

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

Effective Date: January 2024

This End-User License Agreement ("EULA") is a legally binding license agreement between the entity or organization you represent, or if you do not designate an entity or an organization in connection with a license purchase, you in your individual capacity ("Licensee") and TechSmith Corporation, whose address is 14 Crescent Road, East Lansing, MI 48823 USA ("TechSmith") for the TechSmith Software identified above and as further defined in this EULA.

Definitions used in this EULA.

- a. "Authorized User" means: (i) you, if you licensed this software in your individual capacity, or (ii) the named individuals who have been provided with a right to use and access the Software as part of a Licensee's organization or group, such as a business or other commercial entity, government entity, non-profit organization, or educational institution. Licensee shall be liable for the acts and omissions of all Authorized Users to the extent any of such acts or omissions, if performed by Licensee, would constitute a breach of, or otherwise give rise to liability to Licensee under this EULA.
- b. "**Content**" means any video, audio, data, music, still images, and any other output of the Software and any video, audio, data, music, still images, 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 the Licensee's private, proprietary network resource accessible only by Authorized Users. 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.
- e. "Licensee Content" means the Content resulting from the use of the Software by Licensee and its Authorized Users or Content input into the Software by Licensee and its Authorized Users.
- f. "Order" means any ancillary documentation to this EULA, including but not limited to a site license addendum, an amendment, a quotation, or a similar document referencing the Software or this EULA that is entered into or agreed by TechSmith and a Licensee that is a business or commercial entity, government entity, non-profit organization, or educational institution. An Order may set forth a number of Authorized Users, a term for Licensee's use of the Software, or other terms and conditions defining the scope and use of the Software.
- g. "Resellers and Distributors" means a TechSmith authorized partner, e-merchant or a portal where TechSmith manages its Software channel.

h. "**Software**" means a copy of the computer software application identified above and associated media, and optional online services (specifically the Sharing Feature defined herein) and may include "online" or electronic documentation as well as licensed third-party Content. The Software does not include source code. The Software is for use and runs on Windows and Mac operating systems only, and the Software will not be operable on any other systems.

1. Grant of License.

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, such as a site license addendum or a subscription addendum, TechSmith hereby grants Licensee a perpetual, non-exclusive, non-transferable, non-sublicensable, limited license to install and run the Software in a manner consistent with its design and this EULA for a single Authorized User. The license granted herein is subject to and conditioned upon the payment of the applicable license fees and on Licensee and its Authorized Users complying with this EULA.

2. Scope of Licensed Use.

- **2.1 General and Cross Platform Use.** Subject to compliance with all terms and conditions of this EULA and provided a valid, authorized, and activated Software key is presented, Licensee is licensed to install and run one copy of the Software on one Device for use by a single Authorized User. Excluding licensing models where the Software has been licensed as a multi-user program (such as a site license) a second copy of the Software may be installed on a second Device for use by the same Authorized User. Both the Windows and Mac versions of the Software may be installed and used. In no event may the permitted copies of the Software installed by a single Authorized User be used simultaneously on more than one Device at a time. The components of the Software are licensed as a single unit and may not be separated or virtualized and installed on different Devices. The Software may only be used for the internal purposes of the Licensee.
- **2.2 Distribution from Server.** Subject to Licensee's compliance with the terms and conditions of this EULA, an image of the Software may be placed onto an Internal Network for the purpose of downloading and installing the Software onto an Authorized User's Devices provided that the total number of Authorized Users may not exceed the number of licenses purchased by the Licensee.
- **2.3 Server use.** Subject to Licensee's compliance with the terms and conditions of this EULA, the Software may be installed on an Internal Network only for use by an Authorized User from a Device within the same Internal Network. The total number of Authorized Users (not the concurrent number of Authorized Users at any given time) able to use the Software on such Internal Network may not exceed the number of Authorized Users purchased by the Licensee.

The foregoing does not permit installation of or access to the Software (either directly or through commands, data or instructions): (i) from or to a Device not part of the Licensee's Internal Network, (ii) for enabling web hosted workgroups or services available to the

public, (iii) by an Authorized User to use, download, copy or otherwise benefit from the functionality of the Software unless permitted by Licensee and the terms and conditions of this EULA, (iv) as a component of a system, workflow or service accessible by more than the number of Authorized Users permitted by the number of licenses purchased by the Licensee, or (v) for operations not initiated by an individual Authorized User (e.g., automated server processing).

- **2.4 Restrictions on Secondary Use.** Where a Licensee's Order permits two or more Authorized Users, the second copy of the Software permitted in Section 2.1 herein must be used solely for the benefit of the same individual Authorized User that the license has been provisioned for and may not be used to increase the total number of permitted Authorized Users.
- **2.5 Backup Copy.** TechSmith permits the creation of a reasonable number of backup copies of the Software provided such backup copies are not installed or used for other than archival purposes.
- **2.6 Integrity of 3rd Party Content and Software.** 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. It is strictly prohibited to use any technology or hardware capable of or designed to defeat any copy-protection or to 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 expressly permitted by such third party Content or the Software.
- **2.7 Multiple Environment/Multiple Platforms/Dual-Media Software.** The Software may only be deployed in one environment, platform, operating system, language or medium on a single Device at a time. You may not use or install the Software on additional Devices other than as expressly stated in the EULA.

3. Description of other Rights and Limitations.

The license granted in this EULA is further conditioned upon Licensee complying at all times with the following conditions and causing each Authorized User to also comply with the following conditions:

- a. **Prohibition on Reverse Engineering, De-compilation, and Disassembly.** The Software may not be reverse engineered, decompiled, translated, localized or disassembled for any purpose.
- b. **Separation of Components.** The Software is licensed as a single product and its component parts may not be separated for use on more than one Device, and the Software may not be unbundled or repackaged for distribution.
- c. **No Rental or Other Distribution.** The Software may not be rented, licensed, assigned, transferred, or used for the purposes of time sharing, hosting, lending, sublicensing, distribution, or leasing, nor may any access code, software key, or any licenses associated with the same be used for any purpose prohibited herein.

- d. No Software License Transfers. Except as provided herein, the Software and this license granted herein may not be assigned or transferred to a third party under any circumstances without TechSmith's prior written consent and any such approved transferee must agree in writing to be bound by the terms and conditions of this EULA. The Software and this license may not be assigned or transferred on a short term or temporary basis without TechSmith's prior written consent except as provided herein. Where the Software has been licensed pursuant to an Order for use by two or more Authorized Users (such as a site license), the Licensee organization may re-deploy an individual license from an existing Authorized User to a new Authorized User in the event the existing Authorized User no longer uses or has access to the Software and such re-deployment does not increase the total number of permitted Authorized Users.
- **e. No Distribution or Sale of Software Keys**. The Software and the Software keys related to the Software may not be copied, reproduced, distributed, used, posted, modified, adapted, nor may any party prepare derivatives of or display the Software and the Software Keys in any form or manner on any online auction sites or any other public 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.

4. License Compliance

- **4.1** TechSmith collects information for fraud and piracy prevention including the number of downloads or installations of the Software through a "call-home" system which may be sent to a TechSmith or a third party cloud server for storage or further processing by TechSmith or its vendors that provide license compliance services. Such information shall include the IP address, computer and session ID, and information about the Software license keys installed.
- **4.2** The Software includes technology designed to prevent unauthorized use and copying. Failure to follow the validation, installation, or license management process for the Software may result in such technology preventing the use of the Software. In addition, TechSmith utilizes monitoring and scouring technologies to obtain and transmit data on users of illegal copies of the Software. This data collection is not performed on valid and legal Software installations. If you are using an illegal copy of the Software, you are subject to the collection and transmission of such data as described herein. You are advised to cease using the illegal version and contact TechSmith or one of its authorized Resellers and Distributors to obtain a legally licensed copy.

5. Termination.

5.1 TechSmith may terminate this EULA upon failure to comply with any of the terms and conditions of this EULA, which includes, but is not limited to, the unauthorized reproduction, copying, distribution, modification, adaptation, display or the creation of a derivative of the Software or the Software keys associated with the same. In such event, upon termination the Licensee must delete or destroy all copies of the Software and all

Software keys associated with the same including all component parts and must provide TechSmith a written certification as to the same.

5.2 BY PAYING THE LICENSE FEE FOR THE SOFTWARE WITHOUT REQUESTING A REFUND OF SUCH FEE (IN ACCORDANCE WITH TECHSMITH'S RETURN AND CANCELLATION POLICIES AND PROCEDURES AND/OR THE APPLICABLE RETURN AND CANCELLATION POLICIES OF TECHSMITH'S AUTHORIZED RESELLERS AND DISTRIBUTORS), OR INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, INDICATES ACCEPTANCE OF THIS EULA AND AGREEMENT TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. Intellectual Property Rights.

6.1 This EULA is for the licensed use and access to the Software and is not an agreement for sale. Licensee acknowledges that without regard to the use of the word "purchase" or "Reseller" or the like in this EULA, no ownership rights are being conveyed to Licensee or its Authorized Users under this EULA or otherwise. All rights, title, and interests, including, but not limited to, all copyrights, trade secret rights, patent and trademark rights, whether foreign or domestic, in and to the Software (including, but not limited to, any source or object code, images, photographs, animations, video, audio, music, text, and apps incorporated into the Software), any online documentation, and any copies of the Software, are owned by and shall remain the sole property of TechSmith or its suppliers or licensors.

6.2 THE SOFTWARE IS PROTECTED BY U.S. COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. TECHSMITH AND/OR ITS SUPPLIERS OR LICENSORS, ARE AND SHALL REMAIN THE OWNERS OF ALL INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE. THE SOFTWARE IS LICENSED ON A NON-EXCLUSIVE, NON-ASSIGNABLE, NON-TRANSFERABLE, LIMITED, PERSONAL BASIS, NOT SOLD.

7. Injunctive Relief.

Any use of the Software in any unauthorized manner, or breach the terms and conditions of this EULA, may 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. In such event, in addition to TechSmith's right to recover damages for a breach of this EULA, TechSmith shall be entitled to obtain a temporary restraining order or a preliminary injunction from a court of competent jurisdiction, without posting of bond or other security or proof of actual damages, to prevent Licensee, its Authorized Users, and any employees, agents, consultants, or independent contractors from engaging in any further mis-use of the Software or the continued breach of the terms and conditions of this EULA.

8. U.S. Government Restricted Rights.

The Software 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. The Manufacturer is TechSmith Corporation, 14 Crescent Road, East Lansing, MI 48823 USA. As a condition to the license granted under this EULA, Licensee on behalf of itself and its Authorized Users agrees that the Software may not be downloaded or otherwise exported or re-exported: (i) into (or to 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 Software, Licensee agrees to the foregoing and represents and warrants that neither Licensee nor any of its Authorized Users are not located in or under the control of, a national resident of any such country or on any such list.

9. Limited Warranty.

TechSmith warrants that the Software will substantially conform to the applicable documentation and specifications and will be in good working order for a period of ninety (90) days following the date of purchase. This warranty does not apply if the Software: (i) has been altered, except by TechSmith or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by TechSmith, or (iii) has been subjected to misuse, negligence, or accident.

EXCEPT AS EXPRESSLY SET FORTH IN THE PARAGRAPH ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TECHSMITH AND ITS SUPPLIERS, AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

10. Customer Remedies.

TechSmith's and its suppliers' or licensor's entire liability and Licensee's 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 Reseller or Distributor.

11. LIMITATION OF LIABILITY.

In no event will TechSmith be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Software or otherwise, even if TechSmith has been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of TechSmith, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the license fees paid for the Software that gave rise to the claim. This limitation of liability for Software is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

12. Content and Indemnity.

12.1 Licensee, on behalf of itself and its Authorized Users, is solely responsible for any claims or causes of action that may arise in connection with Licensee Content, including but not limited to the obligation to make and keep back-up copies of Licensee Content, and the use and distribution of Licensee Content. Licensee and its Authorized Users must comply with all laws applicable to the use of the Software and Licensee Content. Notwithstanding anything to the contrary herein, TechSmith has no responsibility or liability for a Licensee or its Authorized Users deletion or accuracy of Licensee Content or any other Content, the failure to store, transmit or receive transmission of Licensee Content or any other Content (whether or not processed by an online service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the Software. Certain features of the Software provide the capability to specify the level at which the Software may restrict access to Licensee Content. Licensee is solely responsible for applying the appropriate level of access to Licensee Content. Licensee agrees on behalf of itself and its Authorized Users to defend, indemnify and hold TechSmith, its affiliates, subsidiaries, officers, directors, employees, consultants, agents, suppliers, licensors, Resellers, and Distributors from any and all third party claims, whether foreign or domestic, and any and all liability, damages and/or costs including, but not limited to, reasonable attorney fees, arising from Licensee Content and the distribution of the same, the mis-use of the Software or violation of this EULA or any applicable law, or the infringement or violation by Licensee or any Authorized User of any agreement of any kind or any intellectual property or other right, including but not limited to, patent, trademark, copyright or trade secret rights of any person or entity or any claims that may or are alleged to result in the invasion of privacy, slander, libel or for infringement on a person's rights of publicity due to the publication or distribution of Licensee Content.

12.2 Ownership of Content, License, and Restrictions.

12.2.1 Ownership. Title and intellectual property rights in and to any Content, displayed by, reproduced, recorded or accessed through the Software, belongs to the respective Content owners. Such Content may be protected by copyright or other intellectual property laws and treaties and may be subject to terms of use of the third party providing or displaying such Content. This EULA does not grant any rights to use such Content other than as expressly indicated in the Software, this EULA or any Orders including Addendums to the same. The Software may be used to reproduce or record Licensee Content, so long as such use is limited to the reproduction of non-copyrightable Content, Content which the intellectual property rights in and to the same are owned or licensed by Licensee or its Authorized Users, or Content which Licensee or its Authorized Users are authorized or legally permitted to reproduce, record or display.

12.2.2 Representations and Warranties Regarding Licensee Content. Licensee represents and warrants on behalf of itself and its Authorized Users that they possess the ownership rights or are the licensee, or authorized user of Licensee Content and will not upload, record, publish, post, link to, or otherwise transmit or distribute Licensee 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 the identity or the origin of a message or other communication, or impersonates or otherwise misrepresents an 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. Sharing Features.

13.1 Sharing.

The Software contains an optional online service feature that permits an Authorized User to share Licensee Content to other TechSmith products and services or to third party products and services ("Sharing Feature"). By configuring and using the Sharing Feature, Licensee expressly consents on behalf of itself and its Authorized Users to Licensee Content being shared by TechSmith for processing with the TechSmith products or service or the third party product or service selected. Licensee, on behalf of itself and its Authorized

Users, hereby grants to TechSmith an unrestricted, perpetual, non-exclusive, fully-paid and royalty-free, license to reproduce, distribute, display, and otherwise use Licensee Content solely as necessary to provide the Sharing Feature. Use of third party products or services are subject to that party's terms of use or service as applicable.

13.2 TechSmith's Access to Licensee Content.

Use of the Sharing Feature is an automated process (e.g., Licensee Content is uploaded using software tools and TechSmith servers) and TechSmith personnel will not access, view, or listen to any Licensee Content, except: (a) as reasonably necessary to facilitate the Sharing Feature to share Licensee Content as 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 THIS SERVICE, SUCH AS NAMES AND E-MAIL ADDRESSES WHICH ALSO MAY BE SENT TO A TECHSMITH SERVER OR A THIRD-PARTY SERVERS TO PROVIDE THE REQUESTED SERVICES.

- **14. Survival.** The conditions, restrictions and obligations as contained in this EULA shall survive any expiration, termination or cancellation of this EULA, and shall continue and remain in effect to bind Licensee, its Authorized Users, and any employees, agents, successors, heirs and assigns to the extent necessary to fulfill their essential purposes.
- **15. Integration.** This EULA, and all applicable Orders set 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.** TechSmith may amend this EULA by posting an amended version on its website. Licensee's continued use of the Software following the effective date of an amendment will confirm Licensee's consent thereto. Except as otherwise provided in this section of this EULA, 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 Licensee 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**. Licensee warrants and represents to TechSmith this EULA shall be binding upon Licensee and each of its Authorized Users, 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 on behalf of the Licensee.
- **22.** Third Party Beneficiary. Licensee acknowledges and agrees that TechSmith's suppliers and licensors (and/or TechSmith if the license for the Software was obtained through 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.
- 23. Third Party Acknowledgement and Terms. The Software licensed under the terms and conditions of this EULA may use or include third party components, Content, other copyrighted material, and/or open source software which may be subject to certain "open source" or "free software" licenses ("Open Source Software"). Acknowledgments, licensing terms and additional disclaimers for such components, Content, materials, or Open Source Software are contained in the "online" electronic documentation for the Software, including without limitation, a 3rdPartyLicensing.txt file or may otherwise accompany the same, or are contained in Addendums to this EULA, and the use of such components, Content, other materials, and/or Open Source Software is governed by their respective terms and conditions and nothing in this EULA limits the rights of Licensee or grants any rights that supersede the terms and conditions of any such applicable third party terms and conditions for such third party components, Content, materials, and/or Open Source Software.
- **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. Licensee, on behalf of itself and its Authorized Users agrees to the exclusive jurisdiction of the Courts of the State of Michigan, U.S.A. and the United States district court that is 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 and 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. Licensees that are a federal, state, or local government entities in the United States using the Software in an official capacity and which are legally unable to accept the controlling law, jurisdiction or venue clauses above are bound 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 the Licensee ("you" in this Addendum) 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:

- 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 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.

IF YOU DO NOT AGREE TO THE FOREGOING TERMS AND CONDITIONS, YOU DO NOT HAVE A RIGHT TO DOWNLOAD, INSTALL OR USE THE LICENSED SOFTWARE.



Addendum for Use of Sharing Feature

Notwithstanding anything to the contrary set forth in the above EULA, if you desire to use the Sharing Feature contained in the Software to share Content with a third party, you are subject to that party's terms of use or service. You should consult such third party's website for more information and if applicable, review the terms and conditions set forth below. Please note that the Sharing Feature may be disabled at the administrator level by following the instructions set forth at https://assets.techsmith.com/Docs/Snagit-2024-Deployment-Tool-Guide.pdf.

If you desire to share Content with YouTube, the following terms and conditions apply:

YouTube Integration

Sharing Content to YouTube is subject to the YouTube Terms Of Services https://www.youtube.com/t/terms. You can learn more about YouTube's privacy policy by visiting https://policies.google.com/privacy and you can review your security settings by visiting https://security.google.com/settings/security/permissions

IF YOU DO NOT AGREE TO THE FOREGOING TERMS AND CONDITIONS, YOU DO NOT HAVE A RIGHT TO DOWNLOAD, INSTALL OR USE THE LICENSED SOFTWARE.



Addendum for Subscription Model Licensing

Notwithstanding anything to the contrary set forth in the above EULA, if you purchase a subscription to the Software, the following terms and conditions shall apply:

1. Grant of License.

TechSmith hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to access the Software during the term of your subscription. The license granted herein is in all cases subject to and conditioned on your payment of the subscription fees when due and your compliance with this EULA.

2. Registration and Password.

To purchase a subscription you must be 18 years or over. We reserve the right to refuse registration to anyone for any reason at any time.

You agree that the information that you provide to us on registration and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times. This is especially important with respect to your email address, since that is the primary way in which we will communicate with you about your account and your orders.

When you create an account, you will be asked to provide a password. As you will be responsible for all activities that occur under your password, you should keep your password confidential. You must notify TechSmith immediately of any unauthorized use of your password or if you believe that your password is no longer confidential. We reserve the right to require you to alter your password if we believe that your password is no longer secure.

3. Required Internet Connection.

Your use of the Software requires connection to the internet once every ninety (90) days in order to confirm the validity of your subscription. In the event more than ninety (90) days has passed since the Software has verified the validity of your subscription, access to the Software will be disabled until the device it is installed on has connected to the internet and confirmed the validity of your subscription.

4. Scope of Licensed Use for Subscriptions.

The Software may be installed on an unlimited number of devices, however you are only licensed to sign in on one device at a time and to use only one version of the Software on one platform and in one language at a time (not simultaneously). You may not loan, rent, lease, license, distribute or otherwise transfer your access credentials to another user unless permitted in this EULA.

5. Renewal.

The term of your subscription shall automatically renew. You may disable the auto-renewal feature in the self-serve user management portal or notify us at (https://www.techsmith.com/contact.html) that you do not wish to renew the subscription prior to the anniversary date thereof.

6. Termination of Subscription.

You may terminate your subscription and seek a refund within thirty (30) days of the date you agreed to these Terms. In the event more than thirty (30) days have elapsed since you agreed to these Terms, no refund will be provided by TechSmith.

Upon termination you will have limited access to your Content through the Software.

You can delete your account at any time by contacting TechSmith customer support at https://support.techsmith.com.