

## **Partner Portal Terms and Conditions**

These Partner Portal Terms and Conditions (the “Terms”) govern the access to and use of this website (the “Portal”) and any information or materials made available through the Portal (collectively, the “Materials”). By accessing the Portal and/or the Materials, you agree to these Terms. Parallels International GmbH is providing the Portal and Materials with respect to all Products that are branded “Parallels”. Corel Corporation is providing the Portal and Materials with respect to all other Products.

### **Commonly-Used Terms**

“Corel” shall refer to Parallels International GmbH and Corel Corporation, collectively.

“Partner” means any distributor, reseller, original equipment manufacturer (OEM), individual software vendor (ISV), managed service provider (MSP), or other business partner accessing the Portal and/or the Materials.

“Products” shall mean the products and services referenced in this Portal.

### **Grant of Access**

Partner may only access the Portal and Materials if Corel has granted such access to Partner. Partner will use the Portal solely in accordance with these Terms and the Privacy Statement for [Corel](#) or [Parallels](#) (or any successor sites) as applicable to the Products. Any rights not expressly granted to Partner under these Terms are reserved by Corel.

Access to the Portal may be unavailable without notice at certain times, and Corel will not be liable for any damages or losses that may result from such unavailability. Corel has the right to terminate or discontinue Partner or any of its personnel’s access to the Portal, at its convenience at any time. Partner may only purport itself as being an authorized reseller of the Products if Partner has and maintains access to the Portal.

### **Portal Profile**

Partner will maintain its current profile in the Portal and provide relevant, up-to-date contact details of its personnel who it authorizes to access the Portal.

### **Partner Responsibilities**

If Partner purports to be a reseller of Products, to maintain its status as a recognized Corel reseller, Partner must follow the Reseller Guidelines located [here](#) (or any successor site).

Any use of Materials by Partner in a public-facing manner must be pre-approved by Corel.

### **Precedence of Partner Agreement**

Certain Partners may have already entered into a contract with Corel that addresses some or all of the provisions under these Terms before accessing the Portal and/or Materials. Where such contract exists, it shall take precedence over these Terms in the event of any conflict between the provisions herein and the provisions of that contract.

### **Intellectual Property**

Partner may use the trademarks, logos and service marks listed on the Portal (or any successor site) (the “Marks”) solely to (1) offer for sale, sell, market and promote the Products, and (2) assist Corel in selling the Products (collectively, the “Purpose”). In using the Marks, Partner agrees to comply with the following trademark usage guidelines:

- <http://www.corel.com/en/trademarks/>
- <https://www.mindmanager.com/en/company/legal/trademarks/>
- <http://www.parallels.com/en/trademarks/>
- <https://www.parallels.com/about/brand-assets/>.

Corel does not allow third parties to use “Corel”, “Parallels” or any other trademarks or product names in an Internet domain name unless previously agreed by Corel in writing.

### **Confidentiality**

All non-public, confidential, or proprietary information of Corel (“Confidential information”), including, but not limited to, serial numbers, registration keys, activation codes, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Corel to Partner, whether orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential”, and the Materials (unless otherwise indicated by Corel), (1) is confidential, (2) may only be used by the Partner for the Purpose and as directed by Corel and (3) may not be disclosed or copied unless authorized by Corel in writing. Partner shall at all times hold and maintain the secrecy of the Confidential Information. Partner shall not disclose the Confidential Information to others except to its employees and contractors on a strictly “need to know” basis. All employees and contractors of Partner to whom it intends to disclose the Confidential Information on the foregoing basis shall ensure that such individuals have executed beforehand agreements containing restrictions no less strict than those contained these Terms. Upon Corel’s request, Partner shall promptly return or destroy all documents and other materials received from Corel comprising, bearing, or containing any Confidential Information. Corel shall be entitled to injunctive relief for any violation of Partner’s confidentiality obligations. Partner shall promptly report to Corel any actual or suspected violation of its confidentiality obligations, and shall take all reasonable steps to prevent, control, or remedy such violation. Confidential Information shall not include information that Partner can conclusively establish that: (a) is or becomes publicly available without breach of the Terms; (b) can be shown by documentation to have been known to Partner prior to its receipt from Corel; (c) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act; or (d) can be shown by documentation to have been developed by Partner without reference or reliance to any of Corel’s Confidential Information. If Partner becomes legally compelled to disclose any Confidential Information, Partner shall provide: (i) where permitted by law, prompt written notice of such requirement so that Corel may seek, at its sole cost and expense, a protective order or other remedy; and (ii) reasonable assistance, at Partner’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Partner remains legally required to disclose any Confidential Information, Partner shall disclose no more than that portion of Corel’s Confidential Information which, on the advice of Partner’s legal counsel, Partner is legally required to disclose.

### **Governing law**

If Partner is a resident in a country of the European Union, Iceland, Norway or Switzerland, these Terms shall be governed by local law. If Partner is a resident of any other country, unless expressly prohibited by local law, these Terms shall be governed by the laws of the United States and the State of Delaware.

### **Translations**

If Corel has provided a translation of the English language version of these Terms, such translation is provided for convenience only and this English language version, not the translation, shall be legally binding on the parties.

**Severability**

If any provision of these Terms is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force.

**Changes and Notices**

Corel reserves the right to change these Terms from time to time at its sole discretion. Corel may provide notices regarding these Terms, the Products, the Portal, or any related matter to Partners (1) via email or (2) on this page or a similar page of the Portal. Partner agrees to provide accurate, current, and complete information as necessary for Corel to communicate with Partner from time to time regarding the Products, the Portal, or any related purpose. The delivery of any notice is effective when sent or posted, regardless of whether Partner read the notice or actually received the delivery. Partner shall promptly notify Corel of any changes that affect Partner's compliance with these Terms and/or Reseller Guidelines.