

COREL TRAINING PARTNER PROGRAM

The [Corel Training Partner Program](#) (the "CTPP") is designed for those commercial businesses and individuals located in North America (Canada and the United States of America), Europe, Middle East and South Africa, New Zealand and Australia that provide training on Corel software products; and if they satisfy the CTPP pre-requisites are invited to apply for membership into the CTPP to corel.training@corel.com. Acceptance is based on compliance with the program requirements set forth in this document (including the Corel Training Partner Program Agreement, its exhibits or appendices, any additional terms Corel Corporation ("Corel") deems appropriate to include in the program, as well as the need for such services in the geographical area). The CTPP provides the Corel Training Partner (who successfully completes the CTPP and remains in good standing) with tools and resources to provide training on leading Corel software products, recognition as an authorized Corel Training Partner with the ability to create opportunities to promote not only its training services but Corel's software solutions as well. If accepted into the CTPP, the Corel Training Partner will be eligible to access certain Corel software products ("Product(s)") and support services (collectively "CTPP Benefit(s)") for corresponding fees ("Membership Fee(s)"). The CTPP membership renews annually at Corel's then-current CTPP Membership Fee pricing as published on the [Corel Training Partner Program](#) web site. CTPP Benefits are limited to those Products that Corel, in its sole discretion, makes available, from time to time, to Corel Training Partners in good standing who meet the CTPP Benefits eligibility requirements (the "Membership Pre-requisite(s)"). Currently available CTPP Benefits, Membership Fees, Membership Pre-requisites and any terms, conditions and restrictions for the CTPP are described in the Corel Training Partner Program Agreement below.

COREL TRAINING PARTNER PROGRAM AGREEMENT

This Corel Training Partner Program Agreement, its exhibits and appendices (collectively the "CTPP Agreement") sets forth the terms and conditions agreed to between Corel Corporation, 1600 Carling Avenue, Ottawa, Ontario K1Z 8R7 Canada, and the individual or entity identified as the prospective Corel Training Partner (the "CTP") on the [CTPP Membership Application](#) (the "Membership Application"). Corel reserves the right in its sole discretion, at any time and from time to time, to modify the CTPP, the CTPP Agreement and any exhibits or appendices thereto, or to terminate a CTP's membership or the CTPP subject to the terms of this CTPP Agreement. The CTP's payment of the Membership Fees and/or continued participation in the CTPP shall constitute CTP's acknowledgement and acceptance of the CTPP Agreement. Corel reserves the right, at any time and from time to time, to add additional terms, restrictions, conditions and/or CTPP Benefits (collectively, "Additional Terms"). CTP hereby acknowledges and agrees that Corel may, in its sole discretion, require as a pre-requisite to making new CTPP Benefits available to CTP that CTP separately accept such Additional Terms. Notwithstanding the foregoing sentence, CTP's payment of the Membership Fee, any renewal fee, participation in the CTPP, and/or use of any such new CTPP Benefits shall constitute CTP's acknowledgement and acceptance of any such Additional Terms. Terms not otherwise defined in this CTPP Agreement or Exhibit A: General Terms and Conditions to the CTPP Agreement below shall have the meaning given them in the CTPP documentation received by the prospective CTP. Any conflict between the CTPP Agreement, the [Corel Training Partner Program](#) web site or any other CTPP web page, or any documentation not incorporated into the CTPP Agreement as an exhibit or appendix thereto shall be resolved (with respect to such conflict) in favor of the CTPP Agreement.

The following "**Exhibits**" to the CTPP Agreement are attached to and hereby incorporated in and made part of the CTPP Agreement by this reference:

Exhibit A: General Terms and Conditions to CTPP Agreement

Exhibit B: CTPP Benefits to CTPP Agreement

Exhibit C: Corel Support Services to CTPP Agreement

Exhibit D: Corel Marks Terms on Use to CTPP Agreement

Exhibit E: CTPP Membership Application

PLEASE CAREFULLY REVIEW THE TERMS AND CONDITIONS OF THIS CTPP AGREEMENT. THIS CTPP AGREEMENT IS NOT EFFECTIVE UNLESS AND UNTIL THE PROSPECTIVE CTP HAS RECEIVED A CTP WELCOME KIT OR OTHER WRITTEN NOTICE OF ACCEPTANCE (COLLECTIVELY, "NOTICE OF ACCEPTANCE") INTO THE CTPP FROM COREL. THE EFFECTIVE DATE OF CTPP MEMBERSHIP SHALL BE THE ACCEPTANCE DATE ON COREL'S NOTICE OF ACCEPTANCE TO THE CTP (UNLESS OTHERWISE INDICATED IN THE NOTICE OF ACCEPTANCE FROM COREL). UNTIL SUCH TIME THE PROSPECTIVE CTP IS NOT ELIGIBLE FOR ANY CTPP BENEFITS. BY SUBMITTING ITS MEMBERSHIP APPLICATION TO COREL, THE PROSPECTIVE CTP REPRESENTS AND WARRANTS THAT: (I) IT HAS READ AND UNDERSTANDS THE TERMS OF THIS CTPP AGREEMENT DRAWN UP IN ENGLISH, INCLUDING EACH EXHIBIT HERETO; (II) IT IS BECOMING A PARTY TO THIS CTPP AGREEMENT, CONSENTING AND AGREEING TO BE BOUND BY ALL THE TERMS OF THIS CTPP AGREEMENT UPON RECEIPT OF THE NOTICE OF ACCEPTANCE INTO THE CTPP FROM COREL; (III) ALL INFORMATION IN THE MEMBERSHIP APPLICATION IS COMPLETE, TRUE, ACCURATE AND NOT MISLEADING; AND (IV) THE PERSON SUBMITTING THE MEMBERSHIP APPLICATION ON BEHALF OF THE NAMED PROSPECTIVE CTP INDIVIDUAL OR ENTITY IS DULY AUTHORIZED TO BIND SUCH CTP TO THESE TERMS. IF CTP DOES NOT AGREE WITH THE TERMS OF THIS CTPP AGREEMENT CTP IS NOT ELIGIBLE TO PARTICIPATE IN THE CTPP.

EXHIBIT A
GENERAL TERMS AND CONDITIONS TO CTPP AGREEMENT

Terms not otherwise defined in this Exhibit A (General Terms and Conditions to CTPP Agreement) shall have the meaning given them in the CTPP Agreement. In connection with the CTP's participation in the CTPP, CTP and Corel agree as follows:

1. **Applying for Membership.** Prospective CTPs must submit a completed Membership Application, include any marketing materials that advertise, promote and/or market its business in the geographical area it provides training services and any additional documents that may be described in the [Membership Application](#) (the form of which is attached to the CTPP as Exhibit E (CTPP Membership Application)). Corel will evaluate the prospective CTP's Membership Application and upon conclusion of Corel's evaluation it will notify the prospective CTP of Corel's decision. Membership in the CTPP is an opportunity (not a right) and acceptance in to the CTPP is determined by Corel in its sole discretion. Corel may reject any prospective CTP and/or any Membership Application for any reason whatsoever or for no reason. If accepted for membership in the CTPP, any expenses incurred by CTP are the sole responsibility of such CTP. Membership in the CTPP is not effective unless and until CTP has received written notice of acceptance into the CTPP from Corel and CTP has paid, in full, any CTPP Membership Fees due upon CTP's receipt of the notice of acceptance.
2. **CTPP Benefits.**
 - 2.1 **General.** Corel shall use reasonable commercial efforts to provide CTPP Benefits, set forth in Exhibit B (CTPP Benefits to CTPP Agreement) for the Products and support services that are generally provided to CTPs who have satisfied applicable Membership Pre-requisites. Corel reserves the right to change, at any time, any CTPP Benefit offered or provided under the CTPP upon thirty (30) days' notice. Corel shall not be required to provide any CTPP Benefit relating to: (i) CTP's use of any Product or any CTPP Benefit in a manner for which it was not intended; or (ii) CTP's negligence, misuse, or modification of any Product or CTPP Benefit.
 - 2.2 **Corel's Sites.** Access to Corel web sites, including the [Corel Training Partner Program](#) web site or any other CTPP web page, (collectively "Corel Sites"), are governed by [Corel's Terms of Use](#) and [Corel's Privacy Policy](#). CTP shall comply with these policies as modified by Corel from time to time in its sole discretion. CTP may be granted access to restricted portions of such Corel Sites in connection with CTPP Benefits ("Restricted Corel Site"). CTP shall limit access to and use of any such Restricted Corel Sites including any content on such Restricted Corel Sites to only those employees of CTP who have a need-to-know and subject, at all times, to the restrictions on the use and disclosure of Confidential Information in Section 7 (Confidential Information) below.
 - 2.3 **Support Services.** CTPP Benefits may include certain support services from Corel ("Support Services") subject to the terms and conditions set forth in Exhibit C (Corel Support Services to CTPP Agreement) and any additional Support Services terms and conditions provided to CTP by the Corel Support Services team.
 - 2.4 **Additional Training.** CTPs may be invited to participate in various training offerings proposed, from time to time, by Corel. All training is subject to: (i) availability, on a first-come first-served basis, and (ii) additional fees and/or costs may apply, in Corel's sole discretion, to such additional training offerings (not already included in the CTPP 'train the trainer' package).
 - 2.5 **Corel Products - Not for Resale.** The Products, including related documentation, provided to CTPs by Corel are 'Not for Resale' ("NFS"). These Products are provided by Corel to CTP: (i) subject to the NFS and Evaluation Software terms of the Product end user license agreement provided with the Products and the CTPP Agreement and (ii) only for initial testing, demonstration and training and for no other purpose. CTP will be bound by the following terms and conditions and (as set forth above) any NFS terms and conditions distributed with or as part of the Products; IF THERE IS ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS DISTRIBUTED WITH OR AS PART OF THE PRODUCTS AND THE CTPP AGREEMENT OR ANY EXHIBIT OR APPENDICES THERETO, THE TERMS OF THE CTPP AGREEMENT SHALL PREVAIL WITH RESPECT TO SUCH CONFLICT. IF CTP DOES NOT AGREE TO SUCH TERMS AND CONDITIONS, CTP SHALL NOT USE SUCH PRODUCTS.
 - 2.5.1 **License Grant.** Use of the Products by CTP constitutes acknowledgement and acceptance of the terms and conditions of the CTPP Agreement. Subject to the terms of the CTPP Agreement and payment of applicable Membership Fees, Corel grants CTP: (i) a nonexclusive, nontransferable, non-assignable, non-sublicensable, revocable, limited right and license to use the Products (in executable code form) solely for internal testing, demonstration and training purposes at the physical training location(s) CTP identified in the Membership Application (meaning, where the Products will be installed for the explicit purpose of providing live instructor-led, classroom technical training); and (ii) the right make no more than one (1) copy of the Products solely for CTP's backup or archival purposes and for no other purpose (provided that CTP reproduces all copyright and other restricted rights notices on such copy).

2.5.1.2 CTPs in good standing are entitled to one (1) copy of the Products identified as CTPP Benefits for each CTP location identified in the Membership Application for the purposes set forth above. If used for training services, up to fifteen (15) students enrolled in CTP's training course (not including the trainer) may use the Products on-site at a single training location per live instructor-led, classroom technical training session. Notwithstanding the foregoing, CTP may install and access the corresponding Products on a single server that may be accessed by up to fifteen (15) workstations in CTP's designated training facility computer lab only for demonstration and/or live instructor-led, classroom technical training purposes and for no other purpose. For the purposes of the CTPP Agreement, use on a "workstation" means that such workstation allows the Products to be accessed by a single processor only and shall not be used as a local area network ("LAN") or wide area network ("WAN") server. Notwithstanding anything to the contrary in the CTPP Agreement or in the terms and conditions distributed with or as part of such Products the license grants to the Products provided to CTP will expire as of the expiration or termination of the CTPP Agreement. Unless expressly provided herein, CTP may not install the Products on any third party's computing device or system (including, but not limited to, any employee's, student's or any end user's computing device or system) and if so installed must be removed and deleted from the hard drive of such computing device or system. Use of the Product is subject to the "NFS" and "Evaluation Software" provisions of the Product end user license agreement contained in the Products in electronic form as part of the product installer or which accompanies the boxed Product.

2.5.2 Restrictions. CTP acknowledges and agrees that it has no right or license to (and shall not) use, reproduce, alter, enhance, modify, prepare derivative works of, display, publish, disclose, distribute, rent, sublicense, lease, sell, transfer, assign or gift the Product to third parties (including, but not limited to, CTP's staff, employees, students, contractors or agents) or otherwise use the Product for any purpose other than for the provision of live instructor-led, classroom technical training services as permitted under the CTPP. CTP shall not place or install or use all or any portion of the Product on any electronic media, including, but not limited to, LANs or WANs, timesharing services, cloud repositories, multiple processing units, multiple site arrangements, service or software rental bureaus, list servers, on-line services, electronic bulletin boards or forums, World Wide Web sites or any other server that is Internet-enabled.

2.5.3 Reservations. Corel Products contain proprietary material of Corel (and/or material that other suppliers have licensed to Corel for use in the Products) which is protected by copyright and other laws concerning intellectual proprietary rights. Corel and/or its licensors and suppliers retain all right, title and interest in and to such Products, including, without limitation, all copyright and other proprietary rights worldwide in all media. CTP shall not use the Products except as expressly permitted under the CTPP Agreement without Corel's prior written consent, which may be denied in Corel's sole discretion. CTP acknowledges and agrees that the Products (and the licensed materials contained therein) are highly proprietary in nature and that unauthorized use, reproduce, alter, enhance, modify, prepare derivative works of, display, publish, disclose, distribute, rent, sublicense, lease, sell, transfer, assign any Product to third parties or otherwise use any Product for any purpose other than for live instructor-led, classroom technical training services as permitted under the CTPP may cause Corel and/or its licensors and suppliers irreparable injury that cannot be adequately compensated for by means of monetary damages. Any breach of the CTPP Agreement by CTP, its customers, its affiliates, or any third party, may be enforced by Corel and/or any of its licensors and suppliers who may seek equitable relief (including, but not limited to, injunctive relief) in addition to any other rights and remedies in law or equity.

2.5.2.1 CTP acknowledges that the Product, the CTPP and its structure, organization and Product source code constitute valuable trade secrets of Corel and its licensors and suppliers. CTP has no right to: (i) modify, enhance, adapt, alter, translate, or create derivative works from the Product; (ii) merge or bundle the Product with other software; (iii) sublicense, lease, rent, loan, sell, gift, export, or otherwise transfer or distribute the Product to any affiliate of CTP or any third party; (iv) transfer the CTPP Agreement or any license to use the Product; (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Product; or (vi) otherwise use or copy the Product except as expressly allowed under Section 2.5 (Corel Products - Not for Resale). To the extent applicable law grants CTP the right to decompile the Product solely to obtain information necessary to render the Product interoperable with other software, CTP will first request prior written consent from Corel, and Corel may impose such reasonable conditions (including, without limitation, a reasonable fee) on such use to ensure that Corel's rights (and those of its licensors and suppliers) in the Product are protected. Except as expressly set forth in this Section 2.5.2.1, CTP acquires no license under any intellectual property rights of Corel or its licensors and suppliers under the CTPP Agreement; Corel retains all right, title and interest in and to the Product and any derivative works thereof. All materials (including, without limitation, the

Product and any associated documents, drawings, models, apparatus, sketches, designs, and lists) furnished to CTP by Corel shall remain the sole and exclusive property of Corel, its licensors and suppliers and shall be destroyed (with written verification of such destruction) or returned to Corel within thirty (30) days, together with any copies thereof, upon: (i) Corel's request, (ii) the early termination, or (iii) the expiration of CTP's membership in the CTPP.

2.5.2.2 Limitation of Liability. IN NO EVENT SHALL COREL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY OF THE FOLLOWING DAMAGES WHATSOEVER INCLUDING THIRD-PARTY, SPECIAL, OR INCIDENTAL DAMAGES (DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF REVENUE OR LOSS OF ANTICIPATED SAVINGS, AND THE LIKE), OR INDIRECT OR CONSEQUENTIAL LOSS, RELATED TO, ARISING FROM OR IN CONNECTION WITH ANY CTPP BENEFIT OR THE USE OR THE INABILITY TO USE ANY PRODUCT, EVEN IF COREL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CTP HEREBY RELEASES AND FOREVER DISCHARGES COREL FROM ANY AND ALL SUCH DAMAGES. IN THE EVENT THAT A COURT OF COMPETENT JURISDICTION HOLDS ANY OF THE ABOVE LIMITATIONS OR DISCLAIMERS INVALID, COREL'S AGGREGATE LIABILITY SHALL BE LIMITED TO TWICE THE AMOUNT ACTUALLY PAID BY CTP TO COREL UNDER THE CTPP AGREEMENT. COREL'S LIABILITY IS CUMULATIVE, WITH ALL OF CTP'S LOSSES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE PARTIES ACKNOWLEDGE THAT OTHER PROVISIONS OF THE CTPP AGREEMENT RELY UPON THE INCLUSION OF THIS SECTION 2.5.2.2 (Limitation of Liability). BECAUSE SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OR THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO CTP. THE CTPP AGREEMENT DOES NOT EXCLUDE, RESTRICT OR MODIFY ANY LIABILITY IMPOSED UNDER THE LAW THAT CANNOT, BY SUCH LAW, BE EXCLUDED, RESTRICTED OR MODIFIED WHEN APPLIED TO CTP AS IDENTIFIED IN THE MEMBERSHIP APPLICATION. NOTHING IN THE CTPP AGREEMENT SHALL LIMIT COREL'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE. UPON THE TERMINATION OR THE EXPIRATION OF THE CTPP AGREEMENT, CTP WILL DESTROY ALL VERSIONS OF THE PRODUCT PROVIDED TO IT BY COREL, INCLUDING ALL ASSOCIATED DOCUMENTATION. WITH RESPECT TO ANY TECHNICAL INFORMATION CTP MAY PROVIDE TO COREL IN CONNECTION WITH ANY PRODUCT, CTP GRANTS TO COREL A PERPETUAL, IRREVOCABLE, NON-EXCLUSIVE, WORLDWIDE, ROYALTY-FREE, FULLY PAID-UP RIGHT AND LICENSE TO USE SUCH INFORMATION FOR ITS BUSINESS PURPOSES, INCLUDING, WITHOUT LIMITATION, FOR PRODUCT SUPPORT AND DEVELOPMENT, AND TO REPRODUCE, DISTRIBUTE, MAKE DERIVATIVE WORKS BASED UPON, PUBLICLY DISPLAY, PUBLICLY PERFORM, MAKE, USE, SELL, AND EXPORT SUCH TECHNICAL INFORMATION AS INCORPORATED WITHIN THE PRODUCT AND ITS SERVICES, INCLUDING WITHOUT LIMITATION THE RIGHT TO SUBLICENSE SUCH RIGHTS.

2.6 Newsletters, Technical Bulletins and Other Content. CTPP Benefits may include newsletters, white papers, technical bulletins, marketing collateral and other content from Corel and/or its licensors or suppliers ("Corel Content"). CTP will be bound by the following terms and conditions and any terms and conditions distributed with or as part of the Corel Content; if there is any conflict between the terms and conditions distributed with or as part of the Corel Content and the CTPP Agreement, the terms of the CTPP Agreement shall prevail. If CTP does not agree to such terms and conditions, CTP shall not use such Corel Content.

2.6.1 License Grant. Subject to the terms and conditions of the CTPP Agreement and payment of applicable Membership Fees, Corel hereby grants CTP a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, limited right and license to view, evaluate, and make one (1) copy (provided that CTP reproduces all copyright and other restricted rights notices on such copy) of the Corel Content for CTP's internal archival purposes only and solely in conjunction with the applicable Product and the applicable CTPP Benefits.

2.6.2 Restrictions. CTP shall not reproduce, alter, enhance, modify, prepare derivative works of, display, publish, disclose, distribute, rent, sublicense, lease, sell, transfer, assign, gift, or otherwise use the Corel Content, in whole or in part. Without limiting the foregoing, and except for the one (1) computer at CTP's principal place of business to which the Corel Content is delivered, CTP shall not place or install all or any portion of the Corel Content on any electronic media, including, but not limited to, LANs or WANs, timesharing services, cloud repositories, multiple processing units, multiple site arrangements, service or software rental bureaus, list servers, on-line services, electronic bulletin boards or forums, World Wide Web sites or any other server that is Internet-enabled.

2.6.3 Reservations. Corel Content contains proprietary material of Corel (and/or material that other suppliers have licensed to Corel for use in the Corel Content) which is protected by copyright and other laws concerning intellectual proprietary rights. Corel and/or its licensors and suppliers retain all right, title and interest in and to such Corel Content, including, without limitation, all copyright and other proprietary rights worldwide in all media. CTP shall not use the Corel Content except as expressly permitted under the CTPP Agreement without Corel's prior written consent, which may be denied in Corel's sole discretion. CTP acknowledges and agrees that the Corel Content (and the licensed materials contained therein) is highly proprietary in nature and that any unauthorized use, reproduction, alteration, enhancement, modification, creation of derivative works of, display, publication, disclosure, distribution, rent, sublicense, lease, sale, transfer, assignment or gifting of the Corel Content or any portion thereof to third parties or otherwise use the Corel Content for any purpose other than for live instructor-led, classroom technical training services as permitted under the CTPP may cause Corel and/or its licensors and suppliers irreparable injury that cannot be adequately compensated for by means of monetary damages. Any breach of the CTPP Agreement by CTP, its customers, its affiliates, or any third party, may be enforced by Corel and/or any of its licensors and suppliers who may seek equitable relief (including, but not limited to, injunctive relief) in addition to any other rights and remedies in law or equity.

2.7 Referrals. CTP's CTPP Benefits may include possible referrals of Corel end user customers to CTP by Corel. In connection with its receipt of any such CTPP Benefits, CTP grants Corel the right to post CTP's name, contact information and other applicable public information to Corel Sites and to otherwise disclose and disseminate such information to potential Corel end user customers. Referral listings will generally include CTP's business name, city, telephone number, and a summary of capabilities based upon the information provided by CTP in CTP's Membership Application. As such CTP warrants and represents that such information is accurate and complete. Whether or not to make any such referrals, or the process of making referrals, will be determined by Corel in its sole discretion. Corel reserves the right to cease providing end user customer referral CTPP Benefits to CTPs at any time.

2.8 Links. CTP may be authorized to hyperlink to Corel Sites, available through the CTPP, from CTP's web site ("CTPP Member's Site"). If so authorized, Corel will provide CTP with guidelines and graphical artwork to use to link to the Corel Sites. CTP will properly code all such hyperlinks to such Corel Sites in the manner specified by Corel, comply with terms governing the use of Corel's trademark use guidelines (Exhibit D: Corel Marks Terms on Use to CTPP Agreement and subject to the terms of Section 4 (Corel Trademarks; Intellectual Property) of the CTPP Agreement and will cooperate with Corel in establishing and maintaining such hyperlinks. CTP is also responsible for informing Corel of potential stale links on the Corel Sites. Corel may terminate CTP's right to hyperlink to Corel Sites, at Corel's sole discretion for any reason including, but not limited to: (i) a determination that the CTPP Member's Site is unsuitable for or incompatible with the CTPP; (ii) incorporates images or content that are in any way unlawful, distasteful, offensive, profane, harmful, threatening, defamatory, harassing or racially, ethically or otherwise objectionable, controversial, or contains content not appropriate for all age groups; (iii) facilitates illegal activity, promotes or depicts sexually explicit images, obscene or pornographic images; (iv) promotes or depicts violence; (v) promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (vi) incorporates any materials that infringe or assist others to infringe on any copyright, trademark or other intellectual property rights; or (vii) contains or promotes politically sensitive or controversial issues (collectively "Restricted Content"). CTP shall not permit any Restricted Content to be incorporated on the CTPP Member's Site. Corel reserves the right to terminate the CTPP Agreement if any Restricted Content is incorporated on the CTPP Member's Site after acceptance of CTP's Membership Application and/or the commencement of any term of the CTPP Agreement.

3. CTP Obligations.

3.1 Fees and Payment. In consideration of the CTPP Benefits provided hereunder, the CTP shall pay to Corel, without any deduction or set-off whatsoever, the Membership Fee(s) in the lawful currency of the United States of America dollars ("USD"). Unless otherwise specifically provided, all prices are in USD, FOB Corel shipping point if boxed product is provided to CTP, and are inclusive of applicable sales, use or value-added taxes, but may be exclusive of import or export fees, duties or tariffs, and any other taxes, duties, or fees of any kind that may be levied in connection with the transactions covered hereby which shall be paid by the CTP. Payment shall be made as directed by Corel.

3.2 CTPP Code of Conduct. During any term of the CTPP Agreement, the CTP shall conduct its activities in an ethical manner and in a way that reflects favorably on itself and Corel and ensure that all training is provided in accordance with the highest professional standards.

3.3 CTP must promote and offer training on the most recent version of the Products offered under the CTPP. All training courses offered by the prospective CTP for the CTPP products must be taught by trainers employed by the CTP.

4. Corel Trademarks; Intellectual Property.

4.1 Trademarks. Subject to the terms of the CTPP Agreement and payment of applicable Membership Fees, Corel grants the CTP a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, limited right and license to use certain Corel Marks (meaning the CTP trademark in word form and the specific CTPP Product trademarks and the Corel Partner logo design) expressly authorized for use in conjunction with a CTPP Benefit, in its advertising and promotional materials during the term of the CTPP Agreement, solely in conjunction with the applicable Product strictly in accordance with the terms of the CTPP Agreement. For purposes of the CTPP Agreement, "Marks" with respect to a CTPP Benefit, includes the trademarks, artwork, logos, or other images provided by Corel to the CTP (and any offered to CTP via Corel Sites) for use in conjunction with such CTPP Benefit. "Logo" means, with respect to the CTPP Benefit, the Corel logo depicted on the Corel Partner web site or any other CTPP web page, if any, or any replacement logo(s) that may be developed and made available by Corel from time to time to the CTP for use in conjunction with such CTPP Benefit. Corel may revoke the CTP's license to use the Marks at any time in its sole discretion. The CTP shall not alter, modify, or change the Marks in any way. The CTP's license to use the Marks under the CTPP Agreement is expressly conditioned on the CTP's continued good standing under the CTPP, and use of the Marks in strict accordance with the terms of the CTPP Agreement, Exhibit D Corel Marks Terms On Use To CTPP Agreement, and the [Guidelines for Using Corel Trademarks](#) as amended by Corel from time to time in Corel's sole discretion. CTP SHALL INDEMNIFY AND SAVE COREL HARMLESS FROM AND AGAINST ANY CLAIM ARISING FROM CTP'S USE OF THE MARKS.

4.2 Intellectual Property. All materials, including without limitation, the Products, and any associated documents, drawings, models, apparatus, sketches, designs, and lists) provided or made accessible to the CTP by Corel in connection with the CTPP shall remain the sole and exclusive property of Corel, its licensors and suppliers and shall be destroyed (with written verification of such destruction) or returned to Corel within thirty (30) days, together with any copies thereof, upon: (i) Corel's request, (ii) the early termination, or (iii) the expiration of CTP's membership in the CTPP.

5. Term and Termination.

5.1 Term. The term of the CTPP Agreement will commence on the date identified in Corel's Welcome Kit or Corel's notice of acceptance of the CTP in to the CTPP and shall continue for a term of twelve (12) months unless sooner terminated pursuant to the CTPP Agreement. *The CTPP Agreement may be extended or renewed only upon payment in full of the annual Membership Fee. There shall be no automatic renewal or extension of the CTPP Agreement or any CTPP Benefit provided hereunder.*

5.2 Termination without Cause. Corel reserves the right, in its sole discretion, to revoke CTP status as an eligible participant in the CTPP, to terminate the CTPP altogether, the CTPP Agreement or any CTPP Benefit provided hereunder without cause or judicial intervention upon ten (10) days' notice to the CTP.

5.3 Termination with Cause. Either party may terminate this Agreement in the event of a breach of a material term of the CTPP Agreement where the breaching party fails to cure such breach within ten (10) days after receiving written notice of Termination for Cause. CTP expressly acknowledges that the Marks are valuable intellectual property of Corel and that Corel may, in its sole discretion, choose to terminate this CTPP Agreement and the licenses granted hereunder if: (a) for any reason Corel does not approve of the nature or quality of CTP's products or services rendered in conjunction with the use of the Marks, or (b) CTP fails to remain in compliance with the CTPP Agreement and any other program requirements deemed appropriate by Corel.

5.4 Effect of Termination. Upon termination or expiration of the CTPP Agreement or any CTPP Benefit provided hereunder, all licenses to any and all Products, Support Services, any Corel Content, any Confidential Information, and to the Marks (including the logo) licensed hereunder shall terminate with immediate effect and shall be removed from any and all computer devices, networks, CTPP Member's Site by the CTP, and all such Products, Corel Content, Confidential Information, Marks, and tangible embodiments thereof shall be destroyed (with written verification of such destruction) or returned to Corel within thirty (30) days, together with any copies thereof, upon: (i) Corel's request, (ii) the early termination, or (iii) the expiration of CTP's membership in the CTPP. Upon termination or expiration of the CTPP Agreement the CTP shall have no further rights or obligations, as applicable, under the CTPP Agreement unless otherwise provided in the CTPP Agreement, and the CTP must immediately discontinue all representations that it is an authorized CTP or a member in good standing of the CTPP. Each party understands that the rights of termination or expiration hereunder are absolute. Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other arising from or incident to any termination of the CTPP Agreement by such party or any expiration hereof which complies with the terms of the CTPP Agreement, whether or not such party is aware of any such damage, loss or expense. In particular, without in any way limiting the foregoing, neither party shall be entitled to any damages on account of prospective profits or revenues.

- 5.5 Refund. Upon termination of the CTPP Agreement by Corel in accordance with Section 5.2 (Termination without Cause), the CTP will be entitled (upon the CTP's written request to Corel) to apply for and receive a pro-rated refund of the then-current Membership Fee paid based on the number of months remaining in the term of the CTPP Agreement. CTP not shall be eligible for any refund (pro-rated or otherwise) if CTP breaches any of the terms and conditions of the CTPP Agreement.
- 5.6 Survival. Sections 2.5.2.2 (Limitation of Liability), 3.1 (Fees and Payment), 4.2 (Intellectual Property), 5.4 (Effect of Termination), 5.5 (Refund), 5.6 (Survival), 7 (Confidential Information), and 10 (Indemnity), 11 (Limitation of Liability), and 12 (Miscellaneous) will survive expiration or earlier termination of the CTPP Agreement for any reason.
6. Modifications by Corel. Upon thirty (30) days' notice to the CTP, Corel, in its sole discretion, reserves the right to change the terms of the CTPP Agreement and the CTPP Benefits offered or provided hereunder from time to time, including, without limitation, ending CTPP Benefits relating to a Product. These changes will become effective immediately at the end of such notice period and will be deemed to modify and supplement the terms of the CTPP Agreement. Such changes will govern any existing or future CTPP Benefits provided to the CTP hereunder. CTP'S CONTINUED PARTICIPATION IN THE CTPP FOLLOWING SUCH NOTICE WILL CONSTITUTE CTP'S BINDING ACCEPTANCE OF THE CHANGE. IF ANY MODIFICATION IS UNACCEPTABLE TO CTP, CTP'S ONLY RECOURSE IS TO TERMINATE THE CTPP AGREEMENT WITHIN THIRTY (30) DAYS OF SUCH NOTICE. IN SUCH EVENT, CTP'S MEMBERSHIP IN THE CTPP SHALL BE CANCELLED, AND CTP'S SOLE AND EXCLUSIVE REMEDY WILL BE (UPON CTP'S WRITTEN REQUEST TO COREL) A PRO RATA REFUND OF THE THEN-CURRENT MEMBERSHIP FEE PAID BASED ON THE NUMBER OF MONTHS REMAINING IN THE TERM OF THE CTPP AGREEMENT.
7. Confidential Information. As used in the CTPP Agreement, "Confidential Information" means any and all trade secrets, know-how, inventions, techniques, processes, algorithms, software, Products, hardware, schematics, non-public Corel Content, Restricted Corel Sites, and other non-publicly released documents, and any other information marked as confidential or that CTP should reasonably have known to be confidential that is made available to CTP by Corel, in its sole discretion, in connection with the CTPP. CTP shall not make use of, disseminate, or in any way disclose Corel's Confidential Information, except to the extent necessary for CTP's performance under the CTPP Agreement and any other purpose Corel may hereafter first authorize in writing. CTP shall treat Corel's Confidential Information with the same degree of as it accords to its own confidential information but in no event less than reasonable degree of care. CTP may disclose Corel's Confidential Information only to those of its employees, staff, agents, consultants or any other representatives who have a need-to-know such Confidential Information and who have previously agreed, in writing, to be bound by terms and conditions at least as protective of Corel's Confidential Information as are the terms and conditions of the CTPP Agreement. CTP's obligations under the CTPP Agreement with respect to any portion of Corel's Confidential Information shall cease when (but only to the extent that) CTP can document with clear and convincing evidence that: (i) the Confidential Information is or becomes generally available to the public through no fault or breach of CTP; (ii) the Confidential Information was in CTP's possession free of any obligation of confidence at the time it was communicated to CTP by Corel; (iii) the Confidential Information was rightfully in CTP's possession free of any obligation of confidence subsequent to the time it was communicated to CTP by Corel; (iv) the Confidential Information was developed by employees, agents, or consultants of CTP independently of and without reference to any information communicated to CTP by Corel; or (v) the Confidential Information is required to be disclosed by any applicable law, regulation, regulatory authority or court of law. NOTHING IN THIS SECTION 7 (Confidential Information) WILL EXTEND OR VARY THE TERMS OF ANY END USER LICENSE GRANTED TO CTP BY COREL INCLUDING, WITHOUT LIMITATION, ANY RESTRICTIONS RELATING TO THE USE OF THE PRODUCTS.
8. Limited Warranties. While Corel shall use reasonable commercial efforts to provide the CTPP Benefits under the CTPP Agreement in a professional manner, Corel cannot guarantee that every question or problem raised by CTP will be resolved or that published or orally disseminated referrals to CTP will be accurate or will result in additional customers. Certain technical difficulties may, from time to time, result in service interruptions. CTP will not hold Corel responsible for the consequences of such interruptions. Nothing in the CTPP Agreement shall be construed as expanding or adding to any warranty for any Product licensed under the CTPP or a Product End User License Agreement. EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, COREL MAKES, AND CTP RECEIVES, NO WARRANTIES, TERMS, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE BY ANY COUNTRY OR JURISDICTION, RELATED TO OR ARISING IN ANY WAY OUT OF THE CTPP AGREEMENT OR THE PROVISION OF BENEFITS, PRODUCTS OR SERVICES UNDER THE CTPP AGREEMENT. COREL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY, TERM, REPRESENTATION OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, AND NON-INFRINGEMENT.
9. No Other Warranties. Neither CTP nor any of its employees, staff, agents, consultants or any other representatives, has any right to make any representation, warranty, or promise to any third party on behalf of Corel that is not specifically first authorized in writing by Corel.

10. Indemnity. CTP will be solely responsible for and will defend, indemnify and hold Corel and Corel's officers, directors, agents, employees and representatives harmless from and against any and all claims, suits, damages, losses, liabilities, obligations, penalties and expenses, including legal fees and expenses, relating to or based on: (i) any claims of negligence, misrepresentation, or error or omission on the part of the CTP, its employees, staff, agents, consultants or any other representatives of CTP; and (ii) any claims based upon any warranty, term, condition or representation made by CTP or its employees, staff, agents, consultants, or any other representatives of CTP. The foregoing includes but is not limited to claims made against Corel by persons who purchase goods or services from CTP.
11. Limitation of Liability. COREL'S AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THE CTPP AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THE CTPP AGREEMENT, OR FOR ANY DAMAGES CAUSED BY OR RELATED TO A CTPP BENEFIT, PRODUCT OR DEFECT OR FAILURE IN ANY PRODUCT, SERVICE OR CTPP BENEFIT, OR IF A COURT OF COMPETENT JURISDICTION HOLDS ANY OF THE ABOVE LIMITATIONS OR DISCLAIMERS INVALID, SHALL BE LIMITED TO TWICE THE AMOUNT ACTUALLY PAID BY CTP TO COREL UNDER THE CTPP AGREEMENT. COREL'S LIABILITY IS CUMULATIVE, WITH ALL OF CTP'S LOSSES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. CTP HEREBY RELEASES AND FOREVER DISCHARGES COREL FROM ANY AND ALL OBLIGATIONS, LIABILITIES, CLAIMS, OR DEMANDS IN EXCESS OF THE FOREGOING LIMITATION. THE PARTIES ACKNOWLEDGE THAT OTHER PROVISIONS OF THE CTPP AGREEMENT RELY UPON THE INCLUSION OF THIS SECTION 11. (Limitation of Liability), AND EVEN IF COREL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL COREL BE LIABLE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA OR LOSS OF ANTICIPATED SAVINGS, OR FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OR LOSS ARISING OUT OF THE CTPP AGREEMENT OR THE USE OR THE INABILITY TO USE ANY PRODUCT(S) OR CTPP BENEFIT(S). BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OR THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO CTP. THE CTPP AGREEMENT DOES NOT EXCLUDE, RESTRICT OR MODIFY ANY LIABILITY IMPOSED UNDER THE LAW THAT CANNOT, BY SUCH LAW, BE EXCLUDED, RESTRICTED OR MODIFIED WHEN APPLIED TO CTP AS IDENTIFIED IN THE APPLICABLE MEMBERSHIP APPLICATION.
12. Miscellaneous.
- 12.1 Attorneys' Fees. If an action is commenced to enforce either party's rights under the CTPP Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and attorneys' fees.
- 12.2 Governing Law. If CTP is a resident of the United States or Canada the CTPP Agreement shall be governed by and interpreted in all respects by the laws of the Province of Ontario, Canada in the Federal Courts in Ottawa, Ontario, without reference to conflict of laws principles, as such laws are applied to agreements entered into and to be performed entirely within Ontario between Ontario residents. If CTP is a resident of any other country the CTPP Agreement shall be governed by and interpreted in all respects by the laws of England in Her Majesty's Courts of Justice of England and Wales, without reference to conflict of laws principles, as such laws are applied to agreements entered into and to be performed entirely within England between British residents. In any event, the CTPP Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. All disputes arising under the CTPP Agreement will be referred to and finally resolved by arbitration in England in accordance with the London Court of International Arbitration ("LCIA") for the time being in force which rules are deemed to be incorporated by reference to this Section 12.2 (Governing Law). The arbitration tribunal shall consist of one (1) arbitrator jointly selected by both parties. If the parties cannot agree on the choice of arbitrator within thirty (30) calendar days after notice of the dispute by either party, such arbitrator shall be appointed by the Chair of the LCIA. The arbitration will be conducted in the English language, provided that any witness whose native language is not English may give testimony in his or her native language, with simultaneous translation into English (at the expense of the party presenting any such witness). Judgment upon the award rendered may be entered and shall be enforceable in any court of competent jurisdiction having jurisdiction over the parties.
- 12.4 Severability. If any provision of the CTPP Agreement is unenforceable or invalid under any law or be so held by applicable court or arbitrator's decision, such unenforceability or invalidity shall not render the CTPP Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable invalid provision within the limits of applicable law of applicable court decisions.
- 12.5 Notice. Any notices required or permitted to be given pursuant to the CTPP Agreement shall be in writing, sent via facsimile, certified mail, return receipt requested, postage pre-paid, or delivered by hand to the business or facsimile number set forth in the Membership Application for CTP or to such other address as may be furnished in writing to Corel. If notice is sent to Corel, it shall be sent to the attention of the General Counsel, Corel Corporation 1600 Carling Avenue, Ottawa, Ontario K1Z 8R7 Canada (or by facsimile to +1.613.725.2691). Notices shall be deemed effective on the earlier of the date of receipt or the fourth day after deposited in the mail. In addition, CTP

will refer to the [Corel Training Partner Program](#) web site specified herein from time to time during the term of the CTPP Agreement to ensure its continued compliance with the terms of the CTPP.

- 12.6 **No Agency.** The parties acknowledge and agree that CTP is an independent contractor, and is solely responsible for payment of, and will pay when due, all applicable business license fees, taxes including, but not limited to, withholding taxes, and business and income taxes related to its activities under the CTPP Agreement. The CTPP Agreement and the relationship between the parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between Corel and CTP. Nothing contained herein, including without limitation the title of the CTPP Agreement, shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither party has the authority to bind or incur any obligation on behalf of the other.
- 12.7 **Complete Agreement.** Each Exhibit attached hereto (including, but not limited to, any CTPP Welcome Kit and CTPP appendices delivered separately) is incorporated by this reference and made a part of the CTPP Agreement as if its terms were fully set forth in the body of the CTPP Agreement. The CTPP Agreement, including all such Exhibits and any appendices thereto, constitutes the entire agreement between Corel and CTP and supersedes and terminates any and all prior agreements or contracts, written or oral, entered into between the parties relating to the subject matter hereof. In the event of any inconsistency between the CTPP Agreement and the provisions in the Membership Application, the [Corel Training Partner Program](#) web site or any other CTPP web page, the terms of the CTPP Agreement shall govern. The CTPP Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Corel and CTP by their duly authorized representatives. Any additional services, Products or CTPP Benefits added to the CTPP Agreement by notice from Corel will be governed by the terms of the CTPP Agreement. EACH PARTY AGREES THAT IT HAS ONLY RELIED UPON THE REPRESENTATIONS EXPRESSLY SET OUT IN THE CTPP AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY REPRESENTATION MADE PRIOR TO ENTERING INTO THE CTPP AGREEMENT EXCEPT AS EXPRESSLY SET FORTH OTHERWISE HEREIN, UNLESS SUCH REPRESENTATION IS FRAUDULENTLY MADE.
- 12.8 **Waiver.** The waiver by a party of a breach of any provisions contained herein shall be deemed effective only when in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself.
- 12.9 **Remedies.** The parties expressly agree that a violation of Sections 2.5 (Corel Products - Not for Resale), 2.6 (Newsletters, Technical Bulletins and Other Content), 4 (Corel Trademarks; Intellectual Property), and 7 (Confidential Information) of the CTPP Agreement may cause irreparable harm to Corel and that a remedy at law is likely to be inadequate. Therefore, in addition to any and all remedies available at law, Corel will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation or any or all of the provisions hereof. CTP hereby waives any requirement that Corel post a bond or other security in conjunction with any application for injunctive or other equitable relief.
- 12.10 **Assignment; Name Change.** The CTPP Agreement may not be assigned, in whole or in part, by CTP without the prior written consent of Corel. Should CTP undergo a change of control, Corel will be entitled to terminate the CTPP Agreement immediately on written notice to CTP. For the purposes of this Section 12.10 (Assignment; Name Change), a change in the persons or entities who control fifty percent (50%) or more of the equity securities of CTP shall be considered a change of control. Corel's rights and obligations, in whole or in part, under the CTPP Agreement may be assigned by Corel. Subject to the foregoing, the CTPP Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Corel will have the right to terminate the CTPP Agreement in case of any attempted assignment or transfer in contravention of this provision, and any such attempt will be null and void. *In addition, if CTP changes its corporate name or structure, CTP shall notify Corel in writing at least ten (10) days prior to such change taking effect.*
- 12.11 **Force Majeure.** Neither party shall be liable for any failure or delay in performance under the CTPP Agreement that might be due, in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond the reasonable control of such party, including, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, including phone, world wide web or Internet or other communications systems, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, insurrection, riot, terrorism, act of God, or the public enemy, law, act, order, export control regulations, proclamation, decree, regulations, ordinance, or instructions of Government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of the CTPP Agreement).
- 12.12 **Warranty.** CTP WARRANTS THAT IT HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM ITS OBLIGATIONS UNDER THE CTPP AGREEMENT AND THAT THE PERSON SIGNING THE CTPP AGREEMENT ON CTP'S BEHALF HAS BEEN DULY AUTHORIZED AND EMPOWERED TO ENTER INTO THE CTPP AGREEMENT. CTP WARRANTS

THAT THE CTPP AGREEMENT IS NOT LIMITED OR RESTRICTED BY, AND IS NOT IN CONFLICT WITH, ANY COMMERCIAL ARRANGEMENT, OBLIGATION, CONTRACT, AGREEMENT OR OTHER INSTRUMENT TO WHICH CTP IS BOUND OR SUBJECT. CTP FURTHER WARRANTS THAT IT SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF THE CTPP AGREEMENT AND HAS SATISFIED AND FULFILLED ANY CTPP BENEFIT PRE-REQUISITE THAT MAY BE REQUIRED AS PROVIDED HEREUNDER.

- 12.13 Export Control. CTP will not export, directly or indirectly, any Corel Content, Product, or any technical data acquired from Corel pursuant to the CTPP Agreement. Further, if CTP purchases any Corel product CTP represents and warrants to Corel that it shall not export, directly or indirectly, any such Corel Content, Product or any technical data of such Corel product to any country for which the U.S. Government or the government of a Member State of the European Union or any agency thereof at the time of export prohibits export or requires an export license or other government approval without first obtaining such license or approval. CTP shall be solely responsible for obtaining and maintaining in full force and effect, all licenses, permits and authorizations required in performance of its obligations under the CTPP Agreement.
- 12.14 Compliance with Laws; Foreign Corrupt Practices Act. CTP will comply with all applicable laws. Without limiting the generality of this Section 12.14 (Compliance with Laws; Foreign Corrupt Practices Act), CTP hereby acknowledges and agrees that certain laws of the United States, including the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 et. seq., as amended, prohibit any person subject to the jurisdiction of the United States from making any payment of money or anything of value, directly or indirectly, to any foreign government official, foreign political party or candidate for foreign political office for the purpose of influencing any act or decision of such official, political party, party official, or candidate in his or its official capacity, including a decision to fail to perform his or its official functions; or inducing such official, political party, party official, or candidate to use his or its influence with the government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist CTP in obtaining or retaining business for or with, or directing business to any third party. CTP hereby represents and warrants that CTP, its owners, directors, employees, and contractors are not officials or representatives of any government-owned or government-controlled entity or political party or official thereof, or political candidate. In addition, CTP hereby represents and warrants that, in the performance of its obligations hereunder, CTP has not made, and will not make, any such proscribed payment. CTP further agrees that if subsequent developments cause the representations made herein to be no longer accurate or complete, CTP will immediately advise Corel of the change in circumstance.
- 12.15 Program Changes. Any changes to the CTPP, including but not limited to any additional program services, CTPP Benefits or requirements added to the CTPP by Corel (whether provided directly to CTPs or published on a Corel Site) shall be governed by the terms of the CTPP Agreement.
- 12.16 Publicity. CTP consents to publication of its name by Corel as a member of the CTPP or any applicable component thereof.
- 12.17 Third Party Beneficiaries. CTP acknowledges and agrees that Corel's licensors are third party beneficiaries of the CTPP Agreement, with the right to enforce the obligations set forth in the CTPP Agreement.
- 12.18 Independent Investigation. CTP ACKNOWLEDGES THAT IT HAS READ THE CTPP AGREEMENT, HAS HAD AN OPPORTUNITY TO CONSULT WITH ITS OWN LEGAL ADVISERS IF IT SO DESIRED, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THE CTPP AGREEMENT. IN INTERPRETING THE CTPP AGREEMENT, NO WEIGHT SHALL BE PLACED UPON THE FACT THAT THE CTPP AGREEMENT HAS BEEN DRAFTED BY COREL. CTP UNDERSTANDS THAT COREL MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) PROVIDE CTPP BENEFITS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THE CTPP AGREEMENT OR OPERATE A BUSINESS THAT IS SIMILAR TO OR COMPETES WITH CTP'S BUSINESS. CTP IS ALSO AWARE THAT COREL RESERVES THE RIGHT TO OFFER SEPARATE AND DIFFERENT PROMOTIONAL AND/OR INCENTIVE ARRANGEMENTS TO ITS SUPPLIERS, KEY CUSTOMERS AND OTHER THIRD PARTIES. CTP HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE CTPP AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THE CTPP AGREEMENT.

EXHIBIT B
CTPP BENEFITS TO CTPP AGREEMENT

Terms not otherwise defined in this Exhibit B (CTPP Benefits to CTPP Agreement) shall have the meaning given them in the CTPP Agreement.

CTPP Benefits

Upon timely payment in full of the annual Membership Fee and upon acceptance as an authorized CTP by Corel, CTP will:

- Be eligible to receive a NFS (not for sale) four (4) product license media pack of the following Corel software Products on which the CTP will be certified to train:
 - CorelDRAW® Graphics Suite
 - Corel® Painter™
 - Corel® VideoStudio® Pro
 - Corel® Paint Shop Pro® Photo
- Be eligible for a fifteen student plus one instructor (15+1) classroom license on the above-mentioned Products for use at CTP's designated training facility (as identified in CTP's Membership Application) and then only for demonstration and/or live instructor-led, classroom technical training to CTP's registered students;
- Receive a 'Train the Trainer' package, including English-only language:
 - access to a 1.5 hour introductory product 'Getting Started' webinar;
 - access to a one-time '1-on-1' live 30 minute personalized training session with a product expert;
 - toll free express technical support services for up to three (3) Support Cases (as defined in Exhibit C Corel Support Services To CTPP Agreement) per CTP's 12-month membership term; and
 - 2-hour response to any questions submitted online by email.
- Free listing as a certified CTP on the Corel Partner Finder web site, including a certificate and related promotional materials available for display on-site at the CTP's training services business;
- Time-limited permission to use the Corel Partner logo and specified Marks subject to the CTPP Agreement and the [Guidelines for Using Corel Trademarks](#) and only for so long as the CTP remains in good standing under the terms and conditions of the CTPP (as modified by Corel from time to time);
- Access to Corel global sales and merchandising tools via our Corel Partner Program.

Pre-Requisites for Acceptance in the CTPP; CTPP General Requirements:

- Prospective CTP must own or manage an existing, viable and legitimate company for the provision of software training with a computer training facility (the "CTP-company"), or a legitimate CTP-company with long-term access (for at least the duration of any CTP certification term) to such computer training facility;
 - The CTP-company must be legally registered throughout any CTP certification term to conduct such business in the country which such business is located;
 - The CTP-company must have instructors, staff and administration available to successfully market the CTP-company, its CTPP and training offerings;
- CTP must promote and offer training on the most recent version of the Products offered under the CTPP and ensure that all training is provided in accordance with the highest professional standards. All training courses offered by the prospective CTP for the CTPP products must be taught by trainers employed by the CTP.
- CTP must renew their CTPP membership annually to be in good standing under the CTPP. Corel receipt of CTPP Partners notice of cancellation or termination of membership in the CTPP, or natural expiration of the CTPP membership (resulting in the untimely payment or non-payment of any renewal term) immediately terminates:
 - Such CTP's certification as a CTP;
 - Such CTP's recognition as a certified CTP and removes the CTP's name from the Corel Partner Finder web site;
 - Such CTP's right (including that of any of its trainers) to use the CTPP products provided by Corel in its software training business, and
 - All rights to use any Corel Marks and logos.

EXHIBIT C
COREL SUPPORT SERVICES TO CTPP AGREEMENT

Terms not otherwise defined in this Exhibit C (Corel Support Services to CTPP Agreement) shall have the meaning given them in the CTPP Agreement. In connection with the CTP's participation in the CTPP, CTP and Corel agree as follows:

1. Although Corel will attempt to provide a timely initial response as part of the Support Services (and may follow-up with additional responses as necessary), Corel makes no guarantees with respect to response time or resolution of an issue. The Support Services benefit applies only to current CTPs in good standing who are not in material breach of the CTPP Agreement. COREL WILL NOT BE LIABLE UNDER THE CTPP AGREEMENT TO THE EXTENT THAT ITS DELAY OR FAILURE TO COMPLY WITH ITS OBLIGATIONS IS CAUSED BY A CTP'S BREACH OF THE CTPP AGREEMENT.
2. All information, software, or other materials provided by Corel in connection with Support Services are supplied "AS IS" without warranty of any kind as to their accuracy or completeness. COREL DOES NOT GUARANTEE RESULTS OR IDENTIFICATION OR CORRECTION OF PROBLEMS. OTHER THAN AS EXPRESSLY PROVIDED ABOVE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, COREL DISCLAIMS ANY AND ALL CONDITIONS, TERMS, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, BY ANY COUNTRY OR JURISDICTION INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, SOFTWARE, OR OTHER MATERIALS PROVIDED IN CONNECTION WITH OR RELATED TO THE SUPPORT SERVICES. WITHOUT LIMITING THE FOREGOING, CTP SHALL BE SOLELY RESPONSIBLE FOR ANY RESTORATION OF LOST OR ALTERED FILES, DATA OR PROGRAMS.
3. Any code and/or software that Corel provides in connection with Support Services is licensed to CTP under, and will be used by CTP only in accordance with, the terms and conditions of the End User License Agreement accompanying the corresponding Corel software development kit or Corel software. Corel and/or its licensors and suppliers retain all rights in such code and/or software. CTP has no right to copy, modify, decompile, reverse engineer, sublicense or otherwise distribute such code and/or software, except as may be expressly provided in the relevant End User License Agreement and any other terms and conditions accompanying the code and/or the software. However, to the extent applicable law grants CTP the right to decompile in order to obtain information necessary to render the code and/or the software interoperable with other software, CTP will first request prior written consent from Corel, and Corel may impose such reasonable conditions (including, without limitation, a reasonable fee) on such use to ensure that Corel's rights in the Support Services are protected. When requesting and receiving Support Services, CTP will not provide Corel with any information, including information incorporated in CTP's software, which is confidential to CTP or any third party. Any notice, legend, or label to the contrary contained in any materials provided by CTP to Corel shall be without effect. With respect to information CTP provides to Corel as part of the Support Services, Corel may use such information for its business purposes, including for product support and development.
4. To the extent Membership Fees for Support Services are based on the number of "Support Cases" or similar concept, such measurement unit means a single question on a single subject posed by telephone or via World Wide Web email support site by CTP to Corel's support organization that is discrete and code-related or concerns another issue related to a Product. Any queries for clarification from Corel's support organization and the response to them by CTP will count as part of the original Support Case. Bug reports from CTP without a request for a workaround from Corel's support organization will not count as a Support Case. Any unused Support Cases remaining at the end of a Support Services period will not be refunded or credited. Unless otherwise specified, the Support Services period shall be twelve (12) months from the date the term of the CTPP Agreement commences.
5. At Corel's discretion and based upon the information in CTP's Membership Application, the English language version of certain Products may be provided to CTP and licensed to CTP under an End User License Agreement. Only English language versions of Products are supported by Support Services. Corel reserves the right to refuse delivery of certain Products to CTPs who are competitors of Corel (as determined by Corel) or whose local law requires delivery in a language other than English.

EXHIBIT D
COREL MARKS TERMS ON USE TO CTPP AGREEMENT

Terms not otherwise defined in this Exhibit D (Corel Marks Terms on Use to CTPP Agreement) shall have the meaning given them in the CTPP Agreement. In connection with the CTP's participation in the CTPP, CTP and Corel agree as follows:

1. CTP acknowledges that, except for the license expressly granted in the CTPP Agreement, CTP has not acquired and will not acquire any right, interest or title to the Marks by reason of the CTPP Agreement or through the exercise of any rights in the Marks granted to CTP hereunder. CTP further acknowledges that all proprietary rights in the Marks and the goodwill associated therewith are solely owned by and belong to Corel, and that all additional goodwill associated with the Marks created through their use by CTP will inure to Corel's sole benefit. As between CTP and Corel, Corel will be considered the creator of the Marks, and all rights in the Marks will be Corel's property. In addition, CTP hereby grants, assigns and conveys to Corel any and all rights CTP may now have or may be deemed to have in the future with respect to the Marks or any portion of them. At Corel's request and reasonable cost, CTP shall execute all documents as are necessary to vest such rights in Corel. CTP will not register or attempt to register any brand, names, marks, or other elements of the Marks as a trademark, service mark, Internet domain name, trade name, or any similar trademarks or name, with any domestic or foreign governmental or quasi-governmental authority which would be likely to cause confusion with any of the Marks. CTP will not to commit any act that would cause any of the Marks to vest in the public domain in any jurisdiction. Other than as set forth in the CTPP Agreement, CTP shall make no use of the Marks or of any designation confusingly similar to any of the Marks without Corel's prior written consent.
2. CTP further agrees that CTP will not have the right to, and CTP will not, (i) use any method other than that authorized in writing by Corel for the purpose of identifying CTP as a CTP of the CTPP or establishing a link from CTPP Member's Site to Corel's; (ii) use the Marks in any manner that suggests an endorsement or validation of any product or service of a company other than Corel, except as expressly permitted by the CTPP Agreement; (iii) use the Marks in connection or association with any matter that is unsuitable for or incompatible with the CTPP or in connection or association with any matter relating to any Restricted Content as that term is defined in Section 2.8 of the CTPP Agreement; or (iv) use the Marks or any other names, marks, symbols, copyrights, logos, fanciful or other characters, designs, representations, figures, drawings, photographs, ideas or other proprietary designations or properties owned, developed, licensed or created by Corel, except as expressly permitted by the CTPP Agreement.
3. Upon reasonable request from Corel, CTP will notify Corel of the locations of CTP's use of the Marks and promptly provide Corel with suitable specimens of materials created by or for CTP that use any of the Marks. Corel shall be entitled to review CTP's use of the Marks periodically to evaluate CTP's compliance with Corel's quality standards. If Corel so requests, CTP will submit to Corel any uses of the Marks for Corel's approval prior to the dissemination of the materials, such approval not to be unreasonably withheld. If at any time Corel determines that CTP is not maintaining adequate quality standards, CTP shall be considered in breach of the CTPP Agreement and subject to the termination provisions of Section 5.3 of Exhibit A. CTP shall remedy any material deficiencies in its use of the Marks and/or quality of CTP's services or products provided in conjunction with the Marks, as determined by Corel in its sole discretion and upon reasonable notice from Corel, as soon as reasonably possible but in any event not later than ten (10) days following notice from Corel.
4. CTP will use the Marks only in connection with services or products that: (i) meet or exceed all applicable (U.S. and non-U.S.) laws and regulations; (ii) are advertised in compliance with all applicable (U.S. and non-U.S.) fair advertising laws and regulations; (iii) comply with all other applicable (U.S. and non-U.S.) laws and regulations; (iv) are of a quality and reputation consistent with the high quality of Corel products and services; and (v) are advertised in a manner consistent with industry standards. CTP shall mark every use of the Marks with the proper trademark notices set forth in the applicable list of Marks. CTP shall ensure that the appropriate trademark symbol(s) will appear in superscript whenever the Marks are included in any advertisement, brochure, or other material created or circulated by or for CTP. CTP shall display the following acknowledgment of trademark ownership on any advertising, promotional or other materials created or circulated by or for CTP that include the Marks: [List of the Mark used, beginning with "Corel" and "the Corel logo," if used, followed by other Marks in alphabetical order] for example: Corel, the Corel Balloon logo and Painter are either registered trademarks or trademarks of Corel Corporation in the United States and/or other countries." CTP's use of the Marks shall comply at all times with the CTPP Agreement, the "Corel Trademark Guidelines for third parties who license, use or refer to Marks," currently located at the "[Guidelines for Using Corel Trademarks](http://www.corel.com/corel/pages/index.jsp?pgid=800328)" pages of Corel's official web site at <http://www.corel.com/corel/pages/index.jsp?pgid=800328>, or a successor site thereto, and any specific logo usage guidelines provided by Corel for the CTPP. CTP shall employ its best efforts to use the Marks in a manner that does not derogate from Corel's exclusive and valuable rights in the Marks and shall take no action that will interfere with or diminish Corel's rights in the Marks.
5. CTP shall promptly report to Corel if CTP becomes aware of (i) any infringement of Corel's intellectual property rights relating to the Marks by any third party, (ii) any infringement by any third party of any right granted under the CTPP Agreement and (iii) any unauthorized copying or distribution of the Marks or any component thereof by any third party.

EXHIBIT E
CTPP MEMBERSHIP APPLICATION TO THE CTPP AGREEMENT

Corel Training Partner Program Application Form

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The [Corel Training Partner Program](#) (the "CTPP") is designed for those commercial businesses and individuals located in North America (Canada and the United States of America), Europe, Middle East and South Africa, New Zealand and Australia that provide training on Corel software products; and if they satisfy the CTPP pre-requisites are invited to apply for membership into the CTPP to corel.training@corel.com. Acceptance is based on compliance with the program requirements set forth in this document (including the [Corel Training Partner Program Agreement](#), its exhibits or appendices, any additional terms Corel Corporation ("Corel") deems appropriate to include in the program, as well as the need for such services in the geographical area). The CTPP provides the Corel Training Partner (who successfully completes the CTPP and remains in good standing) with tools and resources to provide training on leading Corel software products, recognition as an authorized Corel Training Partner with the ability to create opportunities to promote not only its training services but Corel's software solutions as well. If accepted into the CTPP, the Corel Training Partner will be eligible to access certain Corel software products ("Product(s)") and support services ("CTPP Benefit(s)") for corresponding fees ("Membership Fee(s)"). The CTPP membership renews annually at Corel's then-current CTPP Membership Fee pricing as published on the [Corel Training Partner Program](#) web site. CTPP Benefits are limited to those Products that Corel, in its sole discretion, makes available, from time to time, to Corel Training Partners in good standing who meet the CTPP Benefits eligibility requirements (the "Membership Pre-requisite(s)"). Currently available CTPP Benefits, Membership Fees, Membership Pre-requisites and any terms, conditions and restrictions for the CTPP are described in the [Corel Training Partner Program Agreement](#).

PLEASE CAREFULLY REVIEW THE TERMS AND CONDITIONS OF THE [CTPP AGREEMENT](#). THE CTPP MEMBERSHIP IS NOT EFFECTIVE UNLESS AND UNTIL YOU RECEIVED NOTICE OF ACCEPTANCE INTO THE CTPP FROM COREL. UNTIL SUCH TIME, YOU ARE NOT ELIGIBLE FOR ANY CTPP BENEFITS. BY SUBMITTING THIS CTPP MEMBERSHIP APPLICATION TO COREL, YOU REPRESENT AND WARRANT TO COREL THAT: (I) YOU HAVE READ AND UNDERSTAND THE TERMS OF THE CTPP AGREEMENT DRAWN UP IN ENGLISH, INCLUDING EACH EXHIBIT AND APPENDIX HERETO; (II) YOU ARE BECOMING A PARTY TO THE CTPP AGREEMENT, CONSENTING AND AGREEING TO BE BOUND BY ALL THE TERMS OF THE CTPP AGREEMENT; (III) ALL INFORMATION IN THIS MEMBERSHIP APPLICATION IS COMPLETE, TRUE, ACCURATE AND NOT MISLEADING; AND (IV) THE PERSON SUBMITTING THE MEMBERSHIP APPLICATION IS DULY AUTHORIZED TO BIND THE BELOW NAMED INDIVIDUAL OR ENTITY TO THE CTPP AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THE CTPP AGREEMENT YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THE CTPP.

Yes, I/we would like to join the Corel Training Partner Program for a Membership Fee of **US \$675 / Year**.

Company Name: _____

First name: _____

Surname: _____

Address line 1: _____

Address line 2: _____

Town: _____

Country: _____

Postcode: _____

Email address: _____

Daytime telephone number: _____

Method of Payment

VISA Card: _____

Master Card: _____

Name on Credit Card: _____

Credit Card number: _____

Expiry date of the Credit Card Year: _____

Last three check digits on the back of the Credit Card: _____

Please fill out the payment form and email to: corel.training@corel.com