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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



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

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



product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the Software's uses of the HealthKit and HomeKit frameworks, if applicable. The EULA may not limit TechSmith's liability to you beyond what is permitted by applicable law.

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

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