

TECHSMITH CAMTASIA STUDIO 7.0 CONTENT LICENSE AGREEMENT

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- 1.2 “CS Produced Works” shall mean any video, audio, data, music, still images, and any other output of the Camtasia Studio 7.0 software program and any upgrade or later version of the same, created by You.
- 1.3 “TechSmith Web Site” shall mean the site currently located at www.techsmith.com and more specifically located at <http://www.techsmith.com/camtasia/librarymedia.asp>

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3. TechSmith Obligations. TechSmith shall deliver the Content to You in a format which shall be compatible with Your use of the CAMTASIA STUDIO 7.0 software program and any upgrades and later versions of the same.

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- 4.1 You shall not resell, market, distribute, sublicense, lease or rent the TechSmith Content on a **stand-alone basis** (i.e., other than as part of the CS Produced Content) in any manner, including, without limitation, online auctions or on any other online or mobile or wireless or other storage media devices.
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- 4.7 You shall not remove any notice of copyright, trademark or other proprietary rights and/or notice imbedded in the Content.
- 4.8 You shall not install or download the Content on a **stand alone basis** (i.e. other than as a part of CS Produced Works), in more than one location at a time or post a copy of the Content on a network server or web server for use by others.
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5.2 IN NO EVENT SHALL TECHSMITH BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE CONTENT REFERRED TO IN THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3 Indemnity. You shall indemnify and hold TechSmith, and its employees, directors, agents, officers, subsidiaries, and its successors and assigns from and against any and all costs, damages and fees reasonably incurred by TechSmith, including but not limited to, reasonable attorneys' fees and other professional fees, that are attributable to or arise in connection with Your use of the Content, CS Produced Works, and TechSmith's Web Site or in connection with any breach of any terms of this Agreement.

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7. Term and Termination. The Terms of the Agreement shall commence on the date that You first download or otherwise use the Content and shall continue for one (1) year unless otherwise amended, extended, or terminated. ("Term"). The Agreement shall be automatically renewed for subsequent one (1)-year periods, unless the Agreement is terminated by TechSmith at its sole discretion, but in particular if You fail to comply with the terms and conditions of this Agreement. In the event that this Agreement is terminated for any reason, You must immediately stop using the Content and destroy all copies of the Content and all of its component parts.

8. General.
 - 8.1 Equitable Relief. You agree that if You use the Content in an unauthorized manner, or breach the remaining terms and conditions of this Agreement, that such unauthorized use or breach would have a devastating and serious impact on TechSmith's continuing ability to compete profitably, and would therefore, result in immediate and irreparable injury, loss or damage to TechSmith. The parties agree that in such event, TechSmith, in addition to any other remedies available to it, shall be entitled to equitable relief against You for a breach of this Agreement, including, but not limited to, a temporary restraining order, preliminary or permanent injunction or specific performance as ordered by a court of competent jurisdiction.

 - 8.2. U.S. Government Restricted Rights. The Content and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or Rights at 48 CFR 52.227-19, as applicable. Manufacturer is: TechSmith Corporation PO Box 26095 Lansing, MI 48909-6095. You acknowledge that the Content may not be downloaded or otherwise exported or re-exported: (i) into (or the national resident of) any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S Commerce Department's Table of Denial Orders. By using the Content, You are agreeing to the foregoing and are representing and warranting that You are not located in or under the control of, a national resident of any such country or on any such list.

- 8.3 Governing Law. This Agreement is governed by the laws of the State of Michigan, U.S.A. to the extent that U.S. federal laws are not applicable, without regard to their conflicts of law principles. You agree to the exclusive jurisdiction of the Courts of the State of Michigan, U.S.A. and the United States district court located in Ingham County, Michigan U.S.A. This Agreement has been prepared in the English language and such version shall be controlling in all respects and any non English version of this Agreement is solely for accommodation purposes. The parties to this Agreement waive personal service of any and all process upon them and consent that all such service of process be made by registered mail and shall be deemed to be completed five (5) business days after the same shall have been deposited in the United States mail, postage prepaid. You waive any objection based on forum non conveniens and any objection to venue of any action instituted under this Agreement by TechSmith in any jurisdiction. This Agreement shall not be governed by the United Nations' Convention on Contracts for the international Sale of Goods, the application of which is expressly excluded.

Should You have any questions concerning this Agreement, or if You desire to contact TechSmith for any reason, please contact the TechSmith affiliate serving Your country, or write:

TechSmith Corporation
2405 Woodlake Drive Okemos, MI 48864-5910 USA
Phone : +1 517-381-2300
Fax : +1 517-381-2336
Sales : <http://www.techsmith.com/sales>
Support : <http://support.techsmith.com>
WWW : <http://www.techsmith.com>

- 8.4. Survival. The restrictions and obligations as contained in this Agreement which You have voluntarily agreed to shall survive any expiration, termination or cancellation of this Agreement, and shall continue and remain in effect to bind You, and Your employees, agents, successors, heirs and assigns.
- 8.5. Integration. This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter of this Agreement and supersedes all prior discussions, representations, and amendments of understandings of every kind and nature between them.

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- 8.6. Amendments. Except as otherwise provided in this Agreement, this Agreement may not be amended, altered, or any of its provisions waived by You, except in writing executed by both parties' duly authorized agent.
- 8.6. Assignability. Except as otherwise expressly provided under this Agreement, this agreement and the rights and duties under this Agreement may not be assigned by You without the prior written consent of TechSmith.
- 8.7 Benefit. This Agreement shall be binding upon and inure to the benefit of TechSmith and its successors and assigns.
- 8.8 Captions. Captions contained in this Agreement are inserted for reference and in no way define, limit, extend or describe the scope of the Agreement or intent of any provision in the Agreement.
- 8.9 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to the other party.
- 8.10 Authority to Accept. You warrant and represent to TechSmith that this Agreement shall be binding upon You, and that the individual agreeing to be bound under the terms and conditions of this Agreement is authorized or has been empowered to do so.

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