

Corel Graphics Enterprise License Program (CGEL)

Terms and Conditions

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1. **Statement of Purpose.** Corel has created the Corel Graphics Enterprise License Program ("Program") to provide Enterprise customers with a competitive, flexible way to license Corel Graphics software products for their entire company. By enrolling in the Corel Graphics Enterprise License Program, Enterprise customers purchase per seat licenses for all the Authorized Users in the Enterprise, which allows Authorized Users to install any or all of the Software products available in the Corel Graphics Pool. This license sets out the terms and conditions of any Software licence or renewal licence purchased by Licensee under this Program only and does not constitute an agreement for the purchase and sale of any such Software licence or Renewal licence (the "Licence").
2. **Definitions.** Capitalised terms, as used in this Licence are defined in Schedule "A" attached hereto.
3. **Licences.** The Licensee receiving this Licence will remain fully liable for the actions and omissions relative to all rights and obligations granted under the Program.
 - 3.1 **Software.** Subject to Licensee's compliance with the EULA and the terms of this Licence, Corel grants Licensee the following non-exclusive and non-transferable rights to:
 - i. Install as many copies of the Software as is set out on the License certificate accompanying this Licence;
 - ii. Use as many copies of the Software as is set out on the License certificate accompanying this Licence. Licensee must acquire a licence for each Authorized User in the Enterprise of the Software which is in use;
 - iii. Home Use for the Software is permitted only if Licensee has purchased Maintenance;
 - iv. Create one back-up copy of the Software in support of the authorised use of the Software;
 - 3.2 **Limitations.** The rights granted in this Section 3 are subject to the terms and conditions of this Licence.
 - 3.3 **Licence Purchases.** Nothing contained in this Licence shall be deemed to be considered as an offer to sell a Software licence or renewal license to Licensee. Licensee shall purchase a Software licence or renewal licence direct from Corel or a Corel Authorised Reseller.
 - 3.4 In the event of a conflict between the EULA and these terms and conditions, these terms and conditions shall prevail.
4. **Term and Termination**
 - 4.1 **Term.** The term of this Licence shall commence on the date stated on the License certificate accompanying this Licence, and shall continue in perpetuity, unless otherwise terminated in accordance with this Section 4.
 - 4.2 **Maintenance Renewal.** Customers may renew the Maintenance Support for a subsequent period of three (3) years upon payment of the then current License fee direct to Corel or through a Corel Authorized Reseller.
 - 4.3 **Event of Breach.** In the event of breach of this Licence by Licensee, this Licence may be terminated by Corel giving Licensee thirty (30) calendar days written notice of termination, during which time the breach may be cured. If at the end of said notice period the breach is not cured, this Licence shall terminate without further notice.
 - 4.4 **Non Payment.** In the event that Licensee fails to pay any sums owing to Corel or a Corel Authorised Reseller in compliance with Corel or the Corel Authorised Reseller's payment terms, Corel may terminate Licensee's rights pursuant to this Licence with immediate effect upon notice to Licensee.
 - 4.5 **Effect of Termination.** In the event of termination due to breach Licensee's rights under this Licence shall immediately expire and Licensee must de-install and certify

in writing to Corel that it has de-installed all Software licenced pursuant to this agreement from Licensee's server and erase or destroy any Software contained on Licensee computers and/or computer diskettes and/or other storage media in its possession or under its control.

5. Price Levels

5.1 Determining Price Level. In order to determine which price level your Enterprise qualifies for, you need to first determine the number of Authorised Users in your Enterprise. The number of Authorised Users in your Enterprise is the total number of employees in your Enterprise who use a laptop or desktop PC provided by the Enterprise on a daily basis as part of their job function within the company. Using the number you have obtained you can determine your corresponding Price Level A, B, C, or D by looking at the table in Section 5.2 below.

5.2

| Number of Authorised Users | Price Level |
|----------------------------|-------------|
| 250 to 2,399 | A |
| 2,400 to 5,999 | B |
| 6,000 to 14,999 | C |
| 15,000 and above | D |

5.3 Price list. A full price list, detailing each of the Price Levels indicated above is available direct from Corel or a Corel Authorized Reseller.

6. Payment

6.1 License Payment. Licensee shall pay Direct to Corel or through a Corel Authorized Reseller a one time lump sum payment for enrollment in the Corel Graphics Enterprise License, based on the price levels indicated in Section 5.

6.2 Maintenance Payment. If Licensee wishes to purchase Maintenance Licensee may only do so at the time of License purchase. Licensee may elect to purchase an initial Maintenance term in one (1), two (2) or three (3) year intervals. Licensee may elect to pay the entire Maintenance term at the time of License purchase, or alternatively may elect to make annual payments for each year that Maintenance is purchased, once per year on the

anniversary of the License purchase. However, Maintenance Renewal after the initial Maintenance term, can only be purchased for a term of three (3) years.

7.0 Updates and Technical Support. All Program Customers are entitled to receive Updates and Technical Support, regardless of whether they purchase Maintenance.

7.1 Updates. Customer shall be entitled to obtain Updates by requesting one copy of the media, via download or electronic delivery, for such Updates from Corel or its authorised representative. Customer shall have the right to load copies of any such Updates of the Software to supplement or replace, as the Update requires, copies of prior releases of the Software, up to the number Authorised Users of the Software.

7.2 Technical Support. Under this Agreement. Licensee shall be entitled to receive (i) free-of-charge electronic web-based support (i.e. Knowledge base and other online tools) and (ii) email support in respect of basic installation and configuration issues. Such support is only available in respect of the most current version of the Software ("Technical Support"). Corel will address technical support requests on a reasonable efforts basis only and may not be able to resolve all problems or requests. Corel agrees to support the Software only if it is used under appropriate operating conditions, and in conjunction with hardware systems, components and software operating systems for which it was designed. Corel reserves the right to change the terms and conditions of its Technical Support offering without notice

8. Maintenance In addition to Updates and Technical Support, Customers who purchase Maintenance shall be entitled to receive Upgrades, and Premium Support as set out below.

8.1 Upgrades. Maintenance Customers shall be entitled to obtain Upgrades by purchasing a copy of the media via download or electronic delivery and/or any related documentation for such Upgrades from Corel or its authorised representative. Customer shall have the right to load copies of any such Upgrades to replace copies of prior releases of the Software up to the number of Authorised Users of the Software.

8.2 Premium Support. Licensee shall receive premium technical support **in the amount of 1 Incident: 100 licenses: per year.** Premium technical support is only available in

selected countries as specified by Corel from time to time.

- 8.3 **Availability.** Nothing in this Licence shall be construed to warrant or imply that Upgrades and/or related documentation or Updates will be produced for any product or, if so produced, when such Upgrades or Updates will be made commercially available.
9. **True-up.** Corel has the right to conduct an audit once per Annual Period or more frequently as it sees fit to ensure that the number of licenses purchased reflects the total number of Authorised Users in the Enterprise.
- 9.1 **True-up Review.** Corel shall send notice to Licensee sixty (60) days before the anniversary of the Program enrollment to conduct a True-up review. No later than fifteen (15) calendar days after the anniversary of the Program enrollment Licensee must provide Corel with a statement signed by an authorised officer or representative of Licensee evidencing Licensee's current use of Software. The number of licenses must match the total number of Authorised Users in the Enterprise. If Licensee has deployed more licenses than those purchased through the Program, Licensee must submit a True-up Order for the difference. Licensee shall maintain adequate records evidencing its Use and licensing of the Software pursuant to this Licence.
- 9.2 **True-up Order.** True-up Orders can be placed any time throughout the calendar year, but must be placed at least once per calendar year after enrollment in the Program. Licensee shall submit the True-up order direct to Corel or through a Corel Authorized Reseller who will assist Licensee in purchasing additional licenses or adjusting the Price Level accordingly to match the total number of Authorised Users in the Enterprise.
10. **Audit Rights.** If Corel has reason to believe that Licensee

is not in compliance with the licensing or reporting provisions of this Licence, or that the True-up review is not an accurate representation of the Licensee's Use of the Software, Corel may, at its own expense and upon not less than forty-eight (48) hours' prior written notice, audit Licensee's Use of the Software. If the audit shows that Licensee has understated its Use of the Software, Licensee shall immediately purchase, from Corel or a Corel Authorised Reseller, sufficient licences to support the actual Use. If Licensee has understated its Use by more than five percent (5%), Licensee shall also pay the reasonable expenses of the audit.

11. Miscellaneous

- 11.1 **Modifications.** Corel expressly reserves the right to modify the Software Prices and Renewal Prices from time to time, and each payment Licensee makes shall be calculated according to prices current at time of payment.
- 11.2 **Binding Effect/Assignment.** This Licence is binding upon the parties' respective representatives, successors and assignees; however, Licensee shall not assign this Licence without the prior written consent of Corel. Corel shall be entitled to assign this Licence to any purchaser of Corel's rights to any of the Software.
- 11.3 **Remedies.** Nothing in this Licence is intended to waive or limit any remedy available to Corel at law or in equity, including without limitation any remedy available under International copyright law.
- 11.4 **Reference.** By enrolling in the Corel Graphics Enterprise License Program, Licensee agrees to act as a named reference and participate in case studies as reasonably requested by Corel from time to time.

Schedule "A" - Definitions

The following definitions shall apply to this Licence:

Authorized Reseller. means a reseller authorized by Corel to resell and distribute non-academic versions of the Software.

Authorized Users. means each person in an Enterprise who actively uses a desktop or laptop computer as their primary computing device in the workplace.

Corel Graphics Pool. includes the following Corel Software products: CorelDRAW® Graphics Suite, Corel DESIGNER® Technical Suite, and CorelDRAW® Essentials.

End User. means any individual who is authorised by Licensee to Use the Software in accordance with this Licence.

Enterprise. means an entire legal entity, not partial entities such as departments, divisions or business units. Each affiliate of the Enterprise must be entirely "in" or entirely "out" of the Program enrollment. Corel at its sole discretion, may allow a single Site belonging to an Enterprise to enroll in the Program, as long as all Authorized Users at the designated Site participate in the Program.

EULA. means Corel's end user licence agreement as contained within the Software licensed pursuant to this Licence.

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

Internal Use. means Use for Licensee's internal business only.

Licensee. means, the Licensee stated on the front of this Licence.

Home Use. means when the Licensee has purchased Maintenance and has the right to Use a second copy of the Software on a secondary computing device such as a portable computer or a home personal computer, so long as the second copy is never in memory or virtual memory at the same time the primary copy is in memory or virtual memory on the primary computer.

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 user Licensees generally.

Software. means, collectively, the Software and any Upgrades and Updates licensed by Licensee under this Licence.

Software Prices. means the current suggested list prices for Software licences published by Corel or a Corel authorized reseller as amended from time to time.

True-up. means a mandatory review conducted on a yearly basis or more frequently as determined by Corel to ensure that the total number of licences purchased through the Program matches the total number of Authorised Users in an Enterprise.

Update. means a fix or compilation of fixes released by Corel to correct operational defects (program bugs) in the Software and which is generally provided by Corel without additional charge to end users of its standard, retail, shrink-wrap versions of the Software.

Upgrade. means a revision of Software released by Corel during the term of Maintenance 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.