



Corel Transactional Licensing (CTL) Programme (Terms and Conditions)

These CTL Programme ("Programme") Terms and Conditions, incorporating by reference and amending the terms of the End User License Agreement (EULA) under which the Software is licensed, constitute the entire legal agreement between (1) the party identified as the Licensee on the Software License Certificate or Proof of Entitlement Certificate (collectively "You" or "Your") and (2) Corel Corporation, including its subsidiaries and affiliates acting on its behalf, (collectively "COREL", "Us", "We", or "Our"), regarding Your subscription or purchase and use of any COREL Software under this Programme. COREL includes Pinnacle- and Roxio-branded product lines. UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT EXECUTED BETWEEN YOU AND COREL REGARDING THIS SOFTWARE, YOUR USE OF THIS SOFTWARE IS GOVERNED BY THESE TERMS AND CONDITIONS AS WELL AS THE END USER LICENSE AGREEMENT ACCOMPANYING OR INCORPORATED IN THE SOFTWARE. IF THERE IS ANY CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND THE END USER LICENSE AGREEMENT, THESE TERMS AND CONDITIONS SHALL GOVERN AND RESOLVE SUCH CONFLICT.

1. Definitions. Capitalized terms, as used in this Agreement (as defined below), are defined in Schedule "A" which is attached hereto and is incorporated herein by this reference.

2. CTL Programme. Nothing contained in these Terms and Conditions shall be deemed, or considered, an offer to sell Software, copies of the Software or any other licenses to You. Under this Programme You have the option to subscribe to or purchase Software and Software Maintenance License(s) with Upgrade protection from Us or from any of Our Authorized Resellers. Pricing is based on the quantity of licenses subscribed to or purchased in the particular transaction order.

3. License Terms

3.1 License Terms and Conditions. These Terms and Conditions shall apply to any Software Subscription, Software License, Maintenance License, or any other license subscribed to or purchased under this Programme by You from Us or from any of Our Authorized Resellers. Any such Software Subscription, Software License, Maintenance License, or other license granted by COREL is conditional upon Your acceptance of these Terms and Conditions and Your continuing compliance herewith. You may accept these terms by written acknowledgment referencing these Terms and Conditions or by acceptance of, or payment for, any of Our products or services or in any other fashion, including the acceptance of the delivery of Software purchased under this Programme. In any event, You shall be deemed to have accepted these Terms and Conditions unless they are expressly rejected in writing and a refund of Your purchase price is requested within ten (10) days of Your receipt of the Software License Certificate, in which case the applicable Subscription or License and Your rights thereunder shall be terminated. The agreement between You and COREL resulting from such acceptance is hereinafter referred to as the "Agreement". The Agreement, which includes these Terms and Conditions, shall supersede any additional or inconsistent provision in any purchase order or elsewhere,

and all such inconsistent provisions are hereby expressly rejected and shall not be binding upon COREL. You hereby agree that COREL's failure to specifically object to any such additional or inconsistent provisions submitted by You shall not constitute an acceptance by COREL thereof nor shall it constitute an acceptance by COREL of any waiver of, or modification to, the provisions hereof.

3.2 Modifications. COREL expressly reserves the right to modify the Subscription Prices, Software Prices and Maintenance Prices from time to time, and each payment You make shall be calculated according to prices current at time of payment. COREL also expressly reserves the right to modify these Terms and Conditions from time to time without notice to You. You can find the latest version of the terms at <http://www.corel.com/clp/terms>.

4. Software License

4.1 License Grant. Subject to these Terms and Conditions, the EULA and Your continuing compliance therewith, COREL hereby grants You a limited, non-exclusive, non-assignable, and non-transferable, Perpetual or time-limited (Subscription) right and license to: install and use as many copies of the Software as is authorized by the Software License purchased by You as evidenced by the Software License Certificate, the terms of which Software License Certificate are incorporated into and made part of these Terms and Conditions.

Some COREL products require registration for a free online account and/or access to the Internet for complete functionality. Access to online services integrated within the Software may additionally require your acceptance of specific terms of service associated with the particular product and/or service. If You are unwilling or unable to sign in to those applications and/or allow Internet access for them, You understand that some functionality of the Software may be limited, disabled, or otherwise unavailable.

4.2 Restrictions. Except as may be expressly authorized in these Terms and Conditions: i) You agree not to rent, lease, time-share, sell, sublicense, distribute, transfer, copy, reproduce, display, or modify the Software without the prior written consent of an authorized signatory of COREL; ii) Home Use of the Software is prohibited in the People's Republic of China, the Republic of India, the Socialist Republic of Vietnam, and the Republic of Indonesia. Home Use is authorized elsewhere only for Software that is specifically permitted to be installed on up to three (3) systems in a single address under the terms of the applicable EULA. Home Use of any Pinnacle- or Roxio-branded Software is specifically prohibited.

4.3 Concurrency. Concurrent usage of the Software on multiple devices is explicitly forbidden.

5. Ownership. Except for the limited Software License Grant to You above, no title to, or ownership of, or any other proprietary rights in the Software are transferred to You.

6. Maintenance

6.1 Maintenance License. At the time of Software License purchase You may have the option to purchase a fixed term Maintenance License from Us or from Our Authorized Resellers. If You have purchased a Maintenance License, You are, during the Maintenance Period only, entitled to Maintenance including Upgrades as set forth in Sections 6.3 (Upgrades). For the avoidance of doubt, Maintenance is only available for Software Licenses for which Maintenance Licenses have been purchased.

6.2 Maintenance Period. Maintenance Licenses terminate on the expiration of the Maintenance term (for the avoidance of doubt, unless new Maintenance Licenses are purchased, Maintenance Licenses expire on the last day of the Maintenance Period).

6.3 Upgrades. During the Maintenance Period and subject to these Terms and Conditions and Your continuing compliance herewith, Maintenance Licenses entitle You to: i) Receive Software Upgrades, as they are made generally available by Us; ii) Install copies of any such Upgrades to replace copies of prior releases of the Software, but only up to the number of Software Licenses purchased by You; iii) use one version previous to the Software licensed under these Terms and Conditions provided You obtain a current copy of the previous version of the Software and install all further copies from the current copy; and iv) Multilingual use for some or all of the Software licensed under these Terms and Conditions. Notwithstanding the foregoing, nothing in these Terms and Conditions shall be construed to warrant or imply that Upgrades will be produced for any Software or, if so produced, when such Upgrades will be made commercially available by Us.

6.4 Limitation. Upgrades may require You to agree to additional or alternative terms and conditions other than as set out in these Terms and Conditions. If You do not agree to the terms and conditions of any Upgrade license, We may, upon five (5) business days' notice, terminate this Agreement. In the event We do not provide additional license terms for the relevant Upgrade, these Terms and Conditions shall apply to such Software Upgrade.

7. Support

7.1 Classic Support. Subject to these Terms and Conditions and Your continued compliance herewith, the purchase of a Software License shall entitle You to receive Classic Support, as defined from time to time by Us in Our sole and absolute discretion. "Classic Support" means You shall receive: i) free-of-charge electronic web-based support (i.e. knowledge-base and other on-line tools), and ii) email support, during Our normal business hours, in respect of basic installation and configuration issues. Classic Support is only available for the most current version of the Software. We will address technical support requests on a commercially reasonable efforts basis only and may not be able to resolve all problems or requests. We agree to support the Software only if it is used under appropriate operating conditions, in conjunction with hardware systems, components and software operating systems for which it was designed, and in accordance with these Terms and Conditions. We reserve the right to change Our Classic Support services and its terms and conditions at any time and from time to time, and without notice to You. Classic Support is only available from the country in which You purchased Your Software Licenses or Subscriptions.

7.2 Premium Technical Support. If purchased by You, Premium Technical Support shall entitle You to support up to the number of covered Incidents for which You have purchased coverage. Premium Technical Support is only available in selected countries as specified by Us from time to time and is only available during Our normal business hours.

8. Updates

8.1 Updates. We may, in Our sole discretion, develop and deliver at no charge to You one or more bug fixes, enhancements, replacement versions or other updates to the Software (collectively, "Updates"). Such Updates may require You to agree to additional or alternative terms and conditions other than as set out in these Terms and Conditions. Such Updates may also require an Internet connection and an authentication process to confirm legitimacy. If You do not agree to the terms and conditions of any Update license, We may, upon five (5) business days' notice to You, terminate this Agreement. In the event We do not provide additional license terms for the relevant Update, these Terms and Conditions shall apply to such Software Update. Notwithstanding the foregoing, nothing in these Terms and Conditions shall be construed to warrant or imply that Updates will be produced for any Software or, if so produced,

when such Updates will be made commercially available by Us.

8.2 Mandatory Updates. In the event We provide You with an Update to address a threatened or actual security breach in the Software, to replace technologies that may infringe third party intellectual property rights or for any other reason of similar significance to Us (hereinafter referred to as "Mandatory Updates"), You agree to promptly, and in no event later than ten (10) business days after We provide any such Mandatory Updates to You, cease use of any Software that has not been updated with any such Mandatory Updates. If You fail to comply within the timeframe specified in this Section 8.2 (Mandatory Updates), We may terminate Your Software License(s) and, if applicable, Maintenance License(s) effective immediately upon notice to You.

9. Your Obligations, Restrictions and Responsibilities

9.1 Protection. You agree to take reasonable steps to protect the Software and Documentation from unauthorized copying or use. You shall not disassemble, decompile or reverse engineer the Software. Where You have a statutory right to disassemble or decompile the Software for the purpose of obtaining information needed to achieve interoperability with other programs, You agree that such right may not be exercised unless We fail to respond within sixty (60) days after receipt of a written request, from You, to provide the necessary information.

9.2 Restrictions. Except as expressly authorized in these Terms and Conditions, You shall not rent, lease, time share, sub-license, distribute, resell, transfer, copy, reproduce, display, or modify the Software.

9.3 Responsibility. You shall be fully liable for any breach of these Terms and Conditions and/or the EULA, and any breach of either agreement by any of Your End Users.

9.4 Audit Rights. You agree to maintain systems and/or procedures that accurately reflect and record of the number of copies of the Software Licenses that You have installed on Your computers along with their matching purchase records (in other words, adequate records evidencing Your use and licensing of the Software pursuant to these Terms and Conditions). If audited, You shall produce the above-referenced records and documentation within thirty (30) days from date of Our written audit notice to You. We, or an independent accounting/audit firm acting on Our behalf, may conduct an audit (remotely or at Your facility) of the records and systems from Your business no more than once per annual period (or more frequently if We have reason to believe that You are not in compliance with the licensing or reporting provisions of these Terms and Conditions) to verify that Your installation of the Software conforms with valid Software Licenses from COREL or a COREL Authorized Reseller. If the audit results find that Your use does not conform to valid Software Licenses then You will

immediately, but in any event no later than twenty-one (21) days from delivery of audit findings, obtain valid Software Licenses. If You have understated Your use by more than five percent (5%), You shall also pay the reasonable expenses of the audit. This audit right shall survive for two (2) years past the expiration of any Maintenance Period or the termination of this Agreement whichever is greater.

9.5 Confidentiality. "Confidential Information" means all information, software, processes and materials relating to COREL and/or its suppliers, COREL's business activities and COREL's products, in whatever format. You shall treat as private all Confidential Information and shall not use such Confidential Information except to exercise Your rights or perform Your obligations under these Terms and Conditions and shall not disclose such Confidential Information to any third party or to any of Your employees or contractors who have no need-to-know such Confidential Information. Information which is generally known, available or in the public domain through no fault of the receiver shall be deemed not to be Confidential Information.

10. Term and Termination

10.1 Subject to Section 10.2 (Termination) below, this Agreement shall commence on the date identified on the License Certificate and shall continue until terminated.

10.2 Termination. We reserve the right to terminate this Agreement immediately upon written notice to You if You fail to comply with, or are in breach of, any material term or condition of this Agreement, or destroy all copies of the Software in Your possession or under Your control.

10.3 Effect of Termination. Upon termination of this Agreement or the expiration of a Subscription, You shall promptly and immediately at Your own cost and expense: i) cease all use and distribution of the Software and ii) either return or certify, in writing, the destruction of the Software and all COREL Confidential Information, in any and all forms, including, without limitation, all summaries, copies, physical media and excerpts and those in the Your possession or under Your control and any under the control of Your employees and/or contractors. For the avoidance of doubt, Our failure to request the return or certified destruction of the Software and Confidential Information shall not entitle You to make any further use of any COREL Confidential Information, the Software, or any Software Documentation, or otherwise extend Your rights set out herein after termination of this Agreement, and You specifically agree to immediately cease any use thereof unless You and COREL have signed a separate written license agreement for such use.

11. Limited Warranty; Liability Limitation. THE SOFTWARE IS LICENSED BY US TO YOU ON AN "AS IS" BASIS. IF YOU RECEIVE FROM US OR ONE OF OUR AUTHORIZED RESELLERS DEFECTIVE MEDIA OR DOCUMENTATION RELATING TO THE

SOFTWARE, YOU MAY RETURN THEM TO US WITHIN NINETY (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, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT OF THIRD PARTY RIGHTS, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH IMPLIED WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT WILL WE OR OUR LICENSORS AND SUPPLIERS BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OUR PERFORMANCE, THE SOFTWARE, STORAGE MEDIA, DOCUMENTATION, OR OTHER MATERIAL WE PROVIDED TO YOU WHETHER SUCH ACTION IS BASED IN CONTRACT OR IN TORT INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. In no event shall Our total liability exceed the total fees paid by You in respect of Software to Us or to one of Our Authorized Resellers during the past calendar quarter.

12. Export Compliance. You may not download, distribute, export, re-export, or redistribute the Software, including any COREL shareware product: i) into, or to a national or resident, of any country to which the United States has embargoed goods, or ii) to anyone on the United States Treasury Department's list of 'Specially Designated' nationals or the United States Commerce Department's 'Table of Deny Orders'. By downloading or using the Software, You represent and warrant to Us and Our suppliers that You are not located in, under the control of, or a national or resident of any such country or on any such list. Except if You have purchased or subscribed to 50 licenses or more, You may not purchase or subscribe to a license to use the Software for the purpose of exporting it to a country other than the original country of sale, nor may You retain the services of a third party to purchase or subscribe to a license to use the Software if in doing so You will require such third party to send (via any means, electronic or otherwise) the Software to You in a country other than the original country of sale. In any case, Classic and Premium Technical Support are only available from the country of sale.

13. Miscellaneous

13.1 Third Party Notices. The Software licensed under this Agreement may contain or be derived from materials of third party licensors.

13.2 Binding Effect; No Assignment; No Modifications/Amendments. This Agreement is binding upon the parties' respective representatives, successors and

assigns; however, You shall not assign this Agreement without Our prior written consent. We, on the other hand, are entitled to assign this Agreement to any purchaser of Our rights to any COREL Software. No modifications or amendments to this Agreement will be binding upon Us unless made in writing and duly executed by authorized representatives of both parties.

13.3 Remedies. Nothing in this Agreement is intended to waive or limit any remedy available to Us in law or in equity including, without limitation, any remedy available under International copyright laws.

13.4 Survival. The provisions of Sections 2 (CTL Programme), 3 (License Terms), 5 (Ownership), 9 (Your Obligations, Restrictions and Responsibilities), 10.3 (Effect of Termination), 11 (Limited Warranty; Liability Limitation), 12 (Export Compliance), and 13 (Miscellaneous) shall survive termination of this Agreement.

13.5 Severability. The inability to enforce any provision hereof shall not affect the right to enforce any other provisions of this Agreement; provided, however, that if any material element of this Agreement is found to be unenforceable, this Agreement may be terminated by the party attempting to enforce such element.

13.6 Governing Law. This Agreement specifically excludes the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such 'Convention', if otherwise applicable. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees. Subject to Section 12.4.1 (North America) or 12.4.2 (European Union Member State), as applicable to the purchase of the Software, each party waives any right, and agrees not to apply to have any disputes under this Agreement tried or otherwise determined by a jury, except where required by law.

13.6.1 European Union Member State. If You purchased the Software in a Member State of the European Union, this Agreement shall be governed by and construed in accordance with the laws of the United Kingdom and You hereby irrevocably consent and attorn to the exclusive jurisdiction of the courts in London, England.

13.6.2 Outside a European Union Member State. If You purchased the Software outside of a European Union Member State this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and You hereby irrevocably consent and attorn to the exclusive jurisdiction of the courts in Ottawa, Ontario, Canada.

13.7 Language. The original of this Agreement has been written in English and You hereby waive any right You may

have under local laws in Your geographical territory to have this Agreement written in any other language. You represent and warrant that You have the ability to read and write in English and that You have read and understand this Agreement. If this Agreement is translated into a language

other than English, the English version and interpretation shall govern and prevail. All communications between You and Us shall be in English.

VIRTUALIZATION ENVIRONMENT AMENDMENTS

The following additional terms apply only to Licensees purchasing Software to be used in a Virtualization Environment under the CTL Programme pursuant to the Terms and Conditions of the CTL Programme Agreement to which these Virtualization Environment Amendments are annexed and are thereby incorporated.

Section 4.4 and 4.5 shall be added to the Agreement:

4.4 You may install the Software on a hardware partition, blade, or terminal server ("Virtualization Environment") to run, use or access the Software by means of Your organization's computing devices directly connected to Your organization's internal network or Your organization's virtual private network. Use of the Software by Your employees (and Your organization's subcontractors contractually authorized to act on Your behalf) via such Virtualization Environment is permitted only up to the maximum number of licenses purchased by Your organization. For the avoidance of doubt, You must acquire and dedicate one (1) license for each computing device using, running, or accessing the Software from Virtualization Environment and for each computing device on which the Software is installed, run, used or accessed from.

4.5 The only Software authorized to be installed on a Virtualized Environment is Software that is specifically permitted to be installed on up to three (3) systems in a single address under the terms of the applicable EULA.

Section 7.3 shall be added to the Agreement:

7.3 Notwithstanding sections 7.1 and 7.2, COREL shall not be obliged to provide any support to Licensee in respect of the Software used on the Virtualization Environment, for which the Software was not designed, except for the issues which may also happen to the Software on the supported operating system.

Section 9.3 of the Agreement shall be deleted and replaced with the following:

9.3 **Responsibility.** You shall be fully liable for any breach of these Terms and Conditions and/or the EULA, and any breach of either agreement by any of Your End Users. Licensee agrees that any use of the Software on the Virtualization Environment, for which the Software was not designed, is entirely at Licensee's own risk and that COREL and its licensors shall in no way be responsible or liable for any such use or any damage arising from such use.

ACADEMIC AMENDMENTS

The following additional terms apply only to academically Qualified Institutions, as defined below, purchasing Software under the CTL Programme pursuant to the Terms and Conditions of the CTL Programme Agreement, to which these Academic Amendments are annexed and are thereby incorporated.

1. The following paragraph shall be added at the end of Section 4.1 (License Grant) of the CTL Programme Terms and Conditions:

Academically Qualified Institutional Licensees. Subject to Qualified Institution's compliance with these Terms and Conditions, and provided the Qualified Institution hosts the Software on an encrypted password protected internal site for electronic software download ("ESD") distribution to Authorised Users and then only for use on Authorised Computers, the "Qualified Institution" shall have, during the term of the Agreement, the right to replicate and distribute the same number of copies of the Software as authorized by the Software Licenses purchased by the Qualified Institution as evidenced by the Software License Certificate. The Qualified Institution shall verify the identity of each individual before it distributes the Software to ensure that such individuals qualify as Students. COREL will provide the Qualified Institution with a gold master of the Software for the purpose of incorporating a unique serial number into the Software. The Qualified Institution shall reproduce the gold master only as provided by COREL and shall not modify it in any way including, but not limited to, any artwork therein. Use of the Software by an Authorised User (during the academic term at the Qualified Institution and outside the classroom as the ultimate end user) is governed by the COREL EULA. Notwithstanding the foregoing, the Qualified Institution named on the License Certificate shall remain fully liable for the actions and omissions of its Authorised Users. The Qualified Institution agrees that should any Authorised User cease to attend or work for an Academic Institution, the Qualified Institution shall request that such former Authorised User destroy any Software in the possession or control of such Authorised User. Upon expiration of the Maintenance term the Qualified Institution shall immediately cease distribution of the Software and shall return any copies of the Software and Documentation to COREL.

"Qualified Institution" means a university, technical college or other public or private accredited institution (including a department, faculty or distinct organizational unit of such Qualified Institution) whose sole purpose is to provide educational instruction, which has the legal capacity and authority to enter into this Agreement, and in whose name the License Certificate is issued. The Qualified Institution must be accredited by an association recognized by its State's department of education or its Provincial ministry of education. Qualified Institutions also include charities

officially registered in compliance of the laws of their respective countries. Additional Qualified Institutions for specific countries can be found at <http://www.corel.com/education>.

"Authorised User" means any matriculated student, or then-employed faculty or teaching staff member of the Qualified Institution.

"Authorised Computer" means any computer which is owned or controlled by the Qualified Institution.

"Student" means any individual registered as a part time or full time student of the Qualified Institution.

"Upgrade Protection" (outside of North America only) shall have the meaning ascribed to the term "Maintenance" as described in Section 6 (Maintenance) of this Agreement.

2. Section 6.5 shall be added to the Agreement:

6.5 Upgrade Protection Licenses (Outside of North America Only). Upgrade Protection Licenses purchased from Us or Our Authorized Resellers by Qualified Institutions outside of North America shall be subject to all terms applicable to Maintenance Licenses herein.

3. Section 7.1 (Classic Support) of the Agreement shall be deleted and shall be replaced with the following:

7.1 Academic Support. Subject to these Terms and Conditions and the Qualified Institution's continued compliance herewith, the purchase of a Software License shall entitle the Qualified Institution to receive free-of-charge electronic support (i.e., knowledge-base and other on-line tools). COREL will address technical support requests on a commercially reasonable efforts basis only and may not be able to resolve all problems or requests. COREL agrees to support the Software only if it is used under appropriate operating conditions, and in conjunction with hardware systems, components and software operating systems for which it was designed and in accordance with these Terms and Conditions. COREL reserves the right to change the terms and conditions of its support offering at any time and from time to time, and without notice to the Qualified Institution.

Schedule "A"
CTL Programme Definitions

The following definitions shall apply to this Agreement:

"COREL" also means the COREL entity identified on the License Certificate.

"Authorized Reseller(s)" means any reseller approved by COREL to resell Software Licenses, Maintenance Licenses under this Programme and to distribute the Software and any Maintenance Licenses pursuant to the Terms and Conditions of this Agreement.

"Classic Support" means COREL's basic technical support, including help with immediate download and basic installation and configuration issues, Network Deployment Guide, support pages for each product and online support consisting of the Corel Knowledgebase and FAQ's. Classic Support terms and policies may be modified from time to time; please refer to <http://www.corel.com/support> for current support terms and policies.

"Documentation" means the documentation accompanying the Software.

"End User" means any individual who is authorized by You to use the Software in accordance with the Terms and Conditions of this Agreement.

"EULA" means COREL's end user license agreement as contained within the Software licensed pursuant to this Agreement.

"Home Use" means use of a second copy of Software on a home computer or computing device. If the software application is being used in China, India, Vietnam or Indonesia, you may not make or use a second copy of the software application on a home or portable computer. If the software is a Roxio product, you may not make or use a second copy of the Roxio software application on a home or portable computer.

"Incident" means the resolution of a distinct technical question, problem or issue regardless of the number of telephone calls required.

"License Certificate" or "Software License Certificate" means the electronic or physical Proof of Entitlement Certificate document that is delivered by COREL to You evidencing the quantity, type, and term of COREL licenses purchased by You under the CTL Programme and references these Terms and Conditions.

"Maintenance" means, in general, the provision as described in Section 6 (Maintenance) of this Agreement.

"Maintenance License" means the right to receive Maintenance services and support as defined in Section 6.1 (Maintenance License) of this Agreement.

"Maintenance Period" means, the period beginning on the date of purchase of the Maintenance License and which terminates as set forth in Section 6.2 (Maintenance Period) on the first anniversary of the date of purchase of such Maintenance License.

"Maintenance Price" means the current suggested list prices for Maintenance Licenses published by COREL or a COREL Authorized Reseller as amended from time to time.

"Multiplatform Use" means the use of equivalent versions of the Software on applicable Windows or Macintosh operating systems (excluding Unix and Linux platforms).

"Multilingual License" means the use of any or all equivalent COREL supported language versions of the Software in support of a single user on one (1) machine at any one time. COREL does not warrant or imply that any new language version will be produced for any Software product or, if so produced, when such new language version will be made commercially available by COREL.

"New Product" means either an entirely new Software product or a major revision of Software released by COREL that is consistently designated by COREL as a new product rather than as an Upgrade. If a question arises as to whether a major revision product offering is an Upgrade or a new product, COREL's opinion will prevail, provided that COREL treats the major revision product offering the same for its end uses generally.

"Perpetual License" means a license to use the Software indefinitely, without any recurring fees for continued use, subject to continuing compliance with these Terms and Conditions and any applicable EULA.

"Premium Technical Support" means, in addition to Classic Support, support on a per-Incident basis.

"Software" means, collectively, the software set out on the License Certificate and any Upgrades and Updates licensed to You under this Agreement.

"Software License" means the license to use the Software as described in Section 4.1 (License Grant) of this Agreement.

"Software Prices" means the current list prices for Software Licenses published by COREL as amended from time to time.

"Subscription" means a time-limited license to use the Software, with periodically recurring fees for continued use, subject to continuing compliance with these Terms and Conditions and any applicable EULA.

"Update(s)" has the meaning given in Section 8.1 (Updates).

"Upgrade" means a revision of Software released by COREL during the Maintenance Period that is consistently designated by COREL as an "Upgrade", rather than a New

Product. In most instances an Upgrade will generally be designated by a version number change in the Software immediately to either the right or the left of the decimal (e.g. version 5.1 to 6.0, or version 6.0 to 6.1).

"Virtualization Environment" means a server or other computer hardware on which software is installed so that multiple End Users may access such Software. A Virtualization Environment may include a hardware partition, blade, or terminal server.