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

Date

2/8/19

Corel Corporation

Signature

Brad Jewett

Name and Title

Date

2/6/2019
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.

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**Midwestern Higher Education Commission**

**Signature**

**Name and Title**

Date

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**Corel Corporation**

**Signature**

**Name and Title**

Date

20 February 2018
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 affect 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 Speak, 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 CORPORATION
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, Hawaii, 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 tortuous 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:

<table>
<thead>
<tr>
<th>TO MHEC:</th>
<th>TO VENDOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Nathan Sorensen</td>
<td>Name: Brian Hanlon</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>105 Fifth Avenue South, Suite 450</td>
<td>1600 Carling Avenue</td>
</tr>
<tr>
<td>Minneapolis, Minnesota 55401</td>
<td>Ottawa, Ontario K1Z 8R7</td>
</tr>
<tr>
<td>Email: <a href="mailto:Nathans@mhec.org">Nathans@mhec.org</a></td>
<td>Email: <a href="mailto:Brian.Hanlon@Corel.com">Brian.Hanlon@Corel.com</a></td>
</tr>
<tr>
<td>Fax: 612-767-3353</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

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.

Midwestern Higher Education Commission

Signature: Larry Isaac
Name: Larry Isaac
Title: President
Address: 105 Fifth Avenue South, Suite 450
Minneapolis, Minnesota, 55401
Date: 1/31/14

VENDOR

Signature: Thomas Bergquist
Name: Thomas Bergquist
Title: CEO
Address: Corel Corporation
1000 Carling Avenue
Ottawa, Ontario K1Z 8T1
Date: JAN 30 2014
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.


<table>
<thead>
<tr>
<th>Description</th>
<th>Suggested Price per FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MHEC Creative Pack License - 1500 - 3000 Students</td>
<td>$4.50</td>
</tr>
<tr>
<td>MHEC Creative Pack License - 3000 - 9999 Students</td>
<td>$4.00</td>
</tr>
<tr>
<td>MHEC Creative Pack License - 10000 -19999 Students</td>
<td>$3.50</td>
</tr>
<tr>
<td>MHEC Creative Pack License - 20000 - 39999 Students</td>
<td>$3.00</td>
</tr>
<tr>
<td>MHEC Creative Pack License - 40000+ Students</td>
<td>$2.50</td>
</tr>
<tr>
<td>MHEC Creative Pack 1 Year Maintenance - 1500-3000 Students</td>
<td>$1.80</td>
</tr>
<tr>
<td>MHEC Creative Pack 1 Year Maintenance - 3000-9999 Students</td>
<td>$1.60</td>
</tr>
<tr>
<td>MHEC Creative Pack 1 Year Maintenance - 10000-19999 Students</td>
<td>$1.40</td>
</tr>
<tr>
<td>MHEC Creative Pack 1 Year Maintenance - 20000+ 39999 Students</td>
<td>$1.20</td>
</tr>
<tr>
<td>MHEC Creative Pack 1 Year Maintenance - 40000+ Students</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

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.

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

<table>
<thead>
<tr>
<th>CorelCAD 2013</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CorelCAD 2013 Single User Education License ML</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COREL</th>
<th>DRAW TECHNICAL</th>
<th>SUITE X6</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CorelDRAW Technical Suite X6 Single User Education License ML</td>
<td>$15.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COREL</th>
<th>DRAW GRAPHICS</th>
<th>SUITE X6</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CorelDRAW Graphics Suite X6 Single User Ed Lic ML</td>
<td>$15.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MOTIONSTUDIO 3D</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corel MotionStudio 3D Single User Education License ML</td>
<td>$15.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>PAINTSHOP PRO X8</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>PaintShop Pro X6 Single User Education Edition License ML</td>
<td>$15.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>PAINTER X3</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painter X3 Single User Education Lic</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COREL</th>
<th>PDF FUSION</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corel PDF Fusion 1 Education Single User License EN</td>
<td>$15.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VideoStudio Pro + PaintShop Pro Bundle</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>VideoStudio Pro + PaintShop Pro 1 Single User Education Lic ML</td>
<td>$30.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CREATOR NXT</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creator NXT 1 Single User Education Lic ML</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WORDPERFECT OFFICE X6</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>WordPerfect Office X6 Education Single User License EN (inc WP,QP,PR,Paradox)</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PINNACLE STUDIO 16</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pinnacle Studio 16 Education Single User License EN</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AFTERSHOT PRO</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Shot Pro Education Single User License EN</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SITE LICENSE BUNDLE</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Products - WP, CDGS, CDTS, PDF, Painter, PSPP</td>
<td>$50.00</td>
</tr>
</tbody>
</table>
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
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 IN THIS AGREEMENT, 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.

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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.

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