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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 that 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 divesture 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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## Addendum for Use of Digital Juice Animated Canvases

Notwithstanding anything to the contrary set forth in the above EULA, if you desire to use the Digital Juice Animated Canvases contained in the Library Content, 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 Digital Juice is not a party to this EULA.
2. The Animated Canvases may only be used on ONE Computer at any one time. For use on more than one Computer at a time or for use and/or storage on a network designed for more than one user, you must acquire a special multi-user license from TechSmith.
3. The Animated Canvases may be used, altered, or incorporated according to the guidelines described herein into any work (including broadcast, commercial, industrial, educational, and personal) that is created by you provided that work is not then sold or distributed as either a single animation, loop or as part of any sample, loop, set, or similar content or royalty-free product.
4. The Animated Canvases may not be used in a defamatory, scandalous, illegal, misleading, or otherwise unlawful manner and may not be used in or in conjunction with pornographic material.
5. The Animated Canvases may not be transferred to third parties through the use of on-line services or networks. Placing the Animated Canvases on a website is only permitted when being streamed via a format wherein it cannot be illegally downloaded for use (i.e. Flash).
6. The use of any logo or trademark contained in the images must be used in a manner permitted by the logo or trademark owner. This license does not grant you any right to use logos or trademarks.
7. You agree to indemnify and hold harmless TechSmith and all of its officers, agents and suppliers ("Those Indemnified") for any and all losses, damages, liabilities, claims, costs or expenses incurred directly or indirectly by Those Indemnified in connection with the use of the Animated Canvases for any unlawful, unauthorized or prohibited purpose.
8. You may not sell, sub-license, loan, give, or transfer any part of the Animated Canvases or a copy thereof (except in accordance with the permitted use in a work created by you), to another person or company unless that person or company is also a licensee of this Software.
9. 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 the EULA only as to your use of the Digital Juice Animated Canvases, the terms and conditions of this Addendum shall apply.

## Addendum for Use of Stock20 Songs

Notwithstanding anything to the contrary set forth in the above EULA or the above Addendum, if you desire to use the Stock20 Songs contained in the Library Content, the following additional terms and conditions shall apply:



You, as an authorized end user of the Software will be fully authorized to use the Stock20 Content contained in the Library Content imbedded within the Software, when used within projects created using the Software. The use of Stock20 content will carry permissions as set forth in the Stock20.com standard licensing agreement, the material terms of which are set forth below.

**Stock20 Standard End User Music License Agreement:**

This license agreement ("Agreement") is made between Stock20 ("Publisher") and you (collectively the "Parties").

**Publisher:** Stock20, a Michigan limited liability company, of 201 S. Lake Ave, Spring Lake, MI 49456 ("Publisher").

The subject matter of this Agreement are certain songs contained in the Library Content imbedded in the Software ("**Songs**").

**General Terms:** You may use the Songs forever (in perpetuity) in an unlimited number of commercial and or non-commercial works or projects, provided that all use is in accordance with the terms and conditions of this Addendum.

All permissions granted herein are non-exclusive, non-transferable, and non-assignable. This Addendum does not grant permission to share, re-sell, reproduce, or transfer this Addendum to other entities. In the event that you attempt to do so, this license will be automatically terminated and shall be considered void. Such termination shall render any making, synchronization, distribution, broadcast, or performance of the Songs, actionable as acts of infringement under and subject to the remedies provided in the U.S. Copyright Act. You acknowledge that this Addendum does not transfer any right in or to the copyright to you. Publisher reserves the right to grant permission to others to use the Songs, upon any terms and conditions a Contributing Composer desires.

**Mechanical Rights:** You, may duplicate and distribute the music as a contributing part of your commercial or non-commercial production in whatever medium you choose (including, but not limited to, videotape, film, CD ROM, DVD, podcast, webcast, streaming, etc.) according to the guidelines provided herein. The Songs in audio-only projects (including, but not limited to, radio broadcasts, audio documentaries, podcasts, sales presentations, on-hold, or in store messages) provided that it is synchronized narration throughout. These permissions do not apply to any duplication or distribution of the Songs by itself.

**Synchronization Rights:** You may use the Songs in synchronized time relation with visual or audio content as subject to the terms and conditions set forth herein.

**Public Performance Rights:** You may use the Songs as part of your audio/visual production(s) for public performances. Regional and national broadcast performance rights shall be granted under the terms of the corresponding performance rights societies. (Content Producers do not generally pay any royalties or fees to performance rights organizations, but they are expected to provide cue sheet information to the broadcaster who is distributing the content. This is good for the artists and the industry.

**(Restrictions) You shall not:**

1. Re-record or change the music itself in any way without the written consent of the owner. (This shall not limit your ability to edit the length of the Songs to fit the timing needs of a project.)
2. Claim ownership or authorship of the Stock20 Music Tracks represented under this Addendum.
3. Allow any other party to use or purchase the Songs, including but not limited to, transferring, sharing or sub-licensing this Addendum to any other party.

**Limitation of Liability:** Publisher makes no warranty or representation, express or implied, except that it warrants that it has the right to grant the license granted hereunder. The total liability of Publisher under this Addendum shall be limited to that part of the fee paid hereunder by you, if any, to Publisher for the license. You hereby agree that this license is granted to you without any other warranty or recourse.

**Indemnification:** You, agree to hold harmless, indemnify and defend Publisher against any losses, damages, fines and expenses (including attorney's fees and costs). If you are importing or exporting media (i.e. CD, tape,



etc.) from the United States, you shall indemnify and hold Publisher harmless from and against any import and export duties or other claims arising from such importation.

**Miscellaneous:** This Addendum may be amended by Publisher at any time. The amended Addendum will only affect the license agreements which are purchased after those amendments have been made. Licenses which have already been purchased will not be superseded by the new terms unless both parties agree in writing. This Addendum may not be amended by you.

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 the EULA only as to your use of the Stock20 Songs, the terms and conditions of this Addendum 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 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:

- 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.
- 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.
- Maintenance and Support.** You acknowledge that Apple will not have any obligation whatsoever to provide any maintenance or support with respect to the Software.
- 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.
- 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.
- 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.
- 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.
- 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.**

