

## Software License Agreement

### END-USER LICENSE AGREEMENT FOR TECHSMITH SOFTWARE -- Snagit

**IMPORTANT-READ CAREFULLY:** This TechSmith Software License Agreement ("TSLA") is a legal agreement between you (either an individual or a single entity) and TechSmith Corporation for the TechSmith software product identified above, which includes computer software and associated media and printed materials, and may include "online" or electronic documentation ("SOFTWARE PRODUCT" or "SOFTWARE"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this TSLA. If you do not agree to the terms of this TSLA, promptly return the unused SOFTWARE PRODUCT to the place from which you obtained it for a full refund.

### SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

#### 1. GRANT OF LICENSE

This TSLA grants you the following rights:

The following section, Systems Software applies to all versions of the SOFTWARE PRODUCT unless the Help > About dialog in the SOFTWARE PRODUCT specifies a Multi-user version.

**Systems Software -** You may install and use one copy of the SOFTWARE PRODUCT on a single computer at a time and only by one user at a time.

**Systems Software (Multi-user) -** You may install and use copies of the SOFTWARE PRODUCT, up to, but not to exceed, the number of licenses shown on your purchase record ("primary copy").

Each primary user of the SOFTWARE PRODUCT specified above, may also install and use an additional copy of the SOFTWARE PRODUCT on a portable device or home computer ( not both ), providing this copy is not used concurrently with the primary copy.

**Network Storage/Use -** You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on your other computers over an internal network; however, you must acquire and dedicate a license for each separate computer on which the SOFTWARE PRODUCT is installed or run from the storage device.

**Concurrent Use -** A license for the SOFTWARE PRODUCT may not be used concurrently on different computers.

#### 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

**Limitations on Reverse Engineering, Decompilation, and Disassembly -** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT.

Separation of Components - The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.

Rental - You may not rent or lease the SOFTWARE PRODUCT.

Software Transfer - You may not permanently transfer all of your rights under this TSLA without the prior written consent of TechSmith.

Termination - Without prejudice to any other rights, TechSmith may terminate this TSLA if you fail to comply with the terms and conditions of this TSLA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

Development License Restrictions - These restrictions apply to a licensee who develops Application Software that utilizes SOFTWARE PRODUCT in a commercially distributed application.

- (i) Must purchase a license of SOFTWARE PRODUCT for each copy of the Application Software sold;
- (ii) SOFTWARE PRODUCT is not the sole or primary component of such Application Software;
- (iii) You must give proper acknowledgment of the copyright of TECHSMITH;
- (iv) Must not be used to create a software application that competes with or is intended to compete with, directly or indirectly, the SOFTWARE PRODUCT;
- (v) The Application Software must add significant value to the SOFTWARE PRODUCT

All other uses that fall outside the scope of the TSLA must receive the prior written permission of TechSmith.

### 3. UPGRADES

If the SOFTWARE PRODUCT is an upgrade from another product, whether from TechSmith or another supplier, you may use or transfer the SOFTWARE PRODUCT only in conjunction with that upgraded product, unless you destroy the upgraded product. If the SOFTWARE PRODUCT is an upgrade of a TechSmith product, you now may use that upgraded product only in accordance with this TSLA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

### 4. COPYRIGHT

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets," incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT, are owned by TechSmith or its suppliers. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may either (a) make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes, or (b) install the SOFTWARE PRODUCT on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

Copyrights and trademarks may not be used on online auction sites without the express prior written permission of TechSmith.

#### 5. INJUNCTIVE RELIEF

The parties agree that if you utilize or otherwise uses any of the Software Product in an unauthorized manner, or breach the remaining terms and conditions of this TSLA, that such 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, in addition to TechSmith's right to recover damages for a breach of this TSLA, TechSmith would be entitled to obtain a temporary restraining order or a preliminary injunction from a court of competent jurisdiction to prevent the You, your employees, agents, consultants, or independent contractors from engaging in any further use of the Software Product or the continued breach of the remaining terms and conditions of this TSLA.

#### 6. DUAL-MEDIA SOFTWARE

You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user.

#### 7. U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE PRODUCT 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 subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is:  
TechSmith Corporation  
2405 Woodlake Drive  
Okemos, MI, 48864-5910 USA

#### 8. MISCELLANEOUS

This TSLA is governed by the laws of the State of Michigan, and 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.

Should you have any questions concerning this TSLA, or if you desire to contact TechSmith for any reason, please contact the TechSmith subsidiary 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>

## 9. LIMITED WARRANTY

TechSmith warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any hardware accompanying the SOFTWARE PRODUCT will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT and hardware, if any, are limited to ninety (90) days and one year, respectively.

## 10. CUSTOMER REMEDIES

TechSmith's and its suppliers' entire liability and your exclusive remedy shall be, at TechSmith's option, either (a) return of the price paid, or (b) repair or replacement of the SOFTWARE PRODUCT or hardware that does not meet TechSmith's Limited Warranty and which is returned to TechSmith with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by TechSmith are available without proof of purchase from an authorized international source.

## 11. NO OTHER WARRANTIES

To the maximum extent permitted by applicable law, TechSmith and its suppliers disclaim all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the software product, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

## 12. NO LIABILITY FOR CONSEQUENTIAL DAMAGES

To the maximum extent permitted by applicable law, in no event shall TechSmith or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software product, even if TechSmith has

been advised of the possibility of such damages. Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

### 13. SURVIVAL

The restrictions and obligations as contained in this TSLA which You have voluntarily agreed to shall survive any expiration, termination or cancellation of this TSLA , and shall continue and remain in effect for one year, said period commencing on the day and year first written above to bind You, and your employees, agents, successors, heirs and assigns.

### 14. INTEGRATION

This TSLA 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.

### 15. AMENDMENTS

Except as otherwise provided in this TSLA, this Agreement may not be amended, altered, or any of its provisions waived on behalf of ether party, except in writing executed by both parties' duly authorized agent.

### 16. ASSIGNABILITY

This Agreement and the rights and duties under this Agreement may not be assigned by you without prior written consent of TechSmith.

### 17. BENEFIT

This TSLA shall be binding upon and inure to the benefit of TechSmith and its successors and permitted assigns.

### 18. COUNTERPARTS

This TSLA may be executed in one or more counterparts, each of which shall be enforceable against the party actually executing the counterparts, and all of which together shall constitute one instrument.

### 19. CAPTIONS

Captions contained in this Agreement are inserted for reference and in no way define, limit, extend or describe the scope of the TSLA or intent of any provision in the TSLA.

### 20. SEVERABILITY

If any provision of this TSLA becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this TSLA 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 TSLA to the other party.

#### 21. AUTHORITY TO EXECUTE

You warrant and represent to TechSmith that this TSLA shall be binding upon You once executed, and that the individual executing this document is authorized or has been empowered to do so.