

**COREL HIGHER EDUCATION
LABORATORY SITE LICENSE
(Terms and Conditions)**

1. **Statement of Purpose.** The Agreement describes the terms and conditions under which Customer may participate in the COREL Higher Education Laboratory Site License Program (the "Program") and use Software purchased under the Program. Only Qualified Institutions, as defined in this Agreement, are eligible to participate in this Program.
2. **Definitions.** Capitalized terms, as used in the Agreement, are defined in Schedule "A" hereto. Unless otherwise indicated references in the Agreement to a particular section refer to a section within this Agreement.
3. **Licenses.** The terms set forth in this Agreement are the exclusive terms governing the Site License purchased by Customer from a COREL Authorized Reseller under the Program and use of the Software by Authorized Users. The Customer named on the License Certificate shall remain fully liable for the actions and omissions of Authorized Users. The rights granted are conditional upon Customer's continued compliance with the provisions of this Agreement.
 - 3.1 **License Grant.** Subject to Customer's compliance with the terms of this Agreement, Customer shall have the following non-exclusive and non-transferable right to install and use copies of the Software on any Authorized Computers at the Site for use by Authorized Users .
 - 3..2 **Limitations.** The rights granted in this Section 3 are subject to the terms and conditions of the Agreement, including, but not limited to, the restrictions set forth in Sections 3.3 to 3.5 below.
 - 3.3 **Protection.** Customer agrees to take reasonable steps to protect the Software and Documentation from unauthorized copying or use. Customer shall not disassemble or decompile the Software. Where Customer has a statutory right to disassemble or decompile the Software for the purpose of obtaining information needed to achieve interoperability with other programs, Customer agrees that such right may not be exercised unless COREL fails to respond within sixty (60) days after receipt of a written request to provide the necessary information.
- 3.4 **Ownership.** No title to, or ownership of, the Software is transferred to Customer under this Agreement or under the Program.
- 3.5 **Restrictions.** Except as expressly authorized in this Agreement, Customer agrees not to rent, lease, time share, sublicense, distribute, transfer, copy, reproduce, display, or modify the Software.
- 3.6 **License Purchases.** Nothing contained in this Agreement shall be deemed to be considered as an offer to sell copies or licenses of Software to Customer. Customer shall purchase all of Customer's licenses, media and Documentation requirements for the Software from a COREL Authorized Reseller. This Agreement sets out the terms and conditions for use of all licenses, media and Documentation purchased by Customer under the Program only and does not constitute an agreement for the purchase and sale of any such components.
4. **Support.** Customer shall only be entitled to receive free-of-charge web based support (i.e. Knowledge base and other online tools).
5. **Maintenance**

The following rights are only granted to Customer in respect of Software for which Maintenance has been acquired. All rights under this Section 5 will terminate upon expiration of the term of the Maintenance.

 - 5.1 **Upgrade Protection.** Subject to Section 5.3, Licensee shall have the right to install copies of any Upgrades of the Software to supplement or replace copies of prior releases of the Software, as authorized under this Agreement. If Licensee requires additional copies of the media for such Upgrades, Licensee must purchase such media from a COREL Authorized Reseller.
 - 5.2 **Updates.** Licensee shall be entitled to obtain Updates by requesting one copy of the media for such Updates from COREL or its authorized representative. Licensee shall have the right to make and distribute 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 of Desktops authorized under Licensee's License. Licensee shall be entitled to purchase additional copies of the media for such Updates from COREL or its authorized representative.
- 5.3 **Availability.** Nothing in this Agreement shall be construed to warrant or imply that Upgrades and/or Updates will be produced for any product or, if so produced, when such Upgrades and/or Updates will be made commercially available.
6. **Audit Rights.** A maximum of once per Annual Period or more frequently if COREL has reason to believe that Customer is not in compliance with the licensing provisions of this Agreement, COREL may, at its own expense and upon not less than forty-eight (48) hours prior written notice, audit Customer's use of the Software. Customer shall provide reasonable access and assistance to COREL, its agents or representatives, to permit such an audit to be conducted effectively. If the audit shows that Customer's actual use exceeds the license acquired, Customer shall immediately purchase, from a COREL Authorized Reseller, sufficient licenses to support its actual use. If Customer has understated its use by more than five percent (5%) or if Customer has permitted use by non-Authorized Users, Customer shall pay the reasonable expenses of the audit. Customer shall maintain adequate records evidencing its use and licensing of the Software during the terms of this Agreement and until two years after termination or expiration hereof.
7. **Term and Termination.**
- 7.1 **Term.** The term of this Agreement is perpetual subject to the provisions of Section 6.2 below.
- 7.2 **Termination.** The Agreement shall terminate on the thirtieth (30th) day after COREL gives Customer written notice of breach by Customer of any material term or condition of this Agreement unless the breach is cured before that day.
- 7.3 **Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, Customer's rights under this Agreement shall immediately expire. Customer shall de-install, and shall certify to COREL that it has de-installed, all copies of the Software.
- 7.4 **Remedies.** Nothing in this Agreement 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 laws.
8. **Limited Warranty/Liability Limitation.** THE SOFTWARE IS LICENSED BY COREL TO CUSTOMER ON AN "AS IS" BASIS. IF CUSTOMER PURCHASES DEFECTIVE MEDIA OR DOCUMENTATION RELATING TO THE SOFTWARE, CUSTOMER MAY RETURN THEM TO COREL 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, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL COREL OR ITS LICENSORS BE LIABLE TO CUSTOMER FOR DAMAGES INCLUDING ANY LOSS OF PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF CUSTOMER'S USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF COREL, ITS LICENSORS OR AN AUTHORIZED COREL RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE.
9. **U.S. Government Rights.**
- 9.1 **U.S. GOVERNMENT RIGHTS.** The Software under this Agreement is "commercial computer software" as that term is described in 48 C.F.R. 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its

successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement ("DFAR") and its successors. **The contractor/manufacture is Corel Corporation, 1600 Carling Ave., Ottawa, Ontario, Canada, K1Z 8R7.**

10. Miscellaneous

- 10.1 Modifications/Amendments. Except as specifically provided for herein, all modifications require a mutual written agreement signed by authorized signing officers both parties.
- 10.2 Superseding Agreement. This Agreement is the entire agreement between the parties with respect to its subject matter, and supersedes any prior agreement between the parties, whether written or oral. During the term hereof, this Agreement shall govern Customer's use of all Software acquired and/or used under the Program.
- 10.3 Governing Law. This Agreement shall be governed by the laws of the State of Delaware. Customer hereby consents and attorns to the jurisdiction of the courts of such state. Each party waives any right, and agrees not to apply to have any disputes under this Agreement tried or otherwise determined by a jury, except where

required by law.

- 10.4 Severability. The inability to enforce any provision hereof shall not affect the right to enforce any other provisions; 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.
- 10.5 Binding Effect/Assignment. This Agreement is binding upon the parties' respective representative, successors, and assigns; however, Customer shall not assign this Agreement without the prior written consent of COREL. COREL shall be entitled to assign this Agreement at any time.
- 10.6 Survival. The provisions of Sections 6.3, 8, and 9 shall survive termination or expiration of this Agreement.
- 10.7 Language. The original of this Agreement has been written in English and Customer waives any right it may have under the laws of Customer's territory to have this Agreement written in any other language. Customer represents that it has the ability to read and write in English and has read and understands 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 the parties hereunder shall be in English.

SCHEDULE "A"

Definitions

The following definitions shall apply to this Agreement:

Authorized Computer means any computer which is controlled by the Customer.

Authorized User means any Student, Teacher, staff or faculty member of the Customer.

Agreement means this agreement and any schedules attached hereto.

Corel Authorized Reseller means any reseller approved by COREL to sell Software under this Program as communicated from time to time by COREL to Customer.

Customer means, the Qualified Institution or department, faculty or distinct organizational unit of any Qualified Institution who has the legal capacity and authority to enter into this Agreement and in whose name the Certificate for the Site License is issued.

Documentation means the end user manuals in hard copy and/or electronic format relating to the Software and provided with the standard, retail, shrinkwrap versions of the Software.

Qualified Institution means a university, technical college or other public or private accredited institution providing higher education whose sole purpose is to provide educational instruction. The institution must be accredited by an association recognized by its County's/State's/ Province's ministry or department of education and which is located in the United States of America or Canada.

Site means a distinct physical computer laboratory contained within one room at a location controlled by the Customer as specified on the License Certificate issued by COREL.

Software means (collectively or individually, as the context requires) the COREL software product or products licensed under this Site License, as updated by COREL from time to time, together with any Documentation, Updates and/or Upgrades licensed by Customer under this Agreement.

Student means any individual registered as a part time or full time student with the Customer.

