



END-USER LICENSE AGREEMENT FOR TECHSMITH SOFTWARE – SNAGIT® for Windows and Mac

IMPORTANT-READ CAREFULLY: This end-user license Agreement ("EULA") is a legally binding license agreement between the entity or organization you represent, or if you do not designate an entity or an organization in connection with a license purchase, you in your individual capacity on behalf of yourself ("you" or "your") and TechSmith Corporation, whose address is 2405 Woodlake Drive, Okemos, Michigan 48864 ("TechSmith") for the TechSmith Software identified above and as further defined in this EULA.

BY PAYING THE LICENSE FEE FOR THE SOFTWARE WITHOUT PROMPTLY REQUESTING A REFUND OF SUCH FEE OR INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, SUCH ACTS INDICATE YOUR ACCEPTANCE OF THIS EULA AND YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF YOU DO NOT DESIRE TO ACCEPT THIS EULA OR AGREE TO THE TERMS OF THIS EULA, PROMPTLY RETURN THE UNUSED SOFTWARE TO THE PLACE FROM WHICH YOU OBTAINED IT FOR A FULL REFUND OF THE LICENSE FEE.

THE SOFTWARE IS PROTECTED BY U.S. COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. TECHSMITH AND/OR ITS SUPPLIERS OR LICENSORS, ARE AND SHALL REMAIN THE OWNERS OF ALL INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE. THE SOFTWARE IS LICENSED TO YOU ON A NON-EXCLUSIVE, NON-ASSIGNABLE, NON-TRANSFERABLE, LIMITED, PERSONAL BASIS, NOT SOLD.

TECHSMITH STRIVES TO PROTECT THE SECURITY AND PRIVACY OF THE USERS OF ITS PRODUCTS. THE TECHSMITH PRIVACY POLICY FOUND AT:

<http://www.techsmith.com/privacy-policy.html>

IS INCORPORATED IN THIS EULA BY REFERENCE.

WHEN YOU USE THE SOFTWARE, TECHSMITH MAY COLLECT CERTAIN INFORMATION ABOUT YOUR COMPUTER THROUGH A CALL HOME SYSTEM OR OTHERWISE TO FACILITATE, EVALUATE AND VERIFY YOUR USE OF THE SOFTWARE WHICH MAY BE SENT TO A TECHSMITH WEB OR THIRD PARTY CLOUD SERVER FOR STORAGE OR FURTHER PROCESSING BY TECHSMITH AND/OR ITS PARTNERS OR SUBSIDIARIES OR AFFILIATES, INCLUDING, BUT NOT LIMITED TO, TRACKERBIRD AND/OR TRACKERBIRD'S PARTNERS, SUBSIDIARIES OR AFFILIATES, FOR TECHSMITH'S OWN INTERNAL USE. THIS INFORMATION IS GENERALLY COLLECTED IN THE AGGREGATE FORM, WITHOUT IDENTIFYING ANY USER INDIVIDUALLY, ALTHOUGH THE IP ADDRESS, COMPUTER AND SESSION ID IN RELATION TO PURCHASES AND DOWNLOADS/INSTALLATIONS OF THE SOFTWARE MAY BE TRACKED AS PART OF TECHSMITH'S CUSTOMER ORDER REVIEW, STATISTICAL ANALYSIS, FRAUD AND PIRACY PREVENTION EFFORTS. FOR EXAMPLE, TECHSMITH MAY COLLECT INFORMATION SUCH AS THE NUMBER OF DOWNLOADS/INSTALLATIONS OR TRIALS OF THE SOFTWARE OR THE TYPE OF OPERATING SYSTEM USED, FOR NONIDENTIFYING STATISTICAL ANALYSIS AND FOR IMPROVING THE SOFTWARE, PROVIDING YOU WITH A MORE RELEVANT EXPERIENCE. TECHSMITH MAY ALSO COLLECT CERTAIN INFORMATION, SUCH AS NAMES AND E-MAIL ADDRESSES IN CONNECTION WITH YOUR USE OF CERTAIN FEATURES OF THE SOFTWARE WHICH ALSO MAY BE SENT TO A TECHMSITH WEB SERVER OR A THIRD PARTY SERVERS TO PROVIDE YOU WITH YOUR REQUESTED ONLINE SERVICES.





AS A RESULT, BY DOWNLOADING AND USING CERTAIN FEATURES OF THE SOFTWARE THAT INTEGRATE WITH GOOGLE DRIVE, YOUTUBE, DROPBOX, OR MICROSOFT'S OFFICE 365, OR OFFICE APPLICATIONS (E.G. WORD, EXCEL, POWERPOINT, OUTLOOK, ONENOTE) EMAIL, AND OTHERS (PLEASE SEE A COMPLETE LISTING OF SHARING OUTPUT FEATURES AT [HTTPS://WWW.TECHSMITH.COM/SNAGIT-OUTPUTS-WINDOWS.HTML](https://www.techsmith.com/snagit-outputs-windows.html) AND [HTTPS://WWW.TECHSMITH.COM/SNAGIT-OUTPUTS-MAC.HTML](https://www.techsmith.com/snagit-outputs-mac.html)) AS WELL AS TECHSMITH'S SCREENCAST.COM, CAMTASIA STUDIO FOR WINDOWS OR CAMTASIA FOR MAC, AND TECHSMITH RELAY SITES AND SERVICES, FOR EXAMPLE, YOU EXPRESSLY CONSENT TO YOUR CONTENT BEING SHARED WITH BOTH TECHSMITH AND/OR GOOGLE, MICROSOFT, OR THE APPLICABLE SERVICE PROVIDER, AS ELECTED AT YOUR DISCRETION, AND SUCH DATA WILL BE SUBJECT TO [TECHSMITH'S PRIVACY POLICY](#) AND/OR [GOOGLE'S, MICROSOFT'S](#) AND ANY OTHER APPLICABLE SERVICE PROVIDER'S RESPECTIVE TERMS AND PRIVACY POLICIES AND AVAILABLE FOR USE WITH YOUR TECHSMITH, GOOGLE, MICROSOFT, OR THE OTHER APPLICABLE SERVICE PROVIDER ACCOUNTS.

BY DOWNLOADING A TRIAL VERSION OF THE SOFTWARE, YOU CONSENT TO TECHSMITH KEEPING YOU INFORMED VIA EMAIL AND/OR IN-APP NOTIFICATIONS ABOUT OUR PRODUCTS AND SERVICES. TO OPT OUT IN THE FUTURE, CLICK THE UNSUBSCRIBE LINK IN ANY MARKETING NOTIFICATION YOU RECEIVE FROM US. TO LEARN MORE ABOUT YOUR MARKETING CHOICES, READ OUR TECHSMITH PRIVACY POLICY.

AS INDICATED ABOVE, IF YOU DO NOT DESIRE TO ACCEPT THIS EULA OR AGREE TO THE TERMS OF THIS EULA, PLEASE SEE TECHSMITH'S [RETURN AND CANCELLATION POLICIES AND PROCEDURES](#).

YOU ACKNOWLEDGE AND AGREE: (A) THAT YOU ARE NOT AN OWNER OF THE SOFTWARE OR ANY COPIES OF THE SOFTWARE; (B) THAT YOU ARE A MERE LICENSEE OF THE SOFTWARE AND ANY COPIES OF THE SOFTWARE WITHOUT ANY RIGHT TO FURTHER TRANSFER OR DISTRIBUTE THE SOFTWARE OR ANY COPIES OF THE SOFTWARE OR PROVIDE ACCESS TO THE SOFTWARE IN ANY MANNER WITHOUT TECHSMITH'S PRIOR WRITTEN CONSENT; (C) NOT TO CHALLENGE THE ENFORCEABILITY OR VALIDITY OF THIS EULA; AND (D) NOT TO INITIATE ANY PROCEEDINGS INCONSISTENT WITH THE TERMS AND CONDITIONS OF THIS EULA.

THE SOFTWARE INCLUDES TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED USE AND COPYING, AND TECHNOLOGY TO HELP YOU MANAGE LICENSES. SUCH TECHNOLOGY MAY PREVENT YOUR USE OF THE SOFTWARE IF YOU DO NOT FOLLOW THE VALIDATION, INSTALLATION, AND/OR LICENSE MANAGEMENT PROCESS DESCRIBED IN THE SOFTWARE AND DOCUMENTATION. VISIT <http://www.techsmith.com/support> FOR INFORMATION ABOUT VALIDATION AND LICENSE MANAGEMENT.

Definitions.

1. "Computer" means a virtual or physical computer device that accepts information in digital or similar form and manipulates it for specific result based on a sequence of instructions.
2. "Content" means any video, audio, data, music, still images, and any other output of the Software and any video, audio, data, music, still images, or other input into the Software.
3. "Device" means a computer hardware system (whether physical or virtual) with a storage device or a mobile device capable of running the Software. A hardware partition or blade is considered to be a device.



4. "Internal Network" means a private, proprietary network resource accessible only by employees and individual contractors (i.e., temporary employees) of a specific corporation or similar business entity. Internal Network does not include portions of the internet or any other network community open to the public, such as membership or subscription driven groups, associations and similar organizations.
5. "Online Services" means any text, image, video, audio, data processing or hosting services.
6. "Resellers and Distributors" means a TechSmith authorized partner, e-merchant or a portal, within which TechSmith manages its Software channel.
7. "Software" means use of a copy of computer software identified above and associated media, Library Content and Online Services and a copy of the printed materials, and may include "online" or electronic documentation as well as licensed third party Content. The Software does not include source code.
8. "Trial Version" means a version of the Software which may have limited features and is limited in terms of the length of time the Software may be used and will cease operating after a predetermined amount of time ("the Trial Period") due to an internal mechanism within the Trial Version. The Software will notify you that the Software is in trial mode, which may include, but would not be limited to, watermarking.
9. "your Content" means the Content resulting from your use of the Software.

1. Grant of License and Restrictions.

The following section applies to all versions of the Software unless the Help > About dialog in the Software specifies a Multi-user, Site or Enterprise version, for example.

- 1.1 General Grant.** If you obtained the Software and any required Software key(s) from TechSmith or one of its authorized Resellers or Distributors and so long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, TechSmith hereby grants you a non-exclusive, **non-transferable**, limited personal license to install and run one copy of the Software in a manner consistent with its design, documentation, and your order. You may only use the Software according to the license ordered by you and granted by TechSmith. TechSmith offers several license types to meet the needs of its customers' particular licenses that are offered for the Software depending on the intended use of the Software. Your order shall designate the specific application of the Software which may include, a Multi-user License, Site License, Enterprise License, or Volume Discount License, for example.
- 1.2 General and Cross Platform Use.** Except as otherwise provided in the EULA and so long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, you are licensed to install and run one copy of the Software on one licensed device (the first licensed device) for use by one person at a time. Provided that you comply with all the terms and conditions of this EULA and when required by the Software, you present a valid, authorized, and activated Software key, you may also install and run a second copy of the Software on a second licensed device for use only by you for your internal business or individual use only, whichever is applicable. Only one person at a time may use the Software on each licensed device and the two licensed devices may not be used simultaneously by that one person. You are licensed to install and use both the Snagit for Windows and Snagit for Mac versions of the Software, provided, that you are only licensed to use one version of the Software on one platform and in one language at a time (not simultaneously). The components of the Software are licensed as a single unit, and you may not separate or virtualize the components and install them on different devices. By way of clarity, if this license has been entered into by an entity or organization, the copies of the Software



licensed hereunder may only be used for the internal business purposes of the licensee entity or organization.

- 1.3 Distribution from Server.** So long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, you are licensed to copy an image of the Software onto Computer file server(s) within your Internal Network for the purpose of downloading and installing the Software onto devices within the same Internal Network for use as permitted by Section 1.1 and 1.2 above.
- 1.4 Server use.** So long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, you are licensed to install a copy of the Software on Computer file server(s) within your Internal Network only for use of the Software initiated by an individual from a Computer within the same Internal Network as permitted by Sections 1.1 and 1.2 of the EULA. The total number of users (not the concurrent number of users) able to use the Software on such Computer file servers(s) may not exceed the number permitted by the license ordered by you.

By way of example, the foregoing does not permit you to install or access (either directly or through commands, data or instructions) the Software: (i) from or to a Computer or device not part of your Internal Network, (ii) for enabling web hosted workgroups or services available to the public, (iii) by an individual or entity to use, download, copy or otherwise benefit from the functionality of the Software unless licensed to do so by TechSmith, (iv) as a component of a system, workflow or service accessible by more than the number of users permitted by the license ordered by you, or (v) for operations not initiated by an individual user (e.g., automated server processing).

- 1.5 Restrictions on Secondary Use by Multi-user Licensees.** If the Software was obtained under a TechSmith multi-user license program by any licensee, the second copy of the Software made under Section 1.2 must be used solely for the benefit and business of that multi user licensee.
- 1.6 Backup Copy.** So long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, you are licensed to make a reasonable number of backup copies of the Software, provided, your backup copies are not installed or used for other than archival purposes.
- 1.7 The TACC for Snagit® for Mac.** So long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, as to your use of Snagit for Mac, you are licensed to install or access a copy of the executable TechSmith Audio Screen Capture Component (TACC) of the Software, for the sole and only purpose of allowing you as an end user of the Software to capture system audio files created with the Software. You receive no other rights to the TACC or the Software other than those specifically granted in this Section and this EULA.
- 1.8 Integrity of 3rd Party Content and Software.** Your use of the Software may be impaired by digital rights management systems in order to protect the integrity of certain third party Content and the Software. You may not use any Computer or hardware designed to defeat any copy-protection device, should the Content or Software you have licensed utilize such protection. You may not remove or alter any trademark, trade names, product names, logos, copyright notices, legends, symbols, labels, or watermarking in any 3rd party Content or the Software, except to the extent as expressly indicated in the 3rd party Content or Software.

2. Description of other Rights and Limitations.





TechSmith's grant to you of a non-exclusive, nontransferable, limited personal license to install and use the Software in a manner consistent with its design, documentation, and your order, is further conditioned upon your compliance with all of the following conditions:

- 2.1 Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, translate, localize or disassemble the Software.
- 2.2 Separation of Components. The Software is licensed as a single product. Its component parts may not be separated for use on more than one Computer. You may not unbundle or repackage the Software for distribution.
- 2.3 No Rental. You may not rent, license, assign, transfer, time share, host, lend, sublicense, distribute, or lease the Software, or any access code or any licenses associated with the same for any purpose, except as otherwise expressly provided in this EULA.
- 2.4 No Software License Transfers.
- 2.5 You may not transfer this license under any circumstances without TechSmith's prior written consent/approval, any such consented to or approved transferee must acknowledge, accept and agree in writing to be bound by the terms and conditions of this EULA.
- 2.6 You may not transfer licenses on a short term basis or transfer temporary rights to use the Software without TechSmith's prior written consent/approval.
- 2.7 The Software and any copies of the Software key or key codes related to the Software and TechSmith's trademarks may not be copied, reproduced, distributed, used, posted, modified, adapted, prepare derivatives of or displayed in any form or manner on any online auction sites or any other site or material of any kind without the express prior written permission of TechSmith.

Any transfer or posting made in violation of the requirements, conditions, or restrictions of this section will be void and may result in termination of this EULA.

- 2.8 **Term and Termination.** The term of this EULA granted to you for the use of the Software is for 1 year, renewable automatically, but without prejudice to any other rights, TechSmith may terminate this EULA, if you fail to comply with any of the terms and conditions of this EULA, which includes, but would not be limited to, your unauthorized reproduction, copying, distribution, modification, adaptation or the making of a derivative of or display of the Software or any of the key codes associated with the same. In such event, upon such termination you must destroy all copies of the Software and any key codes associated with the same and all of its component parts and you must provide TechSmith in writing your certification as to the same.
- 2.9 **Development License Conditions and Restrictions.** The following conditions and restrictions apply to you, as a licensee, if you develop application software that utilizes the Software in a commercially distributed application:
 - I. you must purchase a license of Software for each copy of the application software licensed or rented;
 - II. the Software must not be the sole or primary component of such application software;
 - III. you must give proper acknowledgment of the copyright of TechSmith;



- IV. you must not use the Software to create a software application that competes with or is intended to compete with, directly or indirectly, the Software; and
- V. the application software must add significant value to the Software.

You must obtain the prior written permission from TechSmith as to all other uses of the Software that fall outside the scope of this EULA.

- 2.10 Software for Windows and Mac.** The Software which is the subject matter of this EULA is for use and/or runs on a Windows and Mac operating system only, and the Software key associated with the Software will not be operable on any other systems.
- 2.11 Trial Version.** This section and its subparagraphs apply, in addition to the license granted in Section 1 above, and solely if you have received a valid copy of a Trial Version of the Software from TechSmith.
- 2.12** Subject to the terms and conditions of this EULA, TechSmith grants to you a non-exclusive license to install a copy of the Trial Version on a single Computer strictly for your internal evaluation and review purposes and not for production purposes.
- 2.13** You shall not: (a) in the aggregate install or use more than one copy of the Trial Version; (b) download the Trial Version under more than one username, if applicable; (c) alter the contents of a hard drive or computer system to enable the use of the Trial Version for an aggregate period in excess of the Trial period for which you may evaluate the Trial Version; (d) disclose the results, if any, of the Software performance benchmarks obtained using the Trial Version to any third party without TechSmith's prior written consent; or (e) use the Trial Version for a purpose other than the sole purpose of determining whether to purchase a license to the Software. Notwithstanding the foregoing, you are strictly prohibited from installing or using a copy of the Trial Version for any commercial training purposes.
- 2.14** Your licensed rights to install and use a copy of the Trial Version under this section will immediately terminate upon the earlier of: (a) the expiration of the Trial Period, or (b) such time that you purchase a license to the Software. TechSmith reserves the right to terminate your license to a copy of the Trial Version at any time in its sole discretion. To the extent that any provision in this section is in conflict with any other term or condition in this EULA, this section shall supersede such other terms and conditions with respect to the Trial Version only, but only to the extent necessary to resolve the conflict. **YOU ACKNOWLEDGE THAT THE TRIAL VERSION MAY HAVE LIMITED FEATURES, FUNCTION FOR A LIMITED PERIOD OF TIME, AND/OR HAVE OTHER LIMITATIONS NOT PRESENT IN A NON-TRIAL VERSION OF THE SOFTWARE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, THE TRIAL VERSION IS PROVIDED TO YOU ON AN "AS IS" BASIS, AND TECHSMITH DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND.**
- 3. Intellectual property Rights.** All rights, title, and interests, including, but not limited to, all copyrights, trade secret rights, patent and trademark rights, whether foreign or domestic, in and to the Software (including, but not limited to, any source or object code, images, photographs, animations, video, audio, music, text, and apps incorporated into the Software), the accompanying printed materials, and any copies of the Software, are owned by and shall remain the sole property of TechSmith or its suppliers or licensors.
- 4. Injunctive Relief.** The parties agree that if you utilize or otherwise use any of the Software in an unauthorized manner, or breach the remaining terms and conditions of this EULA, that such use or breach would have a devastating and serious impact on TechSmith's continuing ability to compete



profitably and would, therefore, result in immediate and irreparable injury, loss or damage to TechSmith. The parties agree that in such event, in addition to TechSmith's right to recover damages for a breach of this EULA, TechSmith shall be entitled to obtain a temporary restraining order or a preliminary injunction from a court of competent jurisdiction, without posting of bond or other security or proof of actual damages, to prevent you, your employees, agents, consultants, or independent contractors from engaging in any further use copying, reproduction, distribution, modification, adaptation, or making of derivative works or display of the Software or the continued breach of the remaining terms and conditions of this EULA .

5. **Multiple Environments/Multiple Platforms/Dual-Media Software.** If you were licensed to receive the Software in a manner that supports multiple environments, platforms, operating systems or languages or in more than one medium, regardless of the type or size of medium you receive, you are licensed to use only one environment, platform, operating system, language or medium that is appropriate for your single Computer at a time. By way of clarity and in accordance with Sections 1.1 and 1.2 of the EULA, you are only licensed to use one version of the Software on one platform and in one language at a time (not simultaneously). You may not use or install the other medium on another Computer other than as expressly stated in the EULA. You may not loan, rent, lease, license, distribute or otherwise transfer the other medium to another user.
6. **U.S. Government Restricted Rights.** The Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is: TechSmith Corporation, PO Box 26095, Lansing, MI 48909-6095. You acknowledge and agree as a condition to the license granted under this EULA that the Software may not be downloaded or otherwise exported or re-exported: (i) into (or the national resident of) any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of specially Designated Nationals or the U.S Commerce Department's Table of Denial Orders. By using the Software, you are agreeing to the foregoing and are representing and warranting that you are not located in or under the control of, a national resident of any such country or on any such list.
7. **Limited Warranty.** TechSmith warrants (the "Limited Warranty") that: (a) the Software will be in good working order for a period of ninety (90) days from the date of receipt; and (b) any hardware accompanying the Software, if any, will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from date of receipt. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the Software and hardware, if any, are limited to ninety (90) days and one year, respectively.
8. **Customer Remedies.** TechSmith's and its suppliers' or licensor's entire liability and your exclusive remedy shall be, at TechSmith's option, either: (a) return the license fee paid; or (b) repair or replacement of the Software or hardware that does not meet TechSmith's Limited Warranty and which is returned to TechSmith with a copy of your receipt. This Limited Warranty is void if failure of the Software or hardware has resulted from accident, abuse, or misapplication. Any replacement Software or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by TechSmith are available without proof of purchase from an authorized international source.
9. **NO OTHER WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN SECTION 7 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TECHSMITH AND ITS SUPPLIERS, AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF**



MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH REGARD TO THE SOFTWARE, CONTENT, OR LIBRARY CONTENT AND ANY ACCOMPANYING HARDWARE.

- 10. NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TECHSMITH OR ITS SUPPLIERS, OR LICENSORS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, CONTENT, OR LIBRARY CONTENT, EVEN IF TECHSMITH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 11. Content and Indemnity.** You acknowledge and understand your Content is your sole responsibility including making and keeping back-up copies of your Content and your use and distribution of your Content is at your sole discretion and risk.
- 11.1 Sole Responsibility.** You shall be solely responsible for any claims or causes of action that may arise in connection with such use and distribution of your Content. Notwithstanding anything to the contrary herein, TechSmith has no responsibility or liability for the deletion or accuracy of your Content or any other Content, the failure to store, transmit or receive transmission of your Content or any other Content (whether or not processed by the Online Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the Software. Certain features of the Software enable you to specify the level at which the Software may restrict access to your Content. You are solely responsible for applying the appropriate level of access to your Content. You further agree to defend, indemnify and hold TechSmith, its affiliates, subsidiaries, officers, directors, employees, consultants, agents, suppliers, licensors, Resellers, and Distributors from any and all third party claims, whether foreign or domestic, and any and all liability, damages and/or costs including, but not limited to, reasonable attorney fees, arising from your use of the Software and your Content and the distribution of the same, your violation of this EULA, or the infringement or violation by you or any other user of the Software, of any agreement of any kind or any intellectual property or other right, including but not limited to, patent, trademark, copyright or trade secret rights of any person or entity or any claims that may or are alleged to result in the invasion of privacy, slander, libel or for infringement on a person's rights of publicity due to the publication or distribution of your Content.
- 11.2 Ownership of Content, License, and Restrictions.** Title and intellectual property rights in and to any Content, displayed by, reproduced, recorded or accessed through the Software, belongs to the respective Content owners. Such Content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing or displaying such Content. This EULA does not grant you any rights to use such Content other than as expressly indicated in the Software, this EULA or any Addendums to the same. The Software may be used to reproduce or record your Content, so long as such use is limited to the reproduction of non-copyrightable Content, Content which you own the intellectual property rights in and to the same, or Content which you are authorized or legally permitted to reproduce, record or display
- 11.3 Your Representations and Warranties Regarding Your Content.** You represent and warrant that: (a) you are the owner, licensor, or authorized user of all your Content; and (b) you will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities; (ii)



infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or TechSmith, or any rights of publicity or privacy of any party, whether foreign or domestic; (iii) attempts to mislead others about your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, hateful, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; or (vii) violates any law, statute, ordinance, or regulation (including, without limitation, the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

11.4 Use of Your Content with the Online Services. Again for clarity and as indicated in 11.2 of this EULA, you retain all of your ownership rights in your Content. By submitting Content, which you acknowledge will be transmitted to TechSmith's servers for such processing, however, you hereby grant to TechSmith an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license to reproduce, distribute, display, create derivative works of, and otherwise use your Content, and/or data, throughout the world, as necessary to provide you with the Online Services. In addition, you grant us the right to your Content and/or data to improve the quality of the Online Services. You also hereby grant each of your viewers of your Content, a non-exclusive license to access your Content through the Online Services, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Online Services and under any applicable Terms of Service associated with the Online Service, if any. The above licenses granted by you in your Content that you submit to the Online Services will terminate within a commercially reasonable time after you remove or delete your Content from the Online Services. You understand and agree, however, that TechSmith may retain, but not display, distribute, or perform, server copies of your Content that have been removed or deleted. For further clarity, notwithstanding the license granted under this section, TechSmith shall not use or promote any of your unlisted or private Content. Again, TechSmith requires a license to use your Content as indicated, in order to host your Content on the Online Services, TechSmith's Screencast.com site, for example, for you to be able to share your Content with others.

11.5 TechSmith's Access to Your Content. You acknowledge that the Online Service is automated (e.g., your Content is uploaded using software tools and TechSmith servers) and that TechSmith personnel will not access, view, or listen to any of your Content, except as reasonably necessary to perform the Services, including but not limited to, the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by TechSmith in good faith to conform to legal requirements or comply with legal process; or (d) enforce this EULA, including investigation of potential violations hereof.

12. Survival. The conditions, restrictions and obligations as contained in this EULA which you have voluntarily agreed to shall survive any expiration, termination or cancellation of this EULA, and shall continue and remain in effect to bind you, and your employees, agents, successors, heirs and assigns to the extent necessary to fulfill their essential purposes.

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 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 (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 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:

TechSmith Corporation, 2405 Woodlake Drive Okemos, MI 48864-5910 USA

Phone: +1 517.381.2300

Fax: +1 517.913.6121

Website: <http://www.techsmith.com>

AS STATED ABOVE, PAYING THE LICENSE FEE FOR THE SOFTWARE WITHOUT PROMPTLY REQUESTING A REFUND OF SUCH FEE OR INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, INDICATES YOUR ACCEPTANCE OF THIS EULA AND YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA AS A LICENCEE.

TechSmith, Snagit, Camtasia, Camtasia Studio, Screencast.com, TechSmith Relay are registered trademarks of TechSmith Corporation in the United States and/or other countries. Mac is a trademark owned by Apple, Inc. Twitter and related design logo are registered marks of Twitter, Inc. All other trademarks are the property of their respective owners.

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:

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.

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.

