

IMPORTANT: THIS IS A LICENSE, NOT A SALE. CAREFULLY READ THIS LICENSE BEFORE USING THIS PRODUCT. INSTALLING, COPYING, OR OTHERWISE USING THIS PRODUCT INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ THIS LICENSE AND AGREE TO BE BOUND BY AND COMPLY WITH ITS TERMS. IF YOU DO NOT AGREE AND THIS PRODUCT IS ON TANGIBLE STORAGE MEDIA (i.e. CD), CONTACT COREL CUSTOMER SERVICE AT www.corel.com TO OBTAIN A RETURN MATERIAL AUTHORIZATION NUMBER (RMA NUMBER) WITHIN THIRTY (30) DAYS FROM THE DATE YOU ACQUIRED THE PRODUCT FOR A FULL REFUND.

Unless you have a written agreement with Corel providing for additional Use, the below agreement gives you permission to install and Use one (1) copy of this Product on one (1) computer or electronic device at any given time as set out in more detail below. This agreement also imposes certain restrictions on your Use of this Product. Unless you have another agreement directly with Corel, or one of its subsidiaries, that expressly supersedes this agreement and controls and alters your Use or distribution of the Product, this Product is provided under the following end user license agreement and all applicable addenda ("License") which define what you may do with the Product and contain limitations on warranties and/or remedies. This License does (i) not grant any concurrent right in the software; and (ii) not apply to any software installed on a terminal server. A separate license agreement must be concluded with Corel in this respect.

This License is granted by Corel Corporation ("Corel") and includes the following:

1. General License Agreement Terms and Definitions
2. Corel Guidelines for the Use of Clipart and Stock Photo Images and Sample Content
3. Trial or Starter Version Addendum to the General License Agreement
4. Academic/Education/Student and Teacher Edition Addendum to the General License Agreement
5. OEM Edition Addendum to the General License Agreement
6. SDK Addendum to the General License Agreement
7. Pre-release Version Addendum to the General License Agreement
8. Home Edition Addendum to the General License Agreement

IMPORTANT: IF YOU ARE DOWNLOADING THIS PRODUCT, READ CAREFULLY THE TERMS AND CONDITIONS OF THE LICENSE BEFORE DOWNLOADING THIS PRODUCT. BY DOWNLOADING THIS PRODUCT:

- (i) you certify that you are not a minor and that you agree to be bound by all of the terms and conditions set out in this License. Downloading and/or using the Product will be an irrevocable acceptance of the terms and conditions of the License;
- (ii) you agree to be responsible for any and all internet service provider fees, telecommunication and other charges that may apply as a result of your download of the Product;
- (iii) you represent and warrant to Corel, if you are accepting on behalf of a company or other legal entity, that you have full authority to bind such entity; and
- (iv) all risk of damage to the Product during transmission and download is assumed by you.

IF YOU DO NOT AGREE WITH THE ABOVE, DO NOT DOWNLOAD THIS PRODUCT.

1. GENERAL TERMS AND DEFINITIONS:

IMPORTANT: THIS LICENSE, IN ADDITION TO THE LEGITIMATE PROOF OF PURCHASE OF THE

PRODUCT, IS EVIDENCE OF YOUR RIGHT TO USE THE PRODUCT. PLEASE PRINT THIS LICENSE AND KEEP IT FOR YOUR RECORDS.

1.1 DEFINITIONS:

1.1.1 "Computer" means a computer or an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions;

1.1.2 "Documentation" means any accompanying printed materials, this License, any other agreement you may have with Corel relating to this Product, and "online" or electronic documentation;

1.1.3 "Permitted Number" means one (1) unless otherwise indicated under a valid license granted by Corel or one of its subsidiaries;

1.1.4 "Product" means a computer program, computer software (including its code) objects (including their APIs) as well as any images, photographs, templates, animations, video, audio, music, text and "applets" incorporated into the software, and where applicable, storage media containing all the above, including any Documentation; and

1.1.5 "Use" means to access, install, download, copy or otherwise benefit from using the functionality of the Product in accordance with the Documentation.

1.2 LICENSE:

Corel provides you with a Product and grants you a non-exclusive license to Use the Product in accordance with the terms of this License. Any supplemental software code and supporting materials provided to you as part of support services provided by Corel for the Product shall be considered part of the Product and subject to the terms and conditions of this License. The copyright and all other rights to the Product shall remain with Corel or its licensors. This License permits you to make limited number of copies of the Product and to the extent you do so, you must reproduce any copyright or other notices marked on the Product on all copies you make. Some third party materials included in the Product may be subject to other terms and conditions which are typically found in the "Help About" box. To the extent that any third party's intellectual property is incorporated within the Product, you agree that such third party is a third party beneficiary of the terms of this License to the extent of the third party's license to Corel.

1.3 YOU MAY:

(i) install and Use one (1) copy of the Product on a Computer up to the Permitted Number of Computers. Except in the case of Product being Used in China, you may also make and Use a second copy of the Product on a home or portable computer provided that copy is never loaded in the RAM (i.e. the memory) of the home or portable computer at the same time it is loaded in the RAM of the primary computer. If the Product is being Used in China, you may not make and Use a second copy of the Product on a home or portable computer;

(ii) install one (1) copy of the Product on a storage device, such as a network server, Used only to install or run the Product on your other Computers within an internal network up to the Permitted Number. You must acquire and dedicate a license for each Computer on which the Product is installed or run from the storage device. A single license for the Product may not be shared or Used concurrently on different Computers unless you have another agreement with Corel permitting you to do so;

(iii) make one copy of the Product solely for archive or backup purposes;

(iv) if this Product includes Clipart and/or Photo Images, Use the Clipart and/or Photo Images only if you comply with the terms set out in the Corel Guidelines for the Use of Clipart and Stock Photo Images below;

(v) except in the case of Academic/Education/Student and Teacher Edition, OEM Edition and Pre-release

Version Products which are non-transferable (see Academic/Education/Student and Teacher Edition Addendum, OEM Edition Addendum and Pre-release Version Addendum below), transfer the Product to someone else only if you assign all of your rights under this License, cease all Use of the Product, erase or destroy any copy (including the hard disk copy) made in support of your Use of the Product, and ensure that the person to whom you wish to transfer the Product agrees to the terms of this License;

(vi) if you have purchased this Product as an upgrade to a Corel product, you may continue to Use your previous product with this Product. If you transfer this Product, you must either transfer the previous product at the same time you transfer the Product or destroy the previous product at the same time you transfer the Product. If the Product you have purchased is an upgrade of a Corel product, you now may Use that previous product only in accordance with this License;

(vii) Use only one (1) of the language versions if the Product provides you with a selection of multiple language versions;

(viii) if this Product includes Show On The Go(TM), Corel PRESENTS Runtime Player(TM) or a similar feature that permits the creation of a runtime slide show presentation, freely copy and distribute the runtime program files together with slide show graphic files developed using the Product; provided you (a) do not use the logo, name, or trademarks of Corel or its licensors other than to indicate that the slide show file was created using Corel(R) Presentations(TM) or another Corel product, (b) include your copyright notice on media containing the runtime program files and/or in a conspicuous place within your slide show file, and (c) indemnify Corel and its licensors against any claims or lawsuits arising from your Use or distribution of the runtime program files as part of the slide show file you distribute. You are responsible for all primary technical support to the end user of any runtime program file you distribute;

(ix) if this Product contains the slide show player program, "player.exe", you may distribute to third parties the slide shows you create with the "player.exe" solely for the purpose of enabling such third parties to view the slide show(s) packaged in such files. You (and not Corel) assume all responsibility and liability for the content of such materials; and

(x) only distribute sound file(s) included with the Product to third parties or permit the Use of the sound files(s) by third parties if the sound file(s) are included or embedded with a file (or files) created Using the Product.

1.4 YOU MAY NOT:

(i) Use the Product or make copies of it other than as permitted in this License except to the extent the foregoing restriction is, by operation of applicable law, prohibited or of no effect;

(ii) translate, reverse engineer, decompile, or disassemble the Product except to the extent the foregoing restriction is, by operation of applicable law, prohibited or of no effect;

(iii) rent, lease, assign, sell, sublicense, lend or transfer the Product except as set out in Section 1.3 above;

(iv) modify the Product or merge all or any part of the Product with another program;

(v) redistribute the fonts included with the Product;

(vi) separate the component parts of the Product for Use on more than one (1) Computer except to the extent the foregoing restriction is, by operation of applicable law, prohibited or of no effect;

(vii) if this Product is an OEM Edition, Use or copy the Product if you received the Product as a stand-alone product. The Use of the OEM Edition Product is subject to the restrictions set out in Section 5;

(viii) transfer or assign the Product or any copy thereof, or your License to Use the Product to a third party, if this Product is identified as a Not For Resale (NFR) version; and

(ix) distribute sound file(s) included with the Product to third parties or permit Use of the sound file(s) by third parties except as included or embedded with a file (or files) created Using the Product.

1.5 PRODUCT PATCH, PLUG-IN, SERVICE PACK OR UPDATE:

If this Product is a patch, plug-in, service pack, update or other file you are downloading or that is contained on storage media (such as on CD-ROM), the Product is designed for Use with a Corel application software product (the "Original Application") and is subject to Corel's Limited Warranty, Disclaimer and Limitation of Liability (as set out in Sections 1.8, 1.9 and 1.10) and Eligibility provisions (as set out in Section 1.13), as applicable. You are granted a non-exclusive license to Use such Product only with the Original Application provided that you still possess a valid license from Corel for the Original Application. Except as provided in this Section, the Product is subject to the terms and conditions of the license from Corel accompanying the Original Application.

1.6 INTELLECTUAL PROPERTY RIGHTS:

Except as expressly licensed to you in this License, Corel retains all right, title and interest in and to the Product and any copies you are authorized by Corel to make. The Product is protected by copyright, including without limitation by Canadian copyright law, international treaty provisions and applicable laws in the country in which it is being Used. Except as expressly stated herein, this License does not grant you any intellectual property rights in the Product. All rights not expressly granted are reserved by Corel.

1.7 TERM:

This License shall remain in effect only for so long as you are in compliance with the terms and conditions of this License. This License will terminate if you fail to comply with any of its terms or conditions. You agree, upon termination, to destroy all copies of the Product. The Intellectual Property Rights, Limited Warranty, Disclaimer and Limitation of Liability provisions set out in Sections 1.6, 1.8, 1.9, 1.10, 1.14, 1.15, 3.2, 6.3 and 7.3 shall continue in force even after any termination.

1.8 LIMITED WARRANTY:

Except as may be otherwise provided in this Agreement or unless the Product is a Trial Version as set forth in Section 3 or a Pre-Release Version as set out in Section 7, Corel warrants to the person or entity that first purchases a license to Use this Product that this Product will be free from defect in materials and workmanship for ninety (90) days from the date you acquire it. If such a defect occurs, contact Corel Customer Service at www.corel.com to obtain a RMA Number to return the media and Corel will replace it free of charge. THIS REMEDY IS YOUR EXCLUSIVE REMEDY AND COREL'S AND ITS SUPPLIERS' AND DEALERS' ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY OR, WHERE PERMITTED BY APPLICABLE LAW, FOR ANY OTHER CAUSE OF ACTION (INCLUDING NEGLIGENCE) CONCERNING ANY DEFECT IN MATERIALS OR WORKMANSHIP IN RELATION TO THE PRODUCT. THIS LIMITED WARRANTY GIVES YOU CERTAIN LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL LEGISLATED RIGHTS WHICH MAY VARY FROM JURISDICTION TO JURISDICTION.

1.9 DISCLAIMER:

EXCEPT FOR THE EXPRESS LIMITED WARRANTY ABOVE AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY LAW, STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COREL AND ITS SUPPLIERS AND DEALERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE PRODUCT. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCT IS ASSUMED BY YOU. WHERE ANY

NON-EXCLUDABLE TERMS ARE IMPLIED INTO THIS LICENSE BY OPERATION OF LAW, TO THE EXTENT PERMISSIBLE BY LAW, COREL LIMITS ITS LIABILITY TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE GOODS, THE RE-SUPPLY OF EQUIVALENT GOODS, OR THE COST THEREOF.

1.10 LIMITATION OF LIABILITY:

SUBJECT TO THE EXPRESS LIMITED WARRANTY ABOVE, IN NO EVENT WILL COREL, ITS DEALERS OR SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION WHATSOEVER) OR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF A COREL REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. COREL IS ALSO NOT RESPONSIBLE FOR CLAIMS BY A THIRD PARTY. IN THE EVENT THAT THE ABOVE LIMITATION OF LIABILITY IS NOT VALID IN YOUR JURISDICTION, COREL'S MAXIMUM AGGREGATE LIABILITY AND THAT OF COREL'S DEALERS AND SUPPLIERS SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR A FUNDAMENTAL BREACH. THE FOREGOING EXCLUSIONS AND LIMITATIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. COREL IS ACTING ON BEHALF OF ITS DEALERS AND SUPPLIERS FOR THE PURPOSE OF DISCLAIMING, EXCLUDING AND/OR LIMITING OBLIGATIONS, WARRANTIES AND LIABILITY AS PROVIDED IN THIS LICENSE, BUT IN NO OTHER RESPECTS.

1.11 U.S. GOVERNMENT RIGHTS:

The Product under this License consists of "Commercial Computer Software" and "Commercial Computer Software Documentation" as those terms are described in 48 C.F.R. 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this Commercial Computer Software and/or Commercial Computer Software Documentation subject to the terms of this License as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this Commercial Computer Software and/or Commercial Computer Software Documentation subject to the terms of this License as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement ("DFAR") and its successors.

1.12 EXPORT CONTROLS:

If the Product is identified as a not-for-export product (for example, on the box, media or in the installation process), then, unless you have exemption from the United States Department of Commerce or other regulatory authority as designated from time to time the following applies: Except for export to Canada for Use in Canada by Canadian residents, the Product may not be exported outside of the United States or to any foreign entity or "foreign person" as defined by the U.S. government regulations, including without limitation, anyone who is not a citizen, national or lawful permanent resident of the United States. By agreeing to the terms of this License you are warranting to Corel that you are not a "foreign person" or under the control of a "foreign person".

1.13 ELIGIBILITY:

To be eligible to Use or download the Product you must be in compliance with applicable export laws. You may only download, install and/or Use the Product if: (i) you are not a citizen, national or resident of, and are not under the control of, the government of: Cuba, Iran, Libya, North Korea, Sudan, Syria, nor any other country to which the United States has prohibited export; (ii) you will not download or otherwise export or re-export the Product, directly or indirectly, to the countries mentioned in clause (i) nor to citizens, nationals or residents of those countries; (iii) you are not listed in the United States Department

of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders; (iv) you will not download or otherwise export or re-export the Product, directly or indirectly, to persons on the lists mentioned in clause (iii); and (v) you will not Use the Product for, and will not allow the Product to be Used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

If you are not in compliance with the above statements, you are not eligible to Use or download the Product.

1.14 EXCEPTIONS FOR USERS LOCATED IN GERMANY OR AUSTRIA:

1.14.1 Limited Warranty for Users Located in Germany or Austria.

If you obtained the Product in Germany or Austria and such country is your usual domicile, then Sections 1.8, 7.3 and other warranty provisions contained in this License are, to the extent inconsistent with this Section, replaced or amended by the statutory provisions on the substance and remedy of defects of goods, provided that: Corel may remedy substantial defects of the Product at its reasonable discretion by (i) providing a patch, update or replacement product or (ii) asking for return of the Product and cancelling the License. You are entitled to a reduction of the purchase price or a rescission of the License only if Corel has repeatedly failed to remedy the defect after a reasonable period of time. If you are a consumer, your claims under this clause are time-barred in 24 months or, if you are a business, in 12 months. If you alter the Product in any way without being authorised by Corel, Corel will not remedy defects caused by such alteration and you are liable for any damages incurred by Corel due to your unauthorised alteration. IF YOU INSTALL PRE-RELEASE PRODUCTS MARKED AS SUCH, YOU DO SO AT YOUR OWN RISK, Pre-release products are to be Used only for test purposes in testing environments and must not be Used for production purposes. For further details, please see the Pre-Release Addendum below. To make a warranty claim you must provide a detailed error description to Corel Customer Service or, at Corel's request, return the Product, at Corel's expense, to Corel Corporation, 1600 Carling Avenue, Ottawa, Ontario, K1Z 8R7, Canada. For further warranty information, please contact Corel Customer Service.

1.14.2 Limitation of Liability for Users Located in Germany or Austria.

If you obtained the Product in Germany or Austria and such country is your usual domicile, then Section 1.10 and other liability provisions contained in this License are, as far as inconsistent with this Section, replaced or amended as follows: Corel may be liable (i) without limitation for damages you have incurred under or in connection with this License only if the damage has been caused by the wilful or grossly negligent act of Corel or its agents; and (ii) for those typical damages that were reasonably foreseeable and which have been caused by any other negligent breach of an essential contractual duty by Corel or its agents. Any further liability of Corel or its agents is excluded. These aforementioned limitations apply irrespective of their legal basis, in particular with regard to any pre-contractual or auxiliary contractual claims. These limitations shall not apply, however, to any mandatory liability under the applicable German or Austrian Product Liability Act, nor to any damage which is caused due to the breach of an express warranty to the extent that such express warranty was intended to protect the user against the specific damage incurred, nor to damages due to loss of life, injury or prejudice to health.

1.14.3 If you are a business in Germany or Austria, the courts of the Province of Ontario, Canada shall have exclusive jurisdiction over any matter arising hereunder.

1.15 EXCEPTIONS FOR USERS LOCATED IN ENGLAND OR WALES:

1.15.1 Limited Warranty.

If you are acting as a consumer with your habitual residence in the United Kingdom, and you entered into this License in the United Kingdom (a "Consumer"), then Sections 1.8, 7.3 and other warranty provisions contained in this License, to the extent inconsistent with this Section, will be replaced or amended by

Sections 1.15.1, 1.15.2, 1.15.3 and 1.15.4.

Corel warrants to the person or entity who first purchases a license for the Product that the Product will be free from defects in material and workmanship for a period of six (6) months following receipt or download when Used on the recommended hardware configuration and otherwise in accordance with the terms and conditions of this License, provided that Corel shall not be liable for any (i) damage or loss which arises by way of accident, misuse, unauthorised repair or modification of the Product or Use of the Product for a purpose other than that for which it was designed, by you or a third party; (ii) defect in the Product caused by fair wear and tear, abnormal or unsuitable conditions or storage or Use or an act, neglect or default by you or a third party; or (iii) defect in the Product unless Corel is notified within six (6) months from the date of delivery.

To make a warranty claim you must return the Product, at Corel's expense to Corel Corporation, 1600 Carling Avenue, Ottawa, Ontario, Canada within such six (6) month period. Corel will not be liable for any warranty claims arising after the expiry of the warranty period. If Corel is liable under this warranty, Corel's only obligation is to: (i) replace or repair the Product; (ii) reduce the purchase price of the Product; or (iii) rescind the License and refund to you the amount paid by you for the Product

1.15.2 Consumers.

If you are dealing as a Consumer (pursuant to the Unfair Contract Terms Act 1977), Section 1.15.3 shall not apply to you to the extent English law prohibits the exclusion of those matters. In respect of consumer transactions only (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976), nothing in this License affects your statutory rights as a Consumer.

1.15.3 Disclaimer.

If you are a business in the United Kingdom or a Consumer, Sections 1.9, 7.3 and other disclaimer provisions contained in this License, to the extent inconsistent with this Section, will be replaced or amended by this Section 1.15.3. Except as expressly set out in this License (including Section 1.15.2), all conditions, warranties and representations, express or implied by statute, common law or otherwise, in relation to the Product are excluded. Corel will not be liable to you (in equity, contract or tort, under the Misrepresentation Act 1967 or in any other way) for a representation that is not set out in this License and you agree that you have not relied on or been induced by any statement or representation in entering into this License other than as expressly set out in this License.

1.15.4 Limitation of Liability.

If you are a business in the United Kingdom or a Consumer, Sections 1.10, 7.3 and other liability provisions contained in this License, to the extent inconsistent with this Section, will be replaced or amended by this Section 1.15.4. Corel will not be liable to you or any third party for any loss, liability, cost, damage or injury, direct or indirect, resulting from defects in design, materials or workmanship whether in contract, tort (including without limitation negligence), misrepresentation or otherwise, save as provided under this Section 1.15 and save for liability: (i) for death or personal injury resulting from Corel's negligence; (ii) for breach of the obligations arising from section 12 of the Sale of Goods Act 1979; (iii) arising under Part I of the Consumer Protection Act 1987; and (iv) for fraud.

Corel will not be liable to you whether in contract, tort (including without limitation negligence), misrepresentation or otherwise for: (i) any indirect or consequential losses or expenses suffered by you or any third party, howsoever caused; (ii) loss or damage incurred by you as a result of third party claims; (iii) loss of profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

Corel's aggregate liability to you, whether in contract, tort (including without limitation negligence), misrepresentation or otherwise is limited in respect of each event or series of connected events to the cost of the defective or damaged Product which gives rise to such liability.

1.16 GENERAL:

This License is the entire agreement between you and Corel, superseding any other agreement or discussions, representations or advertising, oral or written, other than a separate, valid, existing and applicable license agreement entered into between you and Corel or any of its subsidiaries (the "Other License") in which case that Other License governs to the extent of any inconsistency between this License and that Other License. This License may be modified only by a written document signed by an authorized officer of Corel. This License shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the parties agree to submit to the exclusive jurisdiction of the courts of the Province of Ontario, Canada where permitted by applicable law, unless there is an Other License, in which case the choice of law and jurisdiction specified in that Other License shall prevail. This License specifically excludes (i) that body of law applicable to choice of law, and (ii) the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. If any provision of this License is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such a provision shall be severed from the License and the other provisions shall remain in full force and effect. Except as expressly set forth herein to the extent permitted by applicable law, this License shall not prejudice the non-excludable, statutory rights of any party dealing as a consumer. You agree that this Agreement and all documents contemplated hereby be drawn up in English. Vous consentez à ce que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais.

1.17 COMPLIANCE WITH LICENSES:

If you are a business or organization, you agree that upon request from Corel or Corel's authorized representative, you will within thirty (30) days fully document and certify that Use of any and all Corel product at the time of the request is in conformity with your valid licenses from Corel.

1.18 ACTIVATION, REGISTRATION, MARKETING, PRIVACY AND DATA COLLECTION:

Except as expressly limited by applicable law, you agree that:

(i) if this Product requires mandatory activation, your License and ability to Use this Product is contingent upon you successfully completing the activation process and providing Corel with accurate information as required by such process;

(ii) if this Product requires mandatory registration, your License and ability to Use this Product is contingent upon you successfully completing the registration process and providing Corel with accurate information as required by such process; and

(iii) Corel may provide you with product and marketing information regarding this Product and other Corel, and Corel third party marketing partners', products and services. Specifically, you acknowledge and agree that Corel may monitor your Use of the Product, and collect, use, and share with Corel's third party marketing partners, data relating to your Use of the Product for advertising, marketing and operational purposes, all in accordance with Corel's Privacy Policy located at www.corel.com/privacy. Use of the Product constitutes consent to such monitoring and data collection, and to receipt of in-Product and other messages from Corel and its third party marketing partners.

In the event that your Product contains a "Message Center," you may elect not to receive any in-Product marketing information through the Message Center by altering your "Message Preferences" in the Product. Please see Corel's Privacy Policy at www.corel.com/privacy for further information on the Message Center and on Corel's collection and use of information.

If you fail to activate or register a Product which requires mandatory activation or registration in the amount of time specified in the Product, you will be unable to Use this Product and your License to Use the Product shall be suspended until such time as you promptly complete the activation and/or registration process. Any attempt to circumvent the activation or registration technology or other mechanism contained within the Product is a violation of this License and shall result in the automatic and

immediate termination of your License to Use the Product.

1.19 MPEG-2 NOTICES:

1.19.1 MPEG-2 Intermediate Products Notice.

NOTWITHSTANDING SECTIONS 1.3(x) AND 1.4(ix), USE OF THE MPEG-2 INTERMEDIATE PRODUCT TO ENCODE OR DECODE VIDEO INFORMATION OR TO PRODUCE A TRASPORT STREAM OR PROGRAM STREAM IN ANY MANNER THAT COMPLIES WITH THE MPEG-2 STANDARD IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG-2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, L.L.C., 250 STEELE STREET, SUITE 300, DENVER, COLORADO, 80206.

1.19.2 MPEG-2 Packaged Media Notice.

NOTWITHSTANDING SECTIONS 1.3(x) AND 1.4(ix), ANY USE OF THE MPEG-2 PACKAGED MEDIA PRODUCT TO STORE MPEG-2 VIDEO EVENTS(S) OTHER THAN CONSUMER PERSONAL USE IN ANY MANNER THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG-2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, L.L.C., 250 STEELE STREET, SUITE 300, DENVER, COLORADO, 80206.

2. COREL GUIDELINES FOR THE USE OF CLIPART, STOCK PHOTO IMAGES AND SAMPLE CONTENT:

Corel products may contain numerous clipart, photo images and sample content such as forms, templates, Paint Shop Pro "tubes" or similar items (collectively referred to as the "Images") which are either owned by Corel or licensed from a third-party. As a user of Corel products you are free to Use, modify and publish the Images as you wish subject to the restrictions set out below. If you are uncertain as to whether your intended Use is in compliance with the Guidelines set out below, Corel recommends that you seek the advice of your own attorney or legal counsel. Corel will not provide you with an opinion as to whether your Use is in compliance with these Guidelines.

2.1 YOU MAY, subject to any restrictions set out in Sections 2.2 and 2.3 below:

(i) incorporate any Image(s) into your own original work and publish, display and distribute your work in any media, provided you include a copyright notice in your work reflecting on the copyright ownership of both you and Corel as follows:

"Copyright (c) 200__ [your name] and its licensors. All rights reserved."; and

(ii) make one (1) copy of the Image(s) for backup or archival purposes.

2.2 YOU MAY NOT:

(i) resell, sublicense or otherwise make available the Image(s) for Use or distribution separately or detached from a product or web page. For example, the Image(s) may be Used as part of a web page design, but not be made available for downloading separately or in a format designed or intended for permanent storage or re-use by others;

(ii) provide the Image(s) to third parties or permit the Use of the Image(s) by third parties separately or as part of any other product, however, third parties may be provided with copies of the Image(s) (including digital files) as part of a work product;

(iii) create scandalous, obscene, defamatory or immoral works using the Image(s) nor Use the Image(s) for any other purpose which is prohibited by law;

(iv) Use or permit the Use of the Image(s) or any part thereof as a trademark or service mark, or claim

any proprietary rights of any sort in the Image(s) or any part thereof;

(v) Use any of the Images which contain identifiable individuals or entities for any commercial purpose including, without limitation, in a manner which suggests their association with or endorsement of any product or service;

(vi) Use the Image(s) in electronic format, on-line or in multimedia applications unless the Image(s) are incorporated for viewing purposes only and no permission is given to download and/or save the Image(s) for any reason;

(vii) rent, lease, sublicense or lend the Image(s), or a copy thereof, to another person or legal entity. You may, however, transfer all your license to Use the Image(s) to another person or legal entity, provided that (i) you transfer the Product, including the Image(s), and this License, including all copies (except copies incorporated into your work product as permitted under this License), to such person or entity, (ii) that you retain no copies, including copies stored on a computer or other storage device, and (iii) the receiving party agrees to be bound by the terms and conditions of this License; or

(viii) Use any Image(s) except as expressly permitted by this License.

2.3 GOVERNMENT CRESTS, SEALS AND OTHER INSIGNIA:

The national and municipal insignia contained in this product are protected by various laws against misuse. Generally speaking, all logos, insignia, patches, seals, flags and coats of arms are for official use only. It is your responsibility to obey all national and international laws regulating display of the insignia, seals, flags and coats of arms contained herein.

3. TRIAL OR STARTER VERSION ADDENDUM TO THE GENERAL LICENSE AGREEMENT:

3.1 If this Product is a Trial or Starter Version, your Use of the Trial or Starter Version Product is governed by the terms of the General License Agreement as modified by the terms of this Trial or Starter Version Addendum until such time as you purchase a license to the full retail version of the Product. In the event of any conflict between the terms of the General License Agreement and this Trial or Starter Version Addendum, the terms of the Trial or Starter Version Addendum shall govern.

The Trial Version of the Product will become inoperable after a designated period of time (e.g. 30, 45 or 60 days) or after a specific number of product executions as specified by the Product after installation. After this date or this number of product executions, the License hereunder shall terminate and you will not be able to access any files created with this trial version unless you have licensed a retail version of the product. The Starter Version of the Product will include software code intended to disable functionality of certain premium features of the Product after a designated period of time (e.g. 30, 45 or 60 days) or after a specific number of product executions as specified by the Product after installation. After this date, the License hereunder shall survive for the remaining features in the Product.

This Trial or Starter Version of the Product allows you to access a limited number of major module(s) included in the retail version of the Product and these are the only module(s) you will be able to install. Extra value components and applications of the retail version of the Product are not licensed to you with this Trial or Starter Version. All references to other applications, extra libraries or other CD-ROMs that may appear in this Trial or Starter Version of the Product are not applicable. Corel is licensing this Trial or Starter Version of the Product on an "as is" basis, solely as a demonstration model and it should only be Used in a dedicated test environment that does not hold any risk of loss or damage to production data. You are granted a license to Use the Trial or Starter Version of the Product only. Such License shall continue for the period specified in the Trial or Starter Version of the Product, after which time your License to Use the Trial or Starter Version shall terminate.

Any attempt to circumvent any expiry date technology/time bomb mechanism or other mechanism contained within the Product which is intended to limit your ability to Use the Product only as a Trial or Starter Version or to a specified period is a violation of this License and shall result in the automatic and

immediate termination of your License to Use the Product.

3.2 COREL DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND (INCLUDING IN NEGLIGENCE), HOWEVER, WHERE LEGAL LIABILITY CANNOT BE EXCLUDED FOR TRIAL VERSION SOFTWARE, BUT IT MAY BE LIMITED, COREL'S LIABILITY AND THAT OF ITS SUPPLIERS AND DEALERS SHALL BE LIMITED TO, AT COREL'S OPTION, THE AMOUNT PAID BY YOU FOR THE PRODUCT, OR THE REPAIR OR REPLACEMENT OF THE GOODS, THE RE-SUPPLY OF EQUIVALENT GOODS, OR THE COSTS THEREOF.

4. ACADEMIC/EDUCATION/STUDENT AND TEACHER EDITION ADDENDUM TO THE GENERAL LICENSE AGREEMENT:

4.1 If this Product is identified as an Academic, Education or Student and Teacher Edition, your Use of this Product is governed by the terms of the General License Agreement as modified by the terms of this Academic/Education/Student and Teacher Edition Addendum to the General License Agreement. In the event of any conflict between the terms of the General License Agreement and this Academic/Education/Student and Teacher Edition Addendum, the terms of this Academic/Education/Student and Teacher Addendum to the General License Agreement shall govern. You are not entitled to Use the Product unless you qualify in your jurisdiction as an Academic End User. Please contact Corel Customer Service to find out whether you qualify.

Notwithstanding anything to the contrary in the General License Agreement, you may not transfer or assign the Product or any copy thereof, or your License to Use the Product to a third party.

4.2 If this Product is a Student and Teacher Edition, your Use of the Product is governed by the terms of the General License Agreement as modified by the terms of this Student and Teacher Addendum to the General License Agreement. In the event of any conflict between the terms of the General License Agreement and this Student and Teacher Addendum, the terms of this Student and Teacher Addendum to the General License Agreement shall govern.

i) you may Use the Product if you are a member of a household which includes a person who qualifies as an academic end user in your jurisdiction;

(ii) you may install and Use a copy of this Product on up to three (3) computers in your household;

(iii) notwithstanding anything to the contrary in the General License Agreement, you may not Use the Product in any way for any commercial purpose or in any commercial enterprise or business whatsoever. The Product may only be Used for personal purposes in a non-commercial environment.

5. OEM EDITION ADDENDUM TO THE GENERAL LICENSE AGREEMENT:

OEM Product is sold under license in conjunction with Corel Approved Partner products or services which are described in the warning located on the storage media and you are not entitled to Use this Product unless it was purchased in accordance therewith. You are not entitled to Use this Product if you received it as a stand-alone product. If this Product is identified as an OEM Edition, your Use of this Product is governed by the terms of the General License Agreement as modified by the terms of this OEM Edition Addendum to the General License Agreement. In the event of any conflict between the terms of the General License Agreement and this OEM Edition Addendum, the terms of this OEM Addendum to the General License Agreement shall govern.

Notwithstanding anything to the contrary in the General License Agreement, you may not transfer or assign the Product or any copy thereof, or your License to Use the Product to a third party.

6. SDK ADDENDUM TO THE GENERAL LICENSE AGREEMENT:

If this Product contains a Corel Software Developer's Toolkit ("SDK"), your Use of the SDK portion of the Product is governed by the terms of the General License Agreement as modified by the terms of this SDK Addendum to the General License Agreement. In the event of any conflict between the terms of the

General License Agreement and this SDK Addendum, the terms of this SDK Addendum to the General License Agreement shall govern.

It is Corel's intention in designing the SDK to make it compatible with other versions of the SDK. However, since it is constantly being modified and reorganized, with certain capabilities added to or eliminated from any particular version or product, Corel makes no representations or warranties concerning compatibility with other versions or products.

You are solely responsible for determining the usefulness of the SDK for your particular purpose. The SDK is provided to software developers with the expectation that the developers are capable of writing and debugging their own programs; Corel does not assume any support obligations with respect to the SDK or the Use thereof. Any research, development, or evaluations you perform is done entirely at your own risk.

6.1 YOU MAY:

(i) Use the SDK solely for the purpose of developing, manufacturing, marketing and supporting one or more applications software package(s) ("Software Application Product"); and

(ii) reproduce and sublicense the software program files included in the SDK's 'Redistributables' folder ("SDK files"), provided the files are in executable format and incorporated into a Software Application Product developed by you. Any sublicense of the SDK files shall be granted solely for the Use of these SDK files in connection with and as a sublicensed part of a Software Application Product for any support, service, upgrades or other assistance.

6.2 YOU MAY NOT:

(i) remove or alter any copyright notice, trademark, or other proprietary rights notice placed by Corel on the SDK or any portion thereof.

6.3 INDEMNIFICATION:

You agree to indemnify and hold Corel harmless from and against any and all costs, liabilities, claims, or demands (including reasonable attorney's fees and expenses of any kind whatsoever) that arise or result from the Use, reproduction or distribution of your Software Application Product, documentation, or promotional or sales materials.

6.4 COREL TRADEMARKS AND TRADENAMES:

You may not refer to Corel or include any Corel trademarks in or on any material except for the sole purpose of stating that a Software Application Product may be utilized in connection with the specific Corel software product. In the event you refer to Corel or include the trademarks in or on any program materials or any packaging, marketing, or advertising materials, the trade name or trademarks must be accompanied with the following footnote disclaimer printed in a clearly legible manner on the same page in no smaller than ten-point type:

"This product is not manufactured, approved, or supported by Corel Corporation."

7. PRE-RELEASE VERSION ADDENDUM TO THE GENERAL LICENSE AGREEMENT:

If this Product is identified as a pre-release or beta version ("Pre-Release Version"), your Use of this Product is governed by the terms of the General License Agreement as modified by the terms of this Pre-release Version Addendum to the General License Agreement. In the event of any conflict between the terms of the General License Agreement and this Pre-release Version Addendum, the terms of this Pre-Release Version Addendum to the General License Agreement shall govern. In the event that you are an authorized Corel Pre-release or Beta Test Site and have been authorized to test a Pre-release Version product that has not been made publicly available by Corel, your Use of the Pre-release Version product shall be governed by the terms of the Pre-release or Beta Test Site License Agreement entered into

between Corel and yourself and the provisions set out below shall not apply to the extent of any conflict or inconsistency with the terms of the Pre-release or Beta Test Site License Agreement.

7.1 LICENSE GRANT: Corel grants to you a non-exclusive license to Use the Product for evaluation and trial purposes only for a limited time. This license does not entitle you to hard-copy documentation, support or telephone assistance. While Corel intends to distribute a commercial release of the Product, Corel reserves the right at any time not to release a commercial release of the Product or, if released, to alter prices, features, licensing terms, or other characteristics of the commercial release.

7.2 TERMINATION: The License granted under this Pre-release Version Addendum will terminate thirty (30) days following Corel's release of a commercial release of the Product. The license will terminate automatically if you fail to comply with the limitations described herein. You must destroy all copies of the Product upon termination.

7.3 DISCLAIMER OF WARRANTIES: YOU ACKNOWLEDGE THAT THE PRODUCT IS A PRE-RELEASE PRODUCT AND IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY. THE PRODUCT MAY CONTAIN BUGS, ERRORS AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM FAILURES OR DATA LOSS AND MAY NOT PERFORM ALL FUNCTIONS FOR WHICH IT IS INTENDED OR REPRESENTED AND SHOULD ONLY BE USED IN A DEDICATED TEST ENVIRONMENT THAT DOES NOT HOLD ANY RISK OF LOSS OF OR DAMAGE TO PRODUCTION DATA. THE USE OF THE PRODUCT IS ENTIRELY AT YOUR RISK. COREL DISCLAIMS ANY AND ALL WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND (INCLUDING IN NEGLIGENCE). WHERE LEGAL LIABILITY CANNOT BE EXCLUDED FOR PRE-RELEASE SOFTWARE, BUT IT MAY BE LIMITED, COREL'S LIABILITY AND THAT OF ITS SUPPLIERS AND DEALERS SHALL BE LIMITED TO, AT COREL'S OPTION, THE AMOUNT PAID BY YOU FOR THE PRODUCT, OR THE REPAIR OR REPLACEMENT OF THE GOODS OR SERVICES, THE RE-SUPPLY OF EQUIVALENT GOODS OR SERVICES, OR THE COSTS THEREOF. SUBJECT TO ANY NON-EXCLUDABLE TERMS IMPLIED BY OPERATION OF LAW, THIS DISCLAIMER IS IN LIEU OF ALL WARRANTIES, REPRESENTATIONS, CONDITIONS OR TERMS, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. HOME EDITION ADDENDUM TO THE GENERAL LICENSE:

8.1 If this Product is a Home Edition Version, your Use of the Product is governed by the terms of the General License Agreement as modified by the terms of this Home Edition Addendum to the General License Agreement. In the event of any conflict between the terms of the General License Agreement and this Home Edition Addendum, the terms of this Home Edition Addendum to the General License Agreement shall govern.

Notwithstanding anything to the contrary in the General License Agreement, you may not Use the Product in any way for any commercial purpose or in any commercial enterprise or business whatsoever. The Product may only be Used for personal purposes in a non-commercial environment.

June 2006