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to conform to any applicable warranty, You have the right to notify Apple and Apple shall refund the license fee to the SOFTWARE PRODUCT or SOFTWARE to You. You acknowledge that, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the SOFTWARE PRODUCT or 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 PRODUCT or SOFTWARE or Your possession and/or use of the SOFTWARE PRODUCT or SOFTWARE, including, but not limited to (i) product liability claims; (ii) any claim that the SOFTWARE PRODUCT or SOFTWARE fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

6. **Intellectual Property Rights**. Both parties acknowledge that in the event of any third party claim that the SOFTWARE PRODUCT or SOFTWARE or Your possession and use of the SOFTWARE PRODUCT or 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 terms of Agreement when using the SOFTWARE PRODUCT or SOFTWARE.

9. **Third Party Beneficiary.** Both parties acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of the TSLA and this Addendum to the same, and that, upon Your acceptance of the terms and conditions of the TSLA and this Addendum to the same, Apple will have the right (and will be deemed to have accepted the right) to enforce the TSLA 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 TSLA 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 PRODUCT OR SOFTWARE.