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11.2.1 Ownership. Title and intellectual property rights in and to any Content or Library Content, displayed by, reproduced, recorded or accessed through the Software, belongs to the respective Content or Library Content owners. Such Content or Library 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 or Library Content. This EULA does not grant you any rights to use such Content or Library Content other than as expressly indicated in the Software, this EULA or any Addendums to the same. The Software may be used to reproduce or record your Content, so long as such use is limited to the reproduction of non-copyrightable Content, Content which you own the intellectual property rights in and to the same, or Content which you are authorized or legally permitted to reproduce, record or display.

11.2.2 Library Content License Grant.

By way of clarity, TechSmith and its suppliers and licensors, specifically, without limitation, Shutterstock and Storybooks, hereby grant to you a non-exclusive, fully-paid and royalty-free, license to use, record, reproduce, distribute, publicly display, modify, create derivative works of, alter, copy, frame, link, archive, transmit, public perform, fix and otherwise use the Library Content in synchronism or time relation with images and use any mechanical or any other subsidiary rights related to the Library Content throughout the world as necessary to create your Content in connection with your use of the Software only, subject to any additional terms, conditions or restrictions as referenced in this section, section 21 and the Addendums set forth below.

11.2.3 Library Content Restrictions.

Notwithstanding the non-exclusive license to the Library Content granted in 11.2.2 above:

- (a) You shall not 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 limitation, online auctions or on any other online or mobile or wireless or other storage media devices;
- (b) You shall not use the Library Content other than in connection with the Camtasia® software program or any upgrade or later version of the same.
- (c) You shall not use the Library Content or any part thereof, as part of a trademark, service mark, trade name or logo;
- (d) You shall not use the Library Content to compete with TechSmith;
- (e) 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.;
- (f) You shall not use the Library Content in any way that may be considered defamatory, pornographic, libelous, immoral, obscene, fraudulent or illegal, infringing upon any intellectual property rights of others or rights of publicity, an invasion of privacy or that would be



reasonably likely to bring any person or property reflected in the Library Content into disrepute;

- (g) You shall not remove any notice of copyright, trademark or other proprietary rights and/or notice imbedded in the Library Content;
- (h) You shall not install or download 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 more than one location at a time or post a copy of the Library Content on a network server or web server for use by others;
- (i) 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;
- (j) 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
- (k) Any and all rights not specifically granted herein or in any additional terms, conditions or restrictions as referenced in this section, section 21 and the Addendums set forth below, are reserved by TechSmith and/or its suppliers or licensors.

11.3 Your Representations and Warranties Regarding Your Content.

You represent and warrant that: (a) you are the owner, licensor, 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).

11.4 Use of Your Content with the Online Services.

Again for clarity and as indicated in 11.2 of this EULA, you retain all of your ownership rights in your Content. By submitting Content, specifically, without limitation, a quiz for processing, which you acknowledge will be transmitted to TechSmith's servers for such processing, however, you hereby grant to TechSmith an unrestricted, perpetual, non-exclusive, fully-paid and royalty-free, license to reproduce, distribute, display, create derivative works of, and otherwise use your Content, specifically, without limitation, quiz and related content and/or data, throughout the world, as necessary to provide you with the Online Services. In addition, you grant us the right to use such quiz content and/or data to improve the quality of the Online Services. You also hereby grant each of your viewers of your Content, a non-exclusive license to access your Content through the Online Services, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Online Services and under any applicable Terms of Service associated with the Online Service, if any. The above licenses granted by you in your Content that you submit to the Online Services will terminate within a commercially reasonable time after you remove or delete your Content from the Online Services. 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. For further clarity, notwithstanding the license granted under this Section to 11.4, TechSmith shall not use or promote any of your unlisted or private Content. Again, TechSmith requires a license to use your Content as indicated, in order to host your Content on the Online Services, TechSmith's Screencast.com site, for example, for you to be able to share your Content with others.



11.5 TechSmith's Access to Your Content.

You acknowledge that the Online Service is 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 as reasonably necessary to perform the Services, including, but not limited to, the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by TechSmith in good faith to conform to legal requirements or comply with legal process; or (d) enforce this EULA, including investigation of potential violations hereof.

12. 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.

13. 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.

14. Amendments.

Except as otherwise provided in this EULA, this EULA may be amended from time to time by TechSmith only and only upon TechSmith's release of a new version of the Software. You must accept any newly amended terms and conditions of this EULA before installing, copying or otherwise using the newly released Software. Except as otherwise provided in this section 14 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. Notwithstanding the provisions of this section 14 (Amendments), TechSmith may amend its privacy policy at any time by posting a new version of its privacy policy at its web site along with an outline of the changes to the privacy policy.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.



21. 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 your 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 your rights under or grants you 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.

22. Miscellaneous.

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).

23. Changes to a Site or Enterprise Due to Acquisitions, Divestures, Mergers, and Organic Growth.

If the number of qualified desktops or seats changes by more than 10% as a result of: (i) an acquisition of an entity or an operating division, (ii) a divestiture of an affiliate or an operating division; (iii) a merger, or (iv) organic growth, TechSmith will work with you in good faith to determine how to accommodate the changed circumstances in the context of a Site License, for example. If you acquire or merge with an organization with an existing "Site License" TechSmith will work with the surviving organization in good faith to accommodate its changed circumstances in the context of this EULA.

Should you have any questions, complaints or claims with respect to the Software, or if you desire to contact TechSmith for any reason, please contact the TechSmith partner serving your country, or write:

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Phone: +1 517.381.2300

Fax: +1 517.913.6121

Sales: <https://www.techsmith.com/application/sales/contact/>

Website: <https://www.techsmith.com>

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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.

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 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. In connection with merchandise or promotional items for sale or distribution.
- 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.

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

