Technology Initiative contracts, including this Master Agreement; and

Whereas, Vendor offers certain quality technology related products; and

Whereas, MHEC conducted a competitive bid process for Creative Software for Design, Print, Media, and Web related products, and upon completion of the competitive process awarded a bid to Vendor; and

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, MHEC and Vendor agree as follows:

1. Definitions:

1. **Documentation:** refers to the license made available by Vendor to Procuring Eligible Organization of documentation relating to any Software as well as any manuals relating to the Software.
2. **Eligible Organizations:** This Master Agreement shall be a framework for the general program under which MHEC will make aware to Eligible Organizations the ability to buy Products from Resellers, as defined in Section 11 below. Eligible Organizations shall include:
 - a. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions) located in a Member State, SREB Member State or WICHE Member State;
 - b. All city, county, and other local governments located in a Member State, SREB Member State or WICHE Member State;
 - c. All K-12 schools and school districts located in a Member State, SREB Member State or a WICHE Member State;
 - d. All state governments and their departments of a Member State, SREB Member State or WICHE Member State;
 - e. Eligible Organizations located in a Member State, SREB Member State or WICHE Member State that terminates its association with MHEC, SREB or WICHE respectively, will no longer be eligible pursuant to this Master Agreement to purchase Products. Termination by any Member State, SREB Member State or WICHE Member State shall not prohibit or restrict Vendor from negotiating or contracting with such Member State, SREB Member State or WICHE Member State or entities within such states outside of MHEC. MHEC shall promptly notify Vendor in writing of the termination of any membership in MHEC, SREB or WICHE. If any Member State, SREB Member State or WICHE Member State so terminates its membership, such termination shall not effect the validity or enforceability of or constitute a default under any Order then in effect with any Eligible Organization. Similarly, MHEC shall promptly notify Vendor if other states join MHEC, SREB or WICHE after which such states shall be deemed to be a Member State, SREB Member State or WICHE Member State for purposes of this Master Agreement.
3. **Large Order Negotiated Prices:** refers to the price offered to specific Eligible Organizations under defined additional terms and conditions. Selection and pricing of large order negotiated prices shall be by mutual agreement of the Eligible Organization and Reseller. Large Order Negotiated Prices shall apply

only to those items that meet the applicable additional terms and conditions negotiated by Reseller and the Eligible Organization.

4. **Member State:** refers to any state that is a member, or an affiliate member, of the Midwestern Higher Education Compact (“MHEC”). For purposes of this Master Agreement the current MHEC Member States are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin.
5. **Order:** refers to an Eligible Organization’s purchase order or other ordering document evidencing its intent to procure Products from Reseller only under the terms and conditions of this Master Agreement, which shall not be modified or augmented by any additional or conflicting term contained in such order without the express written consent of the parties thereto.
6. **Price Agreement:** refers to an indefinite quantity contract which requires Vendor to offer, through Reseller, Products to a Procuring Eligible Organization that issues a valid Order document.
7. **Procuring Eligible Organization:** refers to an Eligible Organization which desires to purchase under this Master Agreement and has executed an Order.
8. **Product List:** refers to the complete list of Products and the corresponding prices for those Products made available for purchase by Eligible Organizations under this Master Agreement. The Product List contains an item number, item description and the maximum price for each Product. The Product List is set forth as Exhibit A and may be modified from time to time pursuant to the terms and conditions of this Master Agreement.
9. **Products:** refers to the full product line of Software and Documentation that Vendor makes available through this Master Agreement and as set forth in Exhibit A.
10. **Promotion Prices:** refers to prices that are offered nationally or regionally to a specific category of customers intended to include Eligible Organizations for defined time periods under defined terms and conditions.
11. **Reseller:** refers to Exhibit B Resellers, authorized by Vendor to resell Corel Corporation Product to Eligible Organizations in Member States. Vendor will certify and register Resellers by ensuring that Resellers, when reselling to Eligible Organization, adhere to terms no less material than those set forth in this Master Agreement. This may be accomplished through Vendor’s quote process using Vendor’s quote form and standard Terms and Conditions of Sale if Vendor determines that such documents are sufficient to ensure that for any sales made by Resellers to Eligible Organizations in Member States, Reseller will adhere materially to the same terms as those in this Master Agreement or by separate contracts entered into by Vendor and Reseller. At

any time during the term of this Master Agreement should MHEC protest the inclusion of a Reseller on this list for cause, Vendor will require that Reseller to undergo recertification. Vendor must maintain and provide a list of authorized Resellers to MHEC.

12. **Software:** refers to the full line of Corel Corporation software licenses and software maintenance support that VENDOR makes available to Resellers for resale, to Eligible Organizations in Member States and as set forth in the Product List on Exhibit A.
13. **SREB Member State:** refers to any state that is a member, or an affiliate member, of the Southern Regional Education Board ("SREB"). For purposes of this Master Agreement the current SREB Member States are Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.
14. **WICHE Member State:** refers to any state that is a member, or an affiliate member, of the Western Interstate Commission for Higher Education ("WICHE"). For purposes of this Master Agreement the current WICHE Member States are Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington and Wyoming.

2. **Scope of Offering:**

Procuring Eligible Organizations shall purchase from Reseller, and Vendor shall furnish to Reseller who will in turn resell the Products to Procuring Eligible Organizations in accordance with the terms of this Master Agreement. All Eligible Organizations are qualified to purchase under this Master Agreement, including those Eligible Organizations currently under a separate agreement with Reseller or Vendor. This Master Agreement is a Price Agreement. Accordingly, Reseller shall provide Products only upon the issuance and acceptance by Reseller of a valid Order. Orders may be issued to purchase any Products listed on the Product List. A Procuring Eligible Organization may purchase any quantity of Products listed in Vendor's Product List at the prices stated therein. For Large Order Negotiated Prices, Reseller and Eligible Organization may negotiate quantity discounts below the Product and Services List price(s) for a given purchase order. As it sees fit, Reseller may offer under this Master Agreement Promotion Price discounts that result in prices below those listed in the Product Price List and the Services Price List. Vendor is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Master Agreement.

MHEC shall not be liable for any Eligible Organization that executes an Order under this Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under this Master Agreement.

3. Purchasing Under Master Agreement:

- A. **Products:** Procuring Eligible Organization shall purchase from Reseller the Products listed on the Product List under the terms and conditions of this Master Agreement by delivering to Reseller an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the quantity, and description of the Product that Procuring Eligible Organization desires to purchase or license; (iii) the price of the Product in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the "ship-to" address; (vi) the requested delivery dates and shipping instructions; (vii) a contact name and telephone number; and (viii) reference to this Master Agreement.
- B. Each Order that is accepted by Reseller will become a part of the Agreement as to the Products listed on the Order only; no additional terms or conditions will be added to this Agreement as a result of the acceptance of the Order, nor will such terms affect any purchase. An Order from an Eligible Organization accepted by Reseller constitutes a binding contract.
- C. All Products furnished will be subject to acceptance pursuant to the terms and conditions of Section 6.A ("Acceptance") by Procuring Eligible Organization after delivery. No substitutions or cancellations are permitted without approval of the Procuring Eligible Organization. Nothing in this Section precludes any agreements for the use of electronic purchase orders.
- D. Procuring Eligible Organization may request in writing changes to an Order ("Change Request") that Reseller has previously accepted. In response to a Change Request, Reseller will provide written quotations to Procuring Eligible Organization, including any changes to prices, license fees, shipment or completion dates. A Change Request is a separate Order subject to the terms and conditions of this Master Agreement and Vendor's change order process.
- E. Reseller will accept a purchasing card for order placement in addition to accepting a purchase order.

4. Quantity Guarantee:

This Master Agreement is not a purchase order, nor does it guarantee any purchases to be made by any Eligible Organization. This Master Agreement is not an exclusive agreement. MHEC and Eligible Organizations may obtain Products from other sources during the term of the Master Agreement.

5. Master Agreement Term:

This Master Agreement shall be effective on January 31, 2014 and shall remain in effect until February 1, 2017 or unless otherwise terminated pursuant to the terms of the Master Agreement. The Master Agreement may be mutually renewed for four (4) additional one (1) year terms unless terminated pursuant to the terms of this agreement.

6. Payment Provisions:

- A. **Acceptance.** Products: Unless otherwise agreed upon by Procuring Eligible Organization and Reseller, within thirty (30) days from the date of delivery, the Procuring Eligible Organization shall accept or reject the Products for which installation by Reseller is not needed, and silence shall be deemed acceptance. For Products for which installation by Reseller is required, and unless otherwise agreed upon by Procuring Eligible Organization and Reseller, the Procuring Eligible Organization shall accept or reject the Products within thirty (30) days of Reseller's completion of installation and verification tests, and issuance to Procuring Eligible Organization an installation verification certificate, and silence shall be deemed acceptance. Reseller shall accept return of all Products for up to thirty (30) days from date of delivery or installation when Reseller is performing the installation with Eligible Organization paying only the return shipping. Products shall be invoiced upon delivery or installation when Reseller is performing the installation.
- B. **Payment of Invoice.** Invoices shall be submitted to the Procuring Eligible Organization. Payments shall be remitted to Reseller at the address shown on the invoice. Payment shall be tendered to Reseller within thirty (30) days of the date of the invoice. After the thirtieth (30) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to Reseller at the rate of one and one-half percent (1½) per month or the maximum rate allowed by law. The Procuring Eligible Organization shall make a good faith effort to pay within thirty (30) days after the date of the invoice.
- C. **Dispute Notice.** Procuring Eligible Organization shall notify Reseller of any billing discrepancies or good faith disputes about an invoice within ten (10) days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice"). Tender of a Dispute Notice does not relieve Procuring Eligible Organization of its obligations to pay the undisputed portion of any invoice subject to a Dispute Notice. Any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of Reseller will be subject to interest charges accruing from the original due date.
- D. **Partial Shipment.** In the event an order is shipped incomplete (partial), the Procuring Eligible Organization must pay for each shipment as invoiced by Reseller unless the Procuring Eligible Organization has clearly specified "No Partial Shipment" on each purchase order.
- E. **Payment of Taxes.** The price listed under this Master Agreement do not include, and Procuring Eligible Organization shall reimburse Reseller for, any and all taxes and/or duties assessed against or payable by Reseller in connection with the sale of licensing of Software or Documentation, except for taxes imposed upon Reseller and/or Vendor net income. Unless the Procuring Eligible Organization provides a proof of tax exemption, taxes will be additive to the contracted price.

7. Shipping:

Vendor shall ship the Products F.O.B. destination. Title to Products shall pass to Procuring Eligible Organization upon Acceptance. Risk of loss or damage to the Products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization. Vendor shall bear the risk of loss with respect to returned Products except for loss or damage directly attributable to the negligence of the Eligible Participant.

8. Product Delivery:

Unless otherwise agreed to by Procuring Eligible Organization and Reseller, Reseller agrees to deliver, or cause to be delivered, Products to Procuring Eligible Organization within thirty (30) days after receipt of a valid Order. If delivery cannot be made within thirty (30) calendar days, Reseller will notify Procuring Eligible Organization within ten (10) business days following Order placement, and Procuring Eligible Organization, as its sole remedy, can cancel the order by written, electronic, or facsimile notification.

9. Price Guarantees:

The Procuring Eligible Organization shall pay the lower of the prices contained in the Product List or an Announced Promotion Price or Large Order Negotiated Price (provided that, with respect to the applicability of Large Order Negotiated Prices, such Procuring Eligible Organization is a party to the Large Order Negotiated Price negotiations and the purchase is part of the project for which the Large Order Negotiated Price was negotiated). Vendor shall require that Reseller not sell Products to Eligible Organizations at prices higher than those awarded via this Master Agreement and in instances where this provision is applied, this Master Agreement shall be referenced in the Resellers quote.

10. Product List:

VENDOR agrees to maintain the Product List in accordance with the following provisions:

- A. The Product List prices for all Software and Documentation will conform to the Product List provided to MHEC and set forth as Exhibit A. Except as set forth in Section 9, "Price Guarantees", the discount percentage set forth in the Product List shall not decrease during the initial twelve (12) months of the Master Agreement. Thereafter, prices are subject to change with thirty (30) days prior written notice to MHEC. The year-over-year price increase on the Product List, if any, will not exceed the year-over-year percentage of 3% or the United States All Urban Consumer Price Index (CPI-U), whichever is less, as reflected in Vendor's published academic price list, without mutual agreement of the parties hereto.
- B. Should the list price of a Product on Vendor's academic price list price decrease at any time during this Master Agreement, Vendor agrees to a similar price reduction on this Master Agreement's Product List for the same Product, prior to the Administrative Fee set forth in Paragraph 34 of this Master Agreement.

- C. For all Products on the Product List, any price reductions that occur from the time of submission of an Order by Procuring Eligible Organization to Product delivery must be passed on to the Procuring Eligible Organization that issued the Order.
- D. Vendor shall add new product(s) to the Product List when new product(s) shall become available for general sale by Vendor. The pricing for all new Products shall incorporate, to the extent possible, similar or comparable price discount levels provided herein, as agreed by the Parties.
- E. Vendor will delete obsolete and discontinued Products from the Product List on a timely basis.
- F. The Product List shall be maintained by Vendor on an Internet web site or sent via electronic mail to MHEC on a monthly basis. Notification of specific changes to this list shall be provided to MHEC within thirty (30) days of modification. Failure to comply with the requirements in this Paragraph 10, Product List, will be grounds for termination.

11. License:

- A. Eligible Organization shall use all licensed Product in accordance with this Section. All Corel Corporation Software Licenses provided by Vendor are subject to the Corel Transactional Licensing program (CTL) and as modified in the Addendum attached to this Agreement as Exhibit C.
- B. If the terms set forth in any license agreement packaged or otherwise provided with the Product ("Additional License") differ from this Section, the terms of this Section govern to the extent that the terms of this Section are inconsistent with those in the Additional License.

12. Warranties:

Software: Vendor warrants that the media, if any, on which the Product is delivered will be free of material defects for a period of ninety (90) days and that the Software will substantially conform to the descriptions contained in the applicable user documentation with respect to the particular Software purchased by Eligible Organization. Notwithstanding the foregoing, Software is covered by, and subject to, the terms, conditions, and limitations of Vendor's standard warranty. The warranty remedy will be that as provided for in the CTL Exhibit C, as applicable. The warranty period, if any, for the corrected Software via fixes and/or patches will be the remaining period of the original warranty period. The Software price shall include software updates for all Software purchased by Eligible Organization under this Master Agreement.

13. Termination:

- A. At any time MHEC may terminate this Master Agreement, in whole or in part, by giving Vendor ninety (90) days written notice; provided however, neither MHEC nor Eligible Organization has the right to terminate a specific Order for convenience after it has been issued if the Product is ultimately accepted. At any time, Vendor may terminate this Master Agreement, in whole or in part, by

giving MHEC ninety (90) days written notice. Such termination shall not relieve Vendor of any warranty or other service obligations incurred under the terms of this Master Agreement.

- B. Either Party may terminate this Master Agreement for cause based upon material breach of the Master Agreement by the other Party, provided that the non-breaching Party shall give the breaching Party written notice specifying the breach and shall afford the breaching Party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching Party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching Party may declare the breaching Party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all remedies available to it under the law.
- C. In the event that either Party be adjudged insolvent or bankrupt by a court of competent jurisdiction, or upon the institution of any proceedings by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business, then and in any such event this Master Agreement may immediately be terminated or cancelled by the other Party hereto.
- D. In the event this Master Agreement expires or is terminated for any reason, a Procuring Eligible Organization shall retain its rights in all Product and Services accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

14. Non-Appropriation:

This provision applies only to publicly funded Eligible Organizations. The terms of this Master Agreement and any Order issued for multiple years pursuant this Master Agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Master Agreement or in any purchase order or other document, Eligible Organization may terminate its Order if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The Procuring Eligible Organization's decision as to whether sufficient appropriations are available shall be accepted by Reseller and shall be final and binding. A Procuring Eligible Organization shall provide sixty (60) days' notice, if possible, of its intent to terminate this contract for non-appropriation. The Procuring Eligible Organization shall send to Reseller a notice of its Governing Body's decision not to appropriate funds for the installment sale payments for the subsequent fiscal year. The notice shall also include a statement that the Procuring Eligible Organization was unsuccessful in finding another assignee within its own organization to continue the installment sale payments and that the Product or Service will not be replaced by a similar product during the ensuing fiscal year. Such termination shall relieve the Procuring Eligible Organization, its officers and

employees from any responsibility or liability for the payment of any future Orders. However, all outstanding invoices from Reseller will be paid by the Procuring Eligible Organization.

15. Records and Audit:

Vendor agrees and agrees to use commercially reasonable efforts to require Resellers to maintain detailed records pertaining to the price of Services rendered and Products delivered for a period of six (6) years from the date of Acceptance of each Order. These records shall be subject to inspection by Eligible Organization and appropriate governmental authorities with Eligible Organization's state. The Eligible Organization shall have the right to audit billings either before or after payment. Payment under this Master Agreement shall not foreclose the right of the Procuring Eligible Organization to recover excessive or illegal payments.

16. Independent Contractor:

Vendor and its agents and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Vendor has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein. Nothing in this Master Agreement is intended, or shall be deemed, or construed to constitute a partnership or a joint venture between the Parties.

17. Patent, Copyright, Trademark and Trade Secret Indemnification:

Vendor will indemnify, defend and hold MHEC and Eligible Organization harmless from a claim that any Product provided to Eligible Organization pursuant to this Master Agreement infringes on another person's or entity's patent, copyright, trade secret or any other proprietary right of a third party. Vendor will have no obligation under this section with respect to any Claim of infringement resulting from (a) Product provided pursuant to Eligible Organization's specification or design; (b) an Eligible Organization's unauthorized modification of a Product; or (c) any combination, operation, or use of the Product with systems other than those provided by Vendor to the extent that such a Claim is caused by such modification, combination, operation, or use of the Product. Following notice of a Claim or a threat of actual suit, Vendor will, at its own expense and option, (1) resolve the claim in a way that permits continued ownership and use of the affected Product; (2) provide a comparable replacement at no cost; or (3) in the case of a Product accept return of the Product, freight collect, and provide a reasonable depreciated refund.

18. Indemnification:

Vendor will indemnify, protect, save and hold harmless MHEC and Eligible Organizations, as well as the representatives, agents and employees of MHEC and Eligible Organizations, from any and all claims or causes of action related to a claim of personal injury or damage to tangible property, including all attorneys' fees incurred by

MHEC and/or Eligible Organizations, to the extent arising from the performance of the Master Agreement by Vendor, Vendor's agents, employees, or subcontractors. MHEC and/or Eligible Organization shall give Vendor written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder, and, subject to any legally required approval, including approval of state's attorney general, or consistent with applicable law permits Vendor to control the defense of any such claim or action at Vendor's own expense. MHEC and/or Eligible Organization agree that Vendor may employ attorneys of its own choice to appear and defend the claim or action and that MHEC and/or Eligible Organization shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Vendor with all reasonable assistance that Vendor may require.

19. Limitation of Liability:

Vendor shall not be liable to MHEC or any individual Eligible Organization for any damages in excess of \$500,000 or the amounts paid hereunder, whichever is greater. The foregoing limitation does not apply to any indemnification obligations under this Master Agreement or to damages resulting from personal injury or property damage caused by Vendor's gross negligence or willful misconduct. Neither Vendor, MHEC nor any Eligible Organization shall be liable for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Master Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

20. Confidentiality:

- A. While Vendor is providing Services hereunder, Eligible Organization or Vendor may disclose to the other certain business information of the other identified as confidential ("Confidential Information"). All such information shall be marked or otherwise designated as "Confidential" or "Proprietary". However, in order for such information to be considered Confidential Information pursuant to this Section 20 of the Master Agreement, it must conform to the data practices laws or similar type laws of the State in which the Eligible Organization is located or was founded. Information of a proprietary nature which is disclosed orally to the other party shall not be treated as Confidential Information unless it is stated at the time of such oral disclosure that such information is Confidential Information and such information is reduced to writing and confirmed as Confidential Information to the recipient within ten (10) days after oral disclosure. Both Eligible Organization and Vendor agree that, with respect to Confidential Information it receives (as "Recipient") from the other (as a "Discloser") in connection with this Master Agreement or an Order pursuant to this Master Agreement, that it (i) will use such Confidential Information solely for the purposes contemplated by the Master Agreement or an Order placed under this Master Agreement, (ii) shall not use any such Confidential Information for any other purpose and in particular shall not so use such Confidential Information in any manner either to the detriment of the Discloser or for the benefit of the

Recipient or any third party, and (iii) shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser.

- B. Each Party will not disclose the other Party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidential Information shall remain the property of and be returned to the Disclosure (along with all copies or other embodiments thereof) within fifteen (15) days of (a) the termination or completion of the Order under this Master Agreement, or (b) the earlier receipt by the Recipient from the Discloser of a written demand following a breach by Eligible Participant or Vendor of this Master Agreement or an Order under this Master Agreement directing that Confidential Information described generally or specifically in such demand be returned to the Discloser .
- C. Notwithstanding anything to the contrary in this Agreement or amendment to this Master Agreement, Vendor agrees to comply with the data practices or similar type laws of the State in which Eligible Participant is located or founded.

21. FERPA (and Other Privacy Laws):

Where applicable Vendor agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPPA), the Gramm-Leach Bliley Act (GLBA) and all other state and federal privacy laws; and agrees to implement and maintain safeguards to protect the security, confidentiality, and integrity of information it receives from Eligible Organization.

22. Amendments:

Except as provided for in Section 10, "Product List"; Section 9 "Price Guarantee" this Master Agreement shall only be amended by written instrument executed by the Parties.

23. Scope of Agreement:

This Master Agreement incorporates all of the agreements of the Parties concerning the subject matter of this Agreement, and all prior agreements have been merged into this Master Agreement. No prior agreements, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Master Agreement.

24. Invalid Term or Condition:

If any term or condition of this Master Agreement shall be held invalid or unenforceable, the remainder of this Master Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement:

A Party's failure to require strict performance of any provision of this Master Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Master Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

26. Web Site Maintenance:

Vendor agrees to maintain and support Internet website(s) for access to the Product List, Product descriptions, Product specifications, and other aids in accordance with instructions provided by MHEC.

27. Equal Opportunity Compliance:

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under this Master Agreement. If Vendor is found to be not in compliance with these requirements during the life of this Master Agreement, Vendor agrees to take appropriate steps to correct these deficiencies.

28. Compliance with Law:

The Parties shall comply with all applicable laws and governmental regulations, which by their terms, apply to their performance pursuant to this Master Agreement.

29. Applicable Law:

- A. As between MHEC and Vendor this Master Agreement will be construed in accordance and its performance governed by the laws of the state of Minnesota. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.
- B. As between Eligible Organization and Reseller, Orders will be construed in accordance with, and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of an Order, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

30. Conflict of Interest:

Vendor warrants that it is not presently debarred from performance of services required under this Master Agreement in any Federal, State, or Local unit of government jurisdiction.

31. Assignment:

Neither Party shall sell, transfer, assign or otherwise dispose of the Master Agreement or any portion thereof or of any right, title, or interest herein without the prior written consent of the other Party. This consent requirement includes reassignment of this Master Agreement due to change in ownership, merger, or acquisition of a Party or its subsidiary or affiliated corporations. Nothing in this Section shall preclude Vendor from employing a subcontractor in carrying out its obligations under this Master Agreement. Vendor’s use of such subcontractors will not release Vendor from its obligations under this Master Agreement.

32. Survival:

Certain paragraphs of this Master Agreement including but not limited to Indemnification; and Limitation of Liability shall survive the expiration of this Master Agreement. Software licenses, warranty and service agreements, and non-disclosure agreements that were entered into under terms and conditions of this Master Agreement shall survive this Master Agreement.

33. Notification:

Between the Parties: Whenever under the terms of this Master Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

TO MHEC:	TO VENDOR:
Name: Nathan Sorensen	Name: Brian Hanlon
Address:	Address:
105 Fifth Avenue South, Suite 450	1600 Carling Avenue
Minneapolis, Minnesota 55401	Ottawa, Ontario K1Z 8R7
Email: Nathans@mhec.org	Email: Brian.Hanlon@Corel.com
Fax: 612-767-3353	Fax:

34. Administrative Reporting and Fees:

On a quarterly basis (where quarter one is December 1 – February 28 and the quarter one report is due by March 31), Vendor will, in a timely manner, make available to

MHEC reports and information generated by this Master Agreement, including but not limited to state-by-state and institution-by-institution information on sales volume and volume savings. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to one and one-half percent (1.5%) of the Net Product Sales for that quarter period (the "Fee"), where the term "Net Product Sales" is defined as the net revenue received by Corel as a result of sales of the Products hereunder.

35. MHEC Not Liable For Eligible Participants:

MHEC is not liable to Vendor or any other entities, including but not limited to Resellers, for the failure of any Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order.

36. Announcements and Publicity:

Any announcements and publicity given to MHEC (or an Eligible Organization) resulting from this Master Agreement must receive the prior approval of MHEC (or Eligible Organization). Vendor will not make any representations of MHEC's (or an Eligible Organization's) opinion or position as to the quality of effectiveness of the Products, Supplies and/or Services that are the subject of this Master Agreement without the prior written consent of MHEC (or Eligible Organization).

37. Marketing:

Vendor will assist MHEC in developing and implementing appropriate marketing strategies including seminars, and printed materials.

38. Oversight Committee:

An Oversight Committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and Vendor in developing and refining the implementation of this Master Agreement. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services; and to advise Vendor on the effectiveness of its implementation progression. There will be an annual meeting between Vendor and MHEC (and perhaps members of the Oversight Committee) to perform a contract health check; including items such as those above.

39. Force Majeure:

Neither Vendor nor MHEC shall be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and / or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a

governmental entity. If such a circumstance occurs, the Party unable to perform shall undertake reasonable action to notify the other Parties of the same.

40. Sovereign Immunity:

Notwithstanding anything to the contrary in this Master Agreement or Order under this Master Agreement, this Master Agreement shall not be construed to deprive a Eligible Organization of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this Master Agreement or afforded by Eligible Organization's State to the Eligible Organization.

41. Miscellaneous:

All Parties to this Master Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Master Agreement that shall be considered an original and shall be admissible in any action to enforce this Master Agreement. Except as provided for in this Master Agreement, all changes to this Master Agreement must be made in writing signed by both Parties. The Parties, by their representatives signing below, agree with the terms of this Master Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

	<u>Midwestern Higher Education Commission</u>	<u>VENDOR</u>	Sent es
Signature:	<u>Larry Isaak</u>	<u>Thomas Bergquist</u>	
Name:	<u>Larry Isaak</u>	<u>THOMAS BERQUIST</u>	
Title:	<u>President</u>	<u>CEO</u>	
	<u>Midwest Higher Education</u>	<u>Corel Corporation</u>	
Address:	<u>105 Fifth Avenue South, Suite 450</u>	<u>1600 CARLING AVENUE</u>	
	<u>Minneapolis, Minnesota, 55401</u>	<u>CITHWA, ONTARIO K1Z 5K7</u>	
Date:	<u>1/31/14</u>	<u>JAN 30 2014</u>	<u>CANADA</u>

Exhibit A – Product List

1. Discount Schedule

MHEC Eligible Organizations will receive a 12% discount off of Corel Academic Transactional List Prices for higher education and K-12 entities and Corel Government Transactional List Prices for state, city, county, or local governmental entities on the following Corel products, as well as maintenance, support and training and additional purchases made pursuant to the Master Price Agreement:

- CorelDraw Graphics Suite
- CorelDraw Technical Suite
- CorelCAD
- Paint Shop Pro
- Painter
- WordPerfect Office
- PDF Fusion
- Motion Studio 3D
- VideoStudio Pro
- Roxio Creator

*Resellers may discount further.

2. Education Site Licensing - MHEC Creative Pack

MHEC specific pricing. This products and/or programs are only available through this agreement.

Products included in the MHEC Creative Pack - CorelDRAW Graphics Suite, CorelDRAW Technical Suite, Painter, Paint Shop Pro, PDF Fusion & WordPerfect Office.

Description	Suggested Price per FTE
MHEC Creative Pack License - 1500 - 3000 Students	\$4.50
MHEC Creative Pack License - 3000 - 9999 Students	\$4.00
MHEC Creative Pack License - 10000 -19999 Students	\$3.50
MHEC Creative Pack License - 20000 - 39999 Students	\$3.00
MHEC Creative Pack License - 40000+ Students	\$2.50
MHEC Creative Pack 1 Year Maintenance - 1500-3000 Students	\$1.80
MHEC Creative Pack 1 Year Maintenance - 3000-9999 Students	\$1.60
MHEC Creative Pack 1 Year Maintenance - 10000-19999 Students	\$1.40
MHEC Creative Pack 1 Year Maintenance - 20000+ 39999 Students	\$1.20
MHEC Creative Pack 1 Year Maintenance - 40000+ Students	\$1.00

The number of student FTE is calculated based on the credit and/or contact hours reported by the institution. Instructional activity defined by the United States Department of Education Integrated Postsecondary Education Data System (IPEDS) conversion: Quarterly calendar system – One FTE over 12 months equals (Undergraduate 45 credit hours 900 contact hours) plus (Graduate 36 credit hours). Semester/Trimester calendar system – One FTE over 12 month period equals (Undergraduate 30 credit hours 900 contact hours) plus (Graduate 24 credit hours).

*Corel will provide a full rebate of any transactional purchase that occurred within 6 months prior to a site license purchase. This rebate can only be used on the purchase of a site license.

3. VideoStudio X6 – A no royalty build of VideoStudio is being offered with the following pricing.

Description	Price
VideoStudio X6 Education Single User License EN	\$40.00
Corel VideoStudio Education Maintenance (1 Yr) Single User EN	\$16.00
Corel VideoStudio X6 50-Pack License	\$800.00
Corel VideoStudio 50-Pack Maintenance (1 Yr)	\$320.00
Corel VideoStudio X6 100-Pack License	\$1400.00
Corel VideoStudio 100-Pack Maintenance (1 Yr)	\$560.00
Corel VideoStudio X6 250-Pack License	\$3000.00
Corel VideoStudio 250-Pack Maintenance (1 Yr)	\$1200.00
VideoStudio X6 Higher Education/District License 1000 seat min. per seat	\$6.00
VideoStudio Higher Ed/District Maintenance (1 Yr) 1000 seat min. per seat	\$2.40

4. School Rebate Program

Who qualifies?

Any MHEC member school with a 100 seat purchase or more, which is covered under current maintenance.

What will the schools receive?

Access to a student purchase plan which provides a rebate to the school in the form of \$2 for every license purchased by one of their students. Rebate paid semi-annually as per the "Take Home Rights pricelist" outlined below.

What do students receive?

Heavily discounted perpetual licensing that allows students to purchase the Corel school licensed software for their own private pc and/or laptop.

What is the pricing for students?

See below:

CorelCAD 2013		Price
	CorelCAD 2013 Single User Education License ML	\$15.00
CORELDRAW TECHNICAL SUITE X6		
	CorelDRAW Technical Suite X6 Single User Education License ML	\$15.00
CORELDRAW GRAPHICS SUITE X6		
	CorelDRAW Graphics Suite X6 Single User Ed Lic ML	\$15.00
MOTIONSTUDIO 3D		
	Corel MotionStudio 3D Single User Education License ML	\$15.00
PAINTSHOP PRO X6		
	PaintShop Pro X6 Single User Education Edition License ML	\$15.00
PAINTER X3		
	Painter X3 Single User Education Lic	\$15.00
COREL PDF FUSION		
	Corel PDF Fusion 1 Education Single User License EN	\$15.00
VideoStudio Pro + PaintShop Pro Bundle		
	VideoStudio Pro + PaintShop Pro 1 Single User Education Lic ML	\$30.00
CREATOR NXT		
	Creator NXT 1 Single User Education Lic ML	\$15.00
WORDPERFECT OFFICE X6		
	WordPerfect Office X6 Education Single User License EN (inc WP,QP,PR,Paradox)	\$15.00
PINNACLE STUDIO 16		
	Pinnacle Studio 16 Education Single User License EN	\$15.00
AFTERSHOT PRO		
	AfterShot Pro Education Single User License EN	\$15.00
SITE LICENSE BUNDLE		
	Products - WP, CDGS, CDTs, PDF, Painter, PSPP	\$50.00

Exhibit B – Resellers

The following resellers have been chosen as authorized resellers for this agreement.

Company: Journey Education

Contact: Chris Neet

Email: cneet@journeyed.com

Address: 5212 Tennyson Parkway, Suite 130,

City, State, Zip: Plano Texas 75024

Phone: 1-800-876-3507 x7103

Web www.journeyed.com

States Covered: National

Company: CDW-G

Contact: Aletha Noonan

Email: Aletha@cdw.com

Address: 120 S. Riverside Plaza

City, State, Zip: Chicago, Illinois, 60606

Phone: 1-800-800-4239

Web: www.cdwg.com

States Covered: National

Company: SHI

Contact: Katie O’Kane

Email: Kokane@shi.com

Address: 290 Davidson Avenue

City, State, Zip: Somerset, NJ, 08873

Phone: 1-8004776479 x 5904

Web: www.shi.com

States Covered: National

Company: Dell

Contact: Steven Wong

Email: Steve M Wong@dell.com

Address: One Dell Way

City, State, Zip: Round Rock, Texas, 78682

Phone: (636)273-1628

Web: www.dell.com

States Covered: National



Corel Transactional Licensing (CTL) Programme
(Terms and Conditions)

The CTL Programme ("Programme") Terms and Conditions constitute the entire legal agreement between the party identified, as the Licensee, on the Software License Certificate which is incorporated into and made part of these Terms and Conditions (collectively "You" or "Your") and Corel Corporation, including its subsidiaries and affiliates acting on its behalf, (collectively "COREL", "Us", "We", or "Our") regarding Your purchase and use of any COREL Software under this Programme. COREL includes Sonic Solutions' Roxio product line. UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT EXECUTED BETWEEN YOU AND COREL REGARDING THIS SOFTWARE, YOUR USE OF THIS SOFTWARE IS GOVERNED BY THESE TERMS AND CONDITIONS AS WELL AS THE END USER LICENSE AGREEMENT ACCOMPANYING OR INCORPORATED IN THE SOFTWARE. IF THERE IS ANY CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND THE END USER LICENSE AGREEMENT, THESE TERMS AND CONDITIONS SHALL GOVERN AND RESOLVE SUCH CONFLICT.

1. Definitions. Capitalized terms, as used in this Agreement (as defined below), are defined in Schedule "A" which is attached hereto and is incorporated herein by this reference.

2. CTL Programme. Nothing contained in these Terms and Conditions shall be deemed, or considered, an offer to sell Software, copies of the Software or any other licenses to You. Under this Programme You have the option to purchase Software and Software Maintenance License(s) with Upgrade protection from Us or from any of Our Authorized Resellers. Pricing is based on the quantity of licenses purchased in the particular transaction order.

3. License Terms

3.1 License Terms and Conditions. These Terms and Conditions shall apply to any Software License, Maintenance License, or any other license purchased under this Programme by You from Us or from any of Our Authorized Resellers. Any Software License or Maintenance License granted by COREL is conditional upon Your acceptance of these Terms and Conditions and Your continuing compliance herewith. You may accept these terms by written acknowledgment referencing these Terms and Conditions or by acceptance of, or payment for, any of Our products or services or in any other fashion, including the acceptance of the delivery of Software purchased under this Programme. In any event, You shall be deemed to have accepted these Terms and Conditions unless they are expressly rejected in writing within thirty (30) days of Your receipt of the Software License Certificate. The agreement between You and COREL resulting from such acceptance is hereinafter referred to as the "Agreement". The Agreement, which includes these Terms and Conditions, and the Master Price Agreement between the Midwestern Higher Education Compact and Corel Corporation, shall supersede any additional or inconsistent provision in any purchase order or elsewhere, and all such inconsistent provisions are hereby expressly rejected and shall not be binding upon COREL. You hereby agree that COREL's failure to specifically object to any such

additional or inconsistent provisions submitted by You shall not constitute an acceptance by COREL thereof nor shall it constitute an acceptance by COREL of any waiver of, or modification to, the provisions hereof.

3.2 Modifications. COREL expressly reserves the right to modify the Software Prices and Maintenance Prices in accordance with the Master Price Agreement between the Midwestern Higher Education Compact and Corel Corporation (the "MPA") from time to time, and each payment You make shall be calculated according to prices current at time of payment. COREL also expressly reserves the right to modify these Terms and Conditions from time to time without notice to You and Your use is subject to the Terms and Conditions as of the date of Your Software License Certificate.

4. Software License

4.1 License Grant. Subject to these Terms and Conditions, the EULA and Your continuing compliance therewith, COREL hereby grants You the following limited, Perpetual License, non-exclusive, non-assignable, and non-transferable right and license to: i) install as many copies of the Software as is authorized by the Software License purchased by You as evidenced by the Software License Certificate; ii) use as many copies of the Software as is authorized by the Software License purchased by You as evidenced by the License Certificate; iii) EXCEPT FOR THE COREL PRODUCTS LISTED BELOW AND AS OTHERWISE SET FORTH HEREIN OR IN THE MPA, YOU MAY ONLY DOWNLOAD AND INSTALL THE SOFTWARE ON ONE (1) COMPUTING DEVICE. YOU MAY NOT RE-INSTALL THE SOFTWARE ON A SECOND COMPUTING DEVICE UNLESS THE ORIGINAL COMPUTING DEVICE IS REPLACED, IF AUTHORIZATION CODES ARE REQUIRED YOU MAY NEED TO CONTACT CUSTOMER SERVICE AND REQUEST APPROVAL TO RE-INSTALL THE SOFTWARE ON A NEW COMPUTING DEVICE PROVIDED THAT YOU CERTIFY TO US THAT YOU DEINSTALLED THE SOFTWARE FROM THE FAILED COMPUTING DEVICE. EXCEPT AS OTHERWISE SET FORTH

HEREIN OR IN THE MPA, USERS OF AFTERSHOT, COREL CAPTURE, COREL CONNECT, COREL WEBSITE CREATOR, CORELDRAW, COREL DESIGNER, CORELCAD, COREL OFFICE, COREL PAINTER, COREL PDF FUSION, PAINTSHOP PRO, PAINTSHOP PHOTO PRO, PARADOX, COREL PHOTO-PAINT, PRESENTATIONS, QUATTRO PRO, WINZIP SOFTWARE AND WORDPERFECT THAT HAVE MULTIPLE COMPUTING DEVICES (E.G., STAND-ALONE COMPUTER, LAPTOP AND MINI/PORTABLE PC), MAY DOWNLOAD AND INSTALL ANY OF THESE SOFTWARE PRODUCTS ON UP TO THREE (3) SYSTEMS IN A SINGLE ADDRESS, HOWEVER, EXCEPT AS OTHERWISE SET FORTH HEREIN OR IN THE MPA, IT CAN ONLY BE USED BY YOU ON ONE (1) SYSTEM AT A TIME. IF YOU HAVE PURCHASED MULTIPLE LICENSES FOR THE SOFTWARE, AT ANY TIME YOU MAY HAVE AS MANY COPIES OF THE SOFTWARE IN USE AS YOU HAVE LICENSES; iv) create one (1) back-up copy of the Software in support of each authorized use of the Software; and v) Multiplatform use for the Software.

4.2 Restrictions. Except as may be expressly authorized in these Terms and Conditions: i) You agree not to rent, lease, time-share, sell, sublicense, distribute, transfer, copy, reproduce, display, or modify the Software without the prior written consent of an authorized signatory of COREL; ii) Home use of the Software is prohibited in China, India, Vietnam and Indonesia.

5. Ownership. Except for the limited Software License Grant to You above, no title to, or ownership of, or any other proprietary rights in the Software are transferred to You.

6. Maintenance

6.1 Maintenance License. At the time of Software License purchase You have the option to purchase a one (1) or two (2) or three (3) year Maintenance License from Us or from Our Authorized Resellers. If You have purchased Maintenance Licenses, You are, during the Maintenance Period only, entitled to Maintenance including Upgrades as set forth in Sections 6.3 (Upgrades); and if purchased by You, premium support as set forth in Section 6.5 (Premium Support). For the avoidance of doubt, Maintenance is only available for Software Licenses for which Maintenance Licenses have been purchased.

6.2 Maintenance Period. Maintenance Licenses terminate on the expiration of the Maintenance term (for the avoidance of doubt, unless new Maintenance Licenses are purchased, Maintenance Licenses expire on the last day of the Maintenance Period).

6.3 Upgrades. During the Maintenance Period and subject to these Terms and Conditions and Your continuing compliance herewith, Maintenance Licenses entitled You to: i) Receive Software Upgrades, as they are made generally available by Us; ii) Install copies of any such Upgrades to replace copies of prior releases of the Software, but only up to the number of Software Licenses purchased by You; iii) use one version

previous to the Software licensed under these Terms and Conditions provided You obtain a current copy of the previous version of the Software and install all further copies from the current copy; and iv) Multilingual use for some or all of the Software licensed under these Terms and Conditions. Notwithstanding the foregoing, nothing in these Terms and Conditions shall be construed to warrant or imply that Upgrades will be produced for any Software or, if so produced, when such Upgrades will be made commercially available by Us.

6.4 Limitation. Upgrades may require You to agree to additional or alternative terms and conditions other than as set out in these Terms and Conditions. Any such additional or alternative terms and conditions will not materially affect Your use or enjoyment of the Software. If You do not agree to the terms and conditions of any Upgrade license, We may, upon five (5) business days' notice, terminate this Agreement. In the event of termination We shall refund all unused maintenance fees paid by You. In the event We do not provide additional license terms for the relevant Upgrade, these Terms and Conditions shall apply to such Software Upgrade.

6.5 Premium Support. If purchased by You, Premium Technical Support shall entitle You to support as set forth in the MPA. Premium Technical Support is only available in selected countries as specified by Us from time to time and is only available during Our normal business hours.

7. Support

7.1 Classic Support. Subject to these Terms and Conditions and Your continued compliance herewith, the purchase of a Software License shall entitle You to receive Classic Support, as defined from time to time by Us in Our sole and absolute discretion. "Classic Support" means You shall receive: i) free-of-charge electronic web-based support (i.e. knowledge-base and other on-line tools), and ii) email support, during Our normal business hours, in respect of basic installation and configuration issues. Classic Support is only available for the most current version of the Software. We will address technical support requests on a commercially reasonable efforts basis only and may not be able to resolve all problems or requests. We agree to support the Software only if it is used under appropriate operating conditions, in conjunction with hardware systems, components and software operating systems for which it was designed, and in accordance with these Terms and Conditions. We reserve the right to change Our Classic Support services and its terms and conditions at any time and from time to time, and without notice to You. Any such changes will not result in a material reduction in the level of services provided as of the date of Your Software License Certificate.

8. Updates

8.1 Updates. We may, in Our sole discretion, develop and deliver at no charge to You one or more bug fixes, enhancements, replacement versions or other updates to the

Software (collectively, "Updates"). Such Updates may require You to agree to additional or alternative terms and conditions other than as set out in these Terms and Conditions. Any such additional or alternative terms and conditions will not materially affect Your use or enjoyment of the Software. If You do not agree to the terms and conditions of any Update license, We may, upon five (5) business days' notice to You, terminate this Agreement. In the event of termination We shall refund all unused maintenance fees paid by you. In the event We do not provide additional license terms for the relevant Update, these Terms and Conditions shall apply to such Software Update. Notwithstanding the foregoing, nothing in these Terms and Conditions shall be construed to warrant or imply that Updates will be produced for any Software or, if so produced, when such Updates will be made commercially available by Us.

8.2 Mandatory Updates. INTENTIONALLY OMITTED

9. Your Obligations, Restrictions and Responsibilities

9.1 Protection. You agree to take reasonable steps to protect the Software and Documentation from unauthorized copying or use. You shall not disassemble, decompile or reverse engineer the Software. Where You have a statutory right to disassemble or decompile the Software for the purpose of obtaining information needed to achieve interoperability with other programs, You agree that such right may not be exercised unless We fail to respond within sixty (60) days after receipt of a written request, from You, to provide the necessary information.

9.2 Restrictions. Except as expressly authorized in these Terms and Conditions, You shall not rent, lease, time share, sub-license, distribute, resell, transfer, copy, reproduce, display, or modify the Software.

9.3 Responsibility. Except as otherwise set forth herein or in any amendment to this Agreement, You shall be fully liable for any breach of these Terms and Conditions and/or the EULA, and any breach of either agreement by any of Your End Users.

9.4 Audit Rights. You agree to maintain systems and/or procedures that accurately reflect and record of the number of copies of the Software Licenses that You have installed on Your computers along with their matching purchase records (in other words, adequate records evidencing Your use and licensing of the Software pursuant to these Terms and Conditions). If audited, You shall produce the above-referenced records and documentation within thirty (30) days from date of Our written audit notice to You. We, or an independent accounting/audit firm acting on Our behalf, may conduct an audit (remotely or at Your facility) of the records and systems from Your business no more than once per annual period to verify that Your installation of the Software conforms with valid Software Licenses from COREL or a COREL Authorized Reseller. If the audit results find that Your use does not conform to valid Software Licenses then You will

immediately, but in any event no later than twenty-one (21) days from delivery of audit findings, obtain valid Software Licenses This audit right shall survive for two (2) years past the purchase of the Perpetual License, or expiration of any Maintenance Period or the termination of this Agreement whichever is greater.

9.5 Confidentiality. Subject to applicable law, "Confidential Information" means all information, software, processes and materials relating to COREL and/or its suppliers, COREL's business activities and COREL's products, in whatever format. You shall treat as private all Confidential Information and shall not use such Confidential Information except to exercise Your rights or perform Your obligations under these Terms and Conditions and shall not disclose such Confidential Information to any third party or to any of Your employees or contractors who have no need-to-know such Confidential Information. Information which is generally known, available or in the public domain through no fault of the receiver shall be deemed not to be Confidential Information. Notwithstanding anything to the contrary in this Agreement, Confidential Information may be disclosed as required by law pursuant to the MPA.

10. Term and Termination

10.1 Subject to Section 10.2 (Termination) below, this Agreement shall commence on the date identified on the License Certificate and shall continue until terminated.

10.2 Termination. Either party reserves the right to terminate this Agreement immediately upon written notice to the other if You or We fail to comply with, or are in breach of, any material term or condition of this Agreement. We reserve the right to destroy all copies of the Software in Your possession or under Your control if the Agreement is terminated pursuant to this section.

10.3 Effect of Termination. Upon termination of this Agreement You shall promptly and immediately at Your own cost and expense: i) either return or certify, in writing, the destruction of all COREL Confidential Information and the Software, in all forms, including, without limitation, all summaries, copies, physical media and excerpts and those in the Your possession or under Your control and any under the control of Your employees and/or contractors; and ii) cease all distribution of the Software. For the avoidance of doubt, Our failure to request the return or certified destruction of all Confidential Information and the Software shall not entitle You to make any further use of any COREL Confidential Information, the Software, any Software Documentation, or otherwise extend Your rights set out herein after termination of this Agreement, and You specifically agree to immediately cease any use thereof unless You and COREL have signed a separate written license agreement for such use. In the event of termination We shall refund all unused maintenance fees paid by You.

11. IP Indemnification. We will indemnify, defend and hold You harmless from a claim that any Software provided to You by Us infringes on another person's or entity's patent, copyright, trade secret or any other proprietary right of a third party. We will have no obligation under this section with respect to any claim of infringement resulting from (a) Software provided pursuant to Your specification or design; (b) Your unauthorized modification of the Software; or (c) any combination, operation, or use of the Software with systems other than those provided by Us to the extent that such a claim is caused by such modification, combination, operation, or use of the Software. Following notice of a claim or a threat of actual suit, We will, at Our own expense and option, (1) resolve the claim in a way that permits continued ownership and use of the affected Software; (2) provide a comparable replacement at no cost; or (3) accept return of the Software, freight collect, and provide a reasonable depreciated refund.

11a. Limited Warranty; Liability Limitation. THE SOFTWARE WHEN PROPERLY INSTALLED AND UNDER NORMAL USE WILL SUBSTANTIALLY CONFORM TO THE FEATURES AND FUNCTIONALITY AS SET FORTH IN THE DOCUMENTATION ACCOMPANYING THE SOFTWARE, HOWEVER, THE SOFTWARE MAY CONTAIN NORMAL BUGS AND ERRORS. THE SOFTWARE IS LICENSED BY US TO YOU ON AN "AS IS" BASIS, SUBJECT TO SECTION 8 ABOVE. IF YOU RECEIVE FROM US OR ONE OF OUR AUTHORIZED RESELLERS DEFECTIVE MEDIA OR DOCUMENTATION RELATING TO THE SOFTWARE, YOU MAY RETURN THEM TO US WITHIN NINETY (90) DAYS OF THE DATE OF PURCHASE, AND THEY WILL BE REPLACED AT NO CHARGE. THESE WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT OF THIRD PARTY RIGHTS, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH IMPLIED WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT WILL WE OR OUR LICENSORS AND SUPPLIERS BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OUR PERFORMANCE, THE SOFTWARE, STORAGE MEDIA, DOCUMENTATION, OR OTHER MATERIAL WE PROVIDED TO YOU WHETHER SUCH ACTION IS BASED IN CONTRACT OR IN TORT INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. In no event shall Our total liability exceed the total fees paid by You in respect of Software to Us or to one of Our Authorized Resellers during the past calendar year. These limitations shall not apply, however, to any indemnification obligations herein contained or to any mandatory liability under the applicable product liability laws, nor to any damage which is caused due to the breach of an

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13. Miscellaneous

13.1 Third Party Notices. The Software licensed under this Agreement may contain or be derived from materials of third party licensors. We warrant that We have obtained all the necessary rights to incorporate such materials of third party licensors into the Software.

13.2 Third Party Limitations, Restrictions, Disclaimers and Liability Limitations with respect to Sonic/Roxio Software.

13.2.1 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 is required. For details, please visit <http://mp3licensing.com>.

13.2.2 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

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13.2.3 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. 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. 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. 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. By using

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13.2.5 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 (3) years of Your purchase of the Software, You may request a copy of the source code of the LAME MP3 Encoder Library by contacting Sonic's customer support. You will be charged a fee for the cost of distribution of the code to You.

13.2.6 Artbeats Video Content. The Software may contain Artbeats Video Content ("Artbeats Content"). Subject to the restrictions described below, You may use the Artbeats Content for Your personal use. YOU MAY NOT RESELL, SUBLICENSE, FREELY TRANSMIT OR DISTRIBUTE THE ARTBEATS CONTENT IN ANY FORM, INCLUDING, ON ANY ON-LINE SERVICE OR THE INTERNET. ARTBEATS CONTENT CANNOT BE SOLD AS STOCK FOOTAGE ELEMENTS.

13.2.7 TiVo. The following applies to You if You are licensing Software that supports TiVoToGo™ features: *Third-Party Beneficiary*. You expressly acknowledge and agree that TiVo Inc., a Delaware corporation with its principal place of business at 2160 Gold Street, Alviso, CA 95002 is an intended third-party beneficiary of this Agreement to the extent that this Agreement contains provisions which relate to Your use of this Software. Such provisions are made expressly for the benefit of TiVo and are enforceable by TiVo in addition to COREL.

13.2.8 Lasso. The Software may provide You access to music data provided ("Data") over the Internet or otherwise from proprietary databases (the "Databases"). Together the Data and the Databases shall be referred to herein as "Lasso". In the event this Agreement is terminated for any reason, You agree to immediately purge, delete and uninstall all copies of the Data from Your computer system and from any other storage device or medium to which You

have downloaded or copied the Data. To the extent You provide any information or original works of authorship to be added to Databases, You represent and warrant that You are the sole author of such work(s) and You hereby assign to COREL and/or its licensors all intellectual property rights therein, including the right to register the copyright in such work(s) as part of the Database. Please see the Lasso privacy policy attached to the end of this Agreement for a description of what data COREL may use and collect through the Lasso application.

13.2.9 Windows Pre-Installation Environment. Disaster recovery applications included in the Software may use the Microsoft® Windows® Preinstallation Environment software from Microsoft Corporation ("WinPE"). The WinPE software included with the Software may be used for boot, diagnostic, setup, restoration, installation, configuration, test or disaster recovery purposes only. NOTE: THE WINPE SOFTWARE CONTAINS A SECURITY FEATURE THAT WILL CAUSE YOUR COMPUTER SYSTEM TO REBOOT WITHOUT PRIOR NOTIFICATION TO YOU AFTER TWENTY-FOUR (24) HOURS OF CONTINUOUS USE. WinPE may not be used as a general purpose operating system or as a substitute for a fully functional version of any operating system product. Use of WinPE is "as-is".

13.2.10 Triple Scoop Music. The Software may include access to songs provided by Triple Scoop Music (the "Songs"). These Songs have been provided for Your personal use, and You may use these Songs in Your personal photoshows, videos or other multimedia projects. You may publish and freely distribute Your photoshows, videos or other multimedia projects containing the Songs at any time, but You may not resell, sublicense or otherwise make any photoshow, video or multimedia project that contains the Songs available for sale or for paid use at any time. SONGS MAY NOT BE USED FOR ANY TYPE OF BUSINESS OR COMMERCIAL APPLICATION, INCLUDING BUT NOT LIMITED TO: PROFESSIONAL PHOTOGRAPHY OR EVENT VIDEO SERVICES, PRODUCT OR SERVICE INTEGRATION, RESALE, MARKETING, ADVERTISING OR PROMOTION OF ANY SERVICE, BUSINESS, PRODUCT OR PERSON. If You would like to use the Songs for any business-related, commercial, corporate or professional use, visit www.TripleScoopMusic.com for information on commercial licensing.

13.3 MPEGLA. If the Software includes features that enable: i) editing or the manipulation of videos; ii) the creation of dynamic slideshows with sound; or iii) sharing of digital content on digital media such as CD-ROMs or DVDs; third party licensors such as MPEGLA require COREL to provide certain notices verbatim pursuant to its agreements with such third party licensors which are as follows:

13.3.1 MPEG VC-1 Notice. The Software is licensed under the VC-1 Patent Portfolio License for the personal and non-commercial use of a consumer to (i) encode video in compliance with the VC-1 standard ("VC-1

Video") and/or (ii) decode VC-1 Video that was encoded by a consumer engaged in a personal and non-commercial 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. See <http://www.MPEGLA.com>;

13.3.2 MPEG AVC Notice. The Software is licensed under the AVC Patent Portfolio License for the personal and non-commercial use of a consumer to (i) encode video in compliance with the AVC standard ("AVC Video") and/or (ii) decode AVC Video that was encoded by a consumer engaged in a personal and non-commercial 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. See <http://www.MPEGLA.com>;

13.3.3 MPEG-4 Visual Notice. The Software is licensed under the MPEG-4 Visual Patent Portfolio License for the personal and non-commercial use of a consumer to (i) encode video in compliance with the MPEG-4 Visual standard ("MPEG-4 Video") and/or (ii) decode MPEG-4 Video that was encoded by a consumer engaged in a personal and non-commercial activity and/or was obtained from a video provider licensed by MPEG LA to provide MPEG-4 Video. No license is granted or shall be implied for any other use. Additional information including that relating to promotional, internal and commercial uses and licensing may be obtained from MPEG LA, L.L.C. See <http://www.MPEGLA.com>

13.4 Binding Effect; No Assignment; No Modifications/Amendments. This Agreement is binding upon the parties' respective representatives, successors and assigns; however, the parties shall not assign this Agreement without the other party's prior written consent. No modifications or amendments to this Agreement will be binding upon Us unless made in writing and duly executed by authorized representatives of both parties.

13.5 Remedies. Nothing in this Agreement is intended to waive or limit any remedy available to either party in law or in equity including, without limitation, any remedy available under International copyright laws.

13.6 Survival. The provisions of Sections 2 (CTL Programme), 3 (License Terms), 5 (Ownership), 9 (Your Obligations, Restrictions and Responsibilities), 10.3 (Effect of Termination), 11 (Limited Warranty; Liability Limitation), 12 (Export Compliance), and 13 (Miscellaneous) shall survive termination of this Agreement.

13.7 Severability. The inability to enforce any provision hereof shall not affect the right to enforce any other provisions of this Agreement; provided, however, that if any material element of this Agreement is found to be unenforceable, this Agreement may be terminated by the party attempting to enforce such element.

13.8 Governing Law. This Agreement specifically excludes the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such 'Convention', if otherwise applicable. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees as determined by a court of competent jurisdiction.

13.8.1 North America. If You purchased the Software in the Canada this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and You hereby irrevocably consent and attorn to the exclusive jurisdiction of the courts in Ottawa, Ontario, Canada. If You purchased or downloaded the Software in the United States then this Agreement is governed by the laws of the United States and the State where You reside, without reference to conflict of laws principles. Any dispute between You and COREL regarding this Agreement will be subject to the exclusive venue of the state and federal courts in the State where You reside. Nothing in this Agreement shall be construed to deprive You of sovereign immunity that is afforded You by applicable law.

13.8.2 European Union Member State. If You purchased the Software in a Member State of the European Union, this Agreement shall be governed by and construed in accordance with the laws of the United Kingdom and You hereby irrevocably consent and attorn to the exclusive jurisdiction of the courts in London, England.

13.9 Language. The original of this Agreement has been written in English and You hereby waive any right You may have under local laws in Your geographical territory to have this Agreement written in any other language. You represent and warrant that You have the ability to read and write in English and that You have read and understand this Agreement. If this Agreement is translated into a language other than English, the English version and interpretation shall govern and prevail. All communications between You and Us shall be in English.

ACADEMIC AMENDMENTS

The following additional terms apply only to academically Qualified Institutions, as defined below, purchasing Software under the CTL Programme pursuant to the Terms and Conditions of the CTL Programme Agreement which these Academic Amendments are annexed to and thereby incorporated.

1. The following subpart vi) shall be added to Section 4.1 (License Grant) of the CTL Programme Terms and Conditions:

vi) Subject to Qualified Institution's compliance with these Terms and Conditions and provided the Qualified Institution hosts the Software on an encrypted password protected .ftp site, hardware partition, blade, terminal server, or other virtualization environment for electronic software download ("ESD") distribution to Authorised Users and then only for use on Authorised Computers; the "Qualified Institution" shall have, during the term of the Agreement, the right to replicate and distribute the same number of copies of the Software as authorized by the Software Licenses purchased by the Qualified Institution as evidenced by the Software License Certificate. Use of the Software by an Authorised User, during the academic term at the Qualified Institution is governed by the COREL CTL. Notwithstanding the foregoing, Qualified Institution shall not be liable for the actions and omissions of its Student Authorised Users, but shall inform its Student Authorized Users of its obligations to comply with the COREL CTL. To the extent the foregoing is in conflict with applicable laws of the state where the Qualified Institution is located, such laws shall take precedence over this section. The Qualified Institution agrees that should any Authorised User cease to attend or work for an Academic Institution, the Qualified Institution shall request that such former Authorised User destroy any Software in the possession or control of such Authorised User. vii) Qualified Institutions have the option to purchase a Site License. The License Certificate will be determined by the number of Student Full Time Equivalent. The number of student FTE is calculated based on credit and/or contact hours reported by the

institution. Instructional activity defined by the United States Department of Education Integrated Postsecondary Education system (IPEDS) conversion: Quarterly calendar system – One FTE over 12 months equals (Undergraduate 45 credits hours 900 contact hours) plus (Graduate 36 credit hours). Semester/Trimester calendar system – One FTE over 12 month period equals (undergraduate 30 credit hours 900 contact hours) plus (Graduate 24 credit hours).

2. Definitions:

"Qualified Institution" means a university, technical college or other public or private accredited institution (including a department, faculty or distinct organizational unit of such Qualified Institution) whose sole purpose is to provide educational instruction, which has the legal capacity and authority to enter into this Agreement, and in whose name the License Certificate is issued.

"Authorised User" means any matriculated Student, or then-employed faculty, teaching staff or non-teaching staff member of the Qualified Institution.

"Authorised Computer" means any computer which is owned or used by the Qualified Institution or an Authorised User.

"Site License" means any installation of software on unlimited number of devices within the Qualified Institution.

"Student" means any individual registered as a part time or full time student of the Qualified Institution.

Schedule "A"
CTL Programme Definitions

The following definitions shall apply to this Agreement:

"COREL" also means the COREL entity identified on the License Certificate.

"Authorized Reseller(s)" means any reseller approved by COREL to resell Software Licenses, Maintenance Licenses under this Programme and to distribute the Software and any Maintenance Licenses pursuant to the Terms and Conditions of this Agreement.

"Documentation" means the documentation accompanying the Software.

"End User" means any individual who is authorized by You to use the Software in accordance with the Terms and Conditions of this Agreement.

"EULA" means COREL's end user license agreement as contained within the Software licensed pursuant to this Agreement.

"Home Use" means use of a second copy of Software on a home computer or computing device. If the software application is being used in China, India, Vietnam or Indonesia, you may not make or use a second copy of the software application on a home or portable computer.

"Incident" means the resolution of a distinct technical question, problem or issue regardless of the number of telephone calls required.

"License Certificate" means the license certificate document that references these Terms and Conditions that is delivered by COREL to You evidencing the quantity, type and term of COREL licenses purchased by You under the CTL Programme.

"Maintenance" means, in general, the provision as described in Section 6 (Maintenance) of this Agreement.

"Maintenance License" means the right to receive Maintenance services and support as defined in Section 6.1 (Maintenance License) of this Agreement.

"Maintenance Period" means, the period beginning on the date of purchase of the Maintenance License and which terminates as set forth in Section 6.2 (Maintenance Period) on the first anniversary of the date of purchase of such Maintenance License.

"Maintenance Price" means the current suggested list prices for Maintenance Licenses published by COREL or a COREL Authorized Reseller as amended from time to time.

"Multiplatform Use" means the use of equivalent versions of the Software on applicable Windows or Macintosh operating systems (excluding Unix and Linux platforms).

"Multilingual License" means the use of any or all equivalent COREL supported language versions of the Software in support of a single user on one (1) machine at any one time. COREL does not warrant or imply that any new language version will be produced for any Software product or, if so produced, when such new language version will be made commercially available by COREL.

"New Product" means either an entirely new Software product or a major revision of Software released by COREL that is consistently designated by COREL as a new product rather than as an Upgrade. If a question arises as to whether a major revision product offering is an Upgrade or a new product, COREL's opinion will prevail, provided that COREL treats the major revision product offering the same for its end uses generally.

"Perpetual License" means permitting the license use of the software indefinitely, without any recurring fee for continued use.

"Premium Technical Support" means, in addition to Classic Support (which includes immediate download and installation support for 30 days from purchase, Network Deployment Guide, support pages for each product and online support consisting of the Corel Knowledgebase and FAQ's), support on a per-incident basis.

"Software" means, collectively, the software set out on the License Certificate and any Upgrades and Updates licensed to You under this Agreement.

"Software License" means the license to use the Software as described in Section 4.1 (License Grant) of this Agreement.

"Software Prices" means the current list prices for Software Licenses published by COREL as amended from time to time.

"Update(s)" has the meaning given it Section 8.1 (Updates).

"Upgrade" means a revision of Software released by COREL during the Maintenance Period that is consistently designated by COREL as an "Upgrade", rather than a New Product. In most instances an Upgrade will generally be designated by a version number change in the Software immediately to either the right or the left of the decimal (e.g. version 5.1 to 6.0, or version 6.0 to 6.1).

Exhibit C1 – Corel End User License Agreement

COREL END USER LICENSE AGREEMENT

IMPORTANT: THIS IS A LICENSE, NOT A SALE

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