

## SUBSCRIPTION END-USER LICENSE AGREEMENT FOR TECHSMITH SOFTWARE

### SNAGIT® for Windows and Mac

### CAMTASIA® for Windows and Mac

#### Effective Date: January 2025

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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 Sharing Feature - Snagit**

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>

Sharing Content to YouTube utilizes the YouTube API Services. You can learn more about YouTube's API Services by visiting <https://developers.google.com/youtube/terms/developer-policies#a.-api-client-terms-of-use-and-privacy-policies>

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### **Addendum for Use of Quizzing - Camtasia Quizzing and Upload Features.**

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.

### **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 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.

### **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.

### **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.**



## 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:

### 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.

### 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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