SOFTWARE DEVELOPER'S KIT LICENSE

LICENSE AGREEMENT

Corel® Corporation grants you a non-exclusive worldwide license to one copy of the Software Developer's Kit software and documentation ("SDK") under the following conditions:

LICENSE

- (a) You may use the SDK solely for the purpose of developing, manufacturing, marketing, and supporting one or more applications software package(s) ("Software Application Product").
- (b) You may reproduce and sublicense the software program modules included in the SDK ("Modules"), provided the Modules are in object code format and incorporated into a Software Application Product developed by you. Any sublicense of the Modules shall be granted solely for the use of the Modules in connection with and as a sublicensed part of a Software Application Product. You will remain solely responsible to anyone receiving copies of the Modules and your Software Application Product for any support, service, upgrades or technical or other assistance.
- (c) You may not copy the SDK (other than the Modules), except for a single archival copy. You may not decompile, dissassemble, reverse engineer or create a derivative work of the SDK except as stated in this Agreement.

PROTECTION OF PROPRIETARY RIGHTS

- (a) You acknowledge that under this Agreement you obtain only the right to use the SDK and to sublicense the Modules, and that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights relating to such products is transferred or licensed from Corel to you.
- (b) You may not remove or alter any copyright notice, trademark, or other proprietary rights notice placed by Corel on the SDK or any portion thereof.

INDEMNIFICATION

You will indemnify and hold Corel harmless from any and all liabilities, claims, or demands (including reasonable attorney's fees) that arise or result from the use, reproduction or distribution of your Software Application Product, documentation, or promotional or sales materials.

LIMITED WARRANTY AND LIABILITY

The SDK is licensed AS IS. If for any reason you are dissatisfied with the SDK, you may return the product package to Corel within 90 days of the date of purchase for a full refund. If any materials or media in the package are defective, return them to Corel within 90 days of the date of purchase, and they will be replaced at no charge.

These warranties are in lieu of any other warranties, express or implied, including the implied warranties of merchantability or fitness for a particular purpose. In no event will Corel be liable to you for damages, including any loss of profits, lost savings, loss of use of the program, loss of data, or other incidental or consequential damages arising out of your use of or inability to use the SDK, even if Corel or an authorized Corel representative has been advised of the possibility of such damages. In no case shall Corel's liability exceed the amount of the license fee.

Some jurisdictions do not allow excluding or limiting implied warranties or limiting liability for incidental or consequential damages, and some jurisdictions have special statutory consumer provisions that may supersede this limitation. As a result, these limitations may not apply to you if prohibited by the laws of your jurisdiction.

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 that ten-point type:

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

TERM

The term of License is perpetual, subject to automatic termination for your failure to comply with the terms of this Agreement.

TRANSFER AND ASSIGNMENT

You may not loan, rent or transfer the SDK, or assign any of your rights or delegate any of your obligations under this Agreement, without the prior written consent of Corel.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Utah, and any and all actions arising out of or relating to the Agreement shall be brought in the State of Utah.

MISCELLANEOUS

No modification of this Agreement shall be effective unless in writing and signed by you and Corel. This Agreement constitutes our entire agreement concerning the subject matter hereof. If any provision of this Agreement is found to be unlawful, void, or unenforceable, then that provision shall be severed from this Agreement and shall not affect the validity and enforceability of any of the remaining provisions.

U.S. GOVERNMENT RESTRICTED RIGHTS

The Software and accompanying materials are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(l)(ii) of The Right in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (c)(l) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is Corel Corporation, 567 E. Timpanogos Parkway, Orem, Utah 84057-2399.