

## END-USER LICENSE AGREEMENT FOR TECHSMITH SOFTWARE - CAMTASIA® for Windows and Mac

**Effective Date: April 2021**

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- a) "**Computer**" means a virtual or physical computer device that accepts information in digital or similar form and manipulates it for specific result based on a sequence of instructions.
- b) "**Content**" means any video, audio, data, music, still images, quizzes and any other output of the Software and any video, audio, data, music, still images, quizzes or other input into the Software.
- c) "**Device**" means a computer hardware system (whether physical or virtual) with a storage device or a mobile device capable of running the Software. A hardware partition or blade is considered to be a Device.
- d) "**Internal Network**" means a private, proprietary network resource accessible only by employees and individual contractors of a specific corporation or other business entity. An Internal Network does not include portions of the internet or any other network community open to the public, such as membership or subscription driven groups, associations and similar organizations.
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- f) "**Resellers and Distributors**" means a TechSmith authorized partner, e-merchant, or a portal where TechSmith manages its Software channel.
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- h) "**Your Content**" means the Content resulting from your use of the Software.

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Except as may be set forth in a separate agreement, amendment, or addendum to this EULA which sets forth a different term for your license, TechSmith hereby grants you a perpetual, non-exclusive, non-transferable, non-sublicensable, limited license to install and run the Software in a manner consistent with its design and documentation. The license granted herein is in all cases subject to and conditioned on your payment of the license fees and your compliance with this EULA.

## 2. Scope of Licensed Use.

**2.1 General and Cross Platform Use.** Except as otherwise provided in this EULA and so long as you comply with the terms and conditions of this EULA, you are licensed to install and run one copy of the Software on one assigned individual user's licensed device (the first licensed device) . Except where the Software has been licensed as a multi-user program (such as a site license) and provided that you comply with all the terms and conditions of this EULA and when required by the Software, you present a valid, authorized, and activated Software key, you may also install and run a second copy of the Software on a second licensed device for the same assigned individual user. The two licensed devices may not be used simultaneously by that assigned individual user. You are licensed to install and use both the Camtasia® for Windows and Mac version of the Software, provided that you are only licensed to use one version of the Software on one platform and in one language at a time (not simultaneously). The components of the Software are licensed as a single unit, and you may not separate or virtualize the components and install them on different devices. The Software is licensed for your internal business or individual use only, whichever is applicable. The Software licensed hereunder may only be used in accordance with the license model described in your quote or order.

**2.2 Distribution from Server.** So long as you comply with the terms and conditions of this EULA, you are licensed to copy an image of the Software onto Computer file server(s) within your Internal Network for the purpose of downloading and installing the Software onto devices within the same Internal Network for use as permitted herein.

**2.3 Server use.** So long as you comply with the terms and conditions of this EULA, you are licensed to install a copy of the Software on Computer file server(s) within your Internal Network only for use of the Software initiated by an individual from a Computer within the same Internal Network as permitted by this EULA. The total number of users (not the concurrent number of users) able to use the Software on such Computer file servers(s) may not exceed the number permitted by the license ordered by you.

By way of example, the foregoing does not permit you to install or access (either directly or through commands, data or instructions) the Software: (i) from or to a Computer or device not part of your Internal Network, (ii) for enabling web hosted workgroups or services available to the public, (iii) by an individual or entity to use, download, copy or otherwise benefit from the functionality of the Software unless licensed to do so by TechSmith, (iv) as a component of a system, workflow or service accessible by more than the number of users permitted by the license ordered by you, or (v) for operations not initiated by an individual user (e.g., automated server processing).

**2.4 Backup Copy.** So long as you comply with the terms and conditions of this EULA, you are licensed to make a reasonable number of backup copies of the Software, provided your backup copies are not installed or used for other than archival purposes.

**2.5 Integrity of 3rd Party Content and Software.** Your use of the Software may be affected by digital rights management systems in order to protect the integrity of certain third party Content and the Software. You may not use any Computer or hardware designed to defeat any copy-protection device, should the Content or Software you have licensed utilize such protection. You may not remove or alter any trademark, trade names, product names, logos, copyright notices, legends, symbols, labels, or watermarking in any third party Content or the Software, except to the extent as expressly indicated in the third party Content or Software.

**2.6 Multiple Environment/Multiple Platforms/Dual-Media Software.** If you were licensed to receive the Software in a manner that supports multiple environments, platforms, operating systems or languages or in more than one medium, regardless of the type or size of medium you receive, you are licensed to use only one environment, platform, operating system, language or medium that is appropriate for your single Computer at a time. By way of clarity and in accordance with this EULA, you are only licensed to use one version of the Software on one platform and in one language at a time (not simultaneously). You may not use or install the other medium on another Computer other than as expressly stated in the EULA. You may not loan, rent, lease, license, distribute or otherwise transfer the other medium to another user.

### 3. Description of Other Rights and Limitations.

The license granted to you in this EULA is further conditioned upon your compliance with all of the following conditions:

- a) **Limitations on Reverse Engineering, De-compilation, and Disassembly.** You may not reverse engineer, decompile, translate, localize or disassemble the Software.
- b) **Separation of Components.** The Software is licensed as a single product. Its component parts may not be separated for use on more than one Computer. You may not unbundle or repackage the Software for distribution.
- c) **No Rental or Other Distribution.** You may not rent, license, assign, transfer, time share, host, lend, sublicense, distribute, or lease the Software, or any access code or any licenses associated with the same for any purpose, except as otherwise expressly provided in this EULA.
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access to the Software may be decommissioned and replaced by providing a new employee with credentials) provided you do not exceed the total number of licenses permitted by your order.

- e) **No Distribution or Sale of Software Keys.** The Software and any copies of the Software keys related to the Software may not be copied, reproduced, distributed, used, posted, modified, adapted, prepare derivatives of or displayed in any form or manner on any online auction sites or any other site of any kind without the express prior written permission of TechSmith. Any distribution, transfer, or posting made in violation of the requirements, conditions, or restrictions of this section will be void and may result in termination of this EULA.

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#### **5. Termination.**

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TechSmith's and its suppliers' or licensor's entire liability and your exclusive remedy for a breach of the Limited Warranty set forth herein, shall be, at TechSmith's option, either: (a) to refund the license paid; or (b) to repair or replace the Software that does not meet TechSmith's Limited Warranty and which is returned to TechSmith in accordance with our [Return Policy](#). This Limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software 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.

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**12.2.3 Library Content Restrictions.** The license in the Library Content granted to you in this EULA, is further conditioned upon your compliance with all of the following conditions:

- a. You shall not use, resell, market, distribute, sublicense, lease or rent the Library Content on a stand-alone basis (i.e. other than as part of your Content created in connection with your use of the Software) in any manner, including, without



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- b. You shall not use the Library Content or any part thereof, as part of a trademark, service mark, trade name or logo;
  - c. You shall not use the Library Content to compete with TechSmith;
  - d. You shall not use the Library Content as part of a product, program or service or any electronic format intended for multiple distribution or licensing, including, without limitation, templates for web sites, software programs or services, video games and game consoles, etc.;
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  - f. You shall not remove any notice of copyright, trademark or other proprietary rights and/or notice imbedded in the Library Content;
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  - h. You shall not display the Library Content on a stand-alone basis (i.e. other than as a part of your Content created in connection with your use of the Software) in an electronic format that enables a Library Content to be downloaded or distributed via mobile devices or shared on a peer-to-peer or similar file sharing arrangements;
  - i. You shall not use the Library Content in any manner which would give a false impression that TechSmith somehow endorsed, sponsored, approved or co-authored your Content; and
  - j. Any and all rights not specifically granted herein or in any additional terms, conditions or restrictions as referenced in this section, section 22 and the Addendums set forth below, are reserved by TechSmith and/or its suppliers or licensors.

**12.2.4 Your Representations and Warranties Regarding Your Content.** You represent and warrant that: (a) you are the owner, licensee, or authorized user of all your Content; and (b) you will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or TechSmith, or any rights of publicity or privacy of any party, whether foreign or domestic; (iii) attempts to mislead others about your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents your affiliation with any other person or entity, or is



otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, hateful, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; or (vii) violates any law, statute, ordinance, or regulation (including, without limitation, the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

### **13. Quizzing and Upload Features.**

#### **13.1 Quizzing.**

The Software contains an optional feature that permits the user to create and administer online quizzes (“Quizzing”) By configuring and submitting Content for Quizzing, you acknowledge that your Content will be transmitted to TechSmith’s servers for processing and you hereby grant to TechSmith an unrestricted, perpetual, non-exclusive, fully-paid and royalty-free, license to reproduce, distribute, display, and otherwise use your Content as necessary to provide you with the Quizzing services. In addition, you grant us the right to use such quiz content and/or data to improve the quality of the Software. You also hereby grant each of your viewers of your Content, a non-exclusive license to access your Content through the Software, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Quiz.

#### **13.2 Uploading.**

The Software contains an optional feature that permits the user to upload Content to other TechSmith products and services or to third party products and services (“Upload Feature”). By configuring and using the Upload Feature, you expressly consent to your Content being shared by TechSmith for processing with the TechSmith products or service or the third party product or service that you have selected. You hereby grant to TechSmith an unrestricted, perpetual, non-exclusive, fully-paid and royalty-free, license to reproduce, distribute, display, and otherwise use your Content as necessary to provide you with the Upload Feature. Use of third party products or services are subject to that party’s terms of use or service as applicable.

#### **13.3 Termination of Content License.**

The above licenses granted by you in your Content when you elect to use Quizzing or Uploading (together, the “Online Services”) will terminate within a commercially reasonable time after you remove or delete your Content from the Software. You understand and agree, however, that TechSmith may retain, but not display, distribute, or perform, server copies of your Content that have been removed or deleted consistent with TechSmith’s internal process for overwriting and permanently deleting Content.

#### **13.4 TechSmith's Access to Your Content.**

You acknowledge that the Online Services are automated (e.g., your Content is uploaded using software tools and TechSmith servers) and that TechSmith personnel will not access, view, or listen to any of your Content, except: (a) as reasonably necessary to provide you with the Online Services you have requested, (b) to respond to support requests; (c) to detect, prevent, or otherwise address fraud, security, or technical issues; (d) as deemed necessary or advisable by TechSmith in good faith to conform to legal requirements or comply with legal process; or (e) to enforce this EULA, including investigation of potential violations hereof. TECHSMITH MAY ALSO COLLECT CERTAIN INFORMATION WHERE REQUIRED TO PROVIDE YOU WITH THE ONLINE SERVICES, SUCH AS NAMES AND E-MAIL ADDRESSES WHICH ALSO MAY BE SENT TO A TECHSMITH WEB SERVER OR A THIRD PARTY SERVERS TO PROVIDE YOU WITH YOUR REQUESTED ONLINE SERVICES.

**14. Survival.** The conditions, restrictions and obligations as contained in this EULA which you have voluntarily agreed to shall survive any expiration, termination or cancellation of this EULA, and shall continue and remain in effect to bind you, and your employees, agents, successors, heirs and assigns to the extent necessary to fulfill their essential purposes.

**15. Integration.** This EULA and the applicable license order and Addendums sets forth the entire Agreement and understanding between the parties as to the subject matter of this EULA and supersedes all prior discussions, representations, and amendments of understandings of every kind and nature between the parties.

**16. Amendments.** This EULA may not be amended, altered, or any of its provisions waived on behalf of either party, except in writing executed by both parties' duly authorized agent.

**17. Assignability.** Except as otherwise expressly provided under this EULA, this EULA and the rights and duties under this EULA may not be assigned by you without the prior written consent of TechSmith.

**18. Benefit.** Except to the extent forbidden in this EULA, this EULA shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

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

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

**21. Authority to Accept.** You warrant and represent to TechSmith this EULA shall be binding upon you, and that the individual agreeing to be bound under the terms and conditions of this EULA is authorized or has been empowered to do so.

**22. Third Party Beneficiary.** You acknowledge and agree that TechSmith's suppliers and licensors (and/or TechSmith if you obtained the Software from any party other than TechSmith) are third party beneficiaries of this EULA, with the right to enforce the obligations set forth herein with regard to the respective technology, applicable software or Content of such suppliers, licensors and/or TechSmith.

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**24. Governing Law and Jurisdiction.** This EULA 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 or has a presence 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 inconvenient forum and any objection to venue of any action instituted under this EULA by TechSmith in any jurisdiction. This EULA shall not be governed by the United Nations' Convention on Contracts for the International sale of Goods, the application of which is expressly excluded. If you are a federal, state, or local government entity in the United States using the Software in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, this EULA and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Michigan (excluding choice of law).

## Addendum for Apple Mac Store Licenses

Notwithstanding anything to the contrary set forth in the above EULA and the above Addendums, if you obtained a license to the Software through the use of Apple's Mac App Store (**but only if you obtained your license to the Software through Apple's Mac App Store**), the following additional terms and conditions shall apply:

1. **Acknowledgement.** You acknowledge that the EULA and this Addendum to the same is between TechSmith and you only, and that Apple, Inc. ("Apple") is not a party to this EULA. You acknowledge that TechSmith is solely responsible for the Software and the content thereof.
2. **Scope of License.** Subject to your compliance with the terms and conditions of the EULA set forth above and this Addendum to the same, TechSmith grants you a non-exclusive, non-transferable license to install and execute the Software solely for your personal use on any Mac Product(s) that You own or control and as permitted by the Apple Usage Rules set forth in the terms of service applicable to the Mac App Store, except that such Software may be accessed and used by other accounts associated with you via Family Sharing.
3. **Maintenance and Support.** You acknowledge that Apple will not have any obligation whatsoever to provide any maintenance or support with respect to the Software.
4. **Warranty.** You agree that the TechSmith shall be solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed in the EULA and this Addendum to the same. In the event of any failure of the Software to conform to any applicable warranty, you have the right to notify Apple and Apple will refund the license fee to the Software to you. You acknowledge that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software and all other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty shall be the sole responsibility of TechSmith, to the extent applicable.
5. **Product Claims.** Both parties agree that it is TechSmith, and not Apple, that is solely responsible for addressing any claims made by you or any third party relating to the Software or your possession and/or use of the Software, including, but not limited to (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the Software's uses of the HealthKit and HomeKit frameworks, if applicable. The EULA may not limit TechSmith's liability to you beyond what is permitted by applicable law.
6. **Intellectual Property Rights.** Both parties acknowledge that in the event of any third party claim that the Software or your possession and use of the Software infringes such third party's intellectual property rights, Apple will not be responsible for the

investigation, defense, settlement and discharge of any such intellectual property infringement claim.

7. **Legal Compliance.** You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and (ii) you are not listed on a U.S. Government list of prohibited or restricted parties.
8. **Third Party terms of Agreement.** You must comply with applicable third party terms of agreement when using the Software.
9. **Third Party Beneficiary.** Both parties acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of the EULA and this Addendum to the same, and that, upon Your acceptance of the terms and conditions of the EULA and this Addendum to the same, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA and this Addendum to the same against you as a third party beneficiary thereof.
10. **Apple Minimum Terms Control.** You acknowledge and agree that if any of the terms and conditions of the EULA and this Addendum to the same are inconsistent or in conflict with Apple’s applicable instructions for Minimum Terms for Developer’s End User License Agreement, the terms and conditions of Apple’s instructions for Minimum Terms of Developer’s End User License Agreement shall apply.

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## Addendum for Use of Shutterstock Content

Notwithstanding anything to the contrary set forth in the above EULA, if you desire to use the Shutterstock Content contained in the Library Content, the following additional terms and conditions shall apply:

### 1. Definitions

- a. "Content" as used herein refers, collectively, to Images, Footage and Music. No content available from Shutterstock marked "Editorial Use Only" shall be deemed Content hereunder.
- b. "Derivative Work" shall mean work product created using the Platform, provided such work product contains material creative elements separate from the Content.
- c. "Footage" as used herein means any moving images, animations, films, videos or other audio/visual representations, excluding still images, recorded in any format that are available for license from the Shutterstock Premier website.
- d. "Image(s)" as used herein means "icons" available for license from the Shutterstock Premier website.
- e. "Music" means certain musical compositions, master recordings, and any other recordings containing sounds or a series of sounds, in all formats, now known and hereinafter developed, which is available for license from Shutterstock;
- f. "Platform" shall mean TechSmith's suite of screen recording and video editing tools, specifically, the Software.

### 2. Use Restrictions and Obligations

You shall not use any item of Content:

- i. Except solely as incorporated into a Derivative Work.
- ii. together with pornographic, defamatory, or unlawful content or in such a manner that it infringes upon any third party's trademark or intellectual property rights.
- iii. portraying any person depicted therein (a "Model") in a way that a reasonable person would find offensive, including but not limited to depicting a Model: a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; b) in connection with the advertisement or promotion of tobacco products; c) as endorsing a political party, candidate, elected official, or opinion; d) as suffering from, or medicating for, a physical or mental ailment; or e) engaging in immoral or criminal activities.
- iv. as a trademark, service mark, or logo or in a manner that infringes upon any third party's trademark or other intellectual property right.

- vi. for the purpose of reselling, marketing, distributing, sublicensing, leasing or renting the Content on a stand-alone basis (i.e. other than as part of your Content created in connection with your use of the Software) in any manner, including, without limitation, online auctions or on any other online or mobile or wireless or other storage media devices
- a. You shall not claim ownership of any Music or otherwise register any Music with any called “user-generated” content distribution platforms (e.g., YouTube) even as synchronized with a Derivative Work, nor shall you distribute Music as or as part of a musical composition or sound recording even if it has been transformed, edited, re-mixed, re-recorded, or modified with additional instruments or vocals.
- b. You shall not sell, transfer, share, give away or sublease the Content by itself or collectively, as part of a bundle, or in any manner except solely as embodied within the Derivative Work.
- c. If and where commercially reasonable, the use of Music incorporated into a film, video, television series, or other adaptations of a production as an audiovisual work shall be accompanied by a credit to Shutterstock in substantially the following form:
  - ”[Music Title]’ performed by [Artist], used under license from Shutterstock”
  - For clarity, you shall not be required to provide a credit for Music utilized in productions for advertising, publicity and promotional purposes.

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