

**MINDMANAGER
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Dated: September 2020

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a. Corel warrants that the media on which the Software is distributed, if applicable, will be free from defects, and that the Software shall conform substantially to the description in its Documentation when used in a Supported Environment for the first thirty (30) days of the License Term, unless otherwise required by applicable law. If the media is defective, Your sole remedy in the event of a breach of this warranty will be that Corel will replace any defective media returned to Corel within the warranty period. If the Software does not substantially conform to the description in its Documentation, Your sole remedy will be that Corel shall, at its option and its sole discretion, correct the defects in the Software or replace the defective licensed software, and, if Corel is unable to make the deficient licensed software substantially conform to the description in its Documentation after such commercially reasonable efforts, to discontinue Your use of the licensed software and terminate Your license to the Software provided that: (a) the Software has been properly installed and used at all times and in accordance with the instructions in its Documentation; (b) no modification, alteration, or addition has been made to the Software product by persons other than Corel or its authorized representative; and (c) Corel receives written notice of the non-conformity within the warranty period. This is Your sole and exclusive remedy for a breach of this limited warranty and Corel's sole and entire liability. The foregoing excludes Software made available by Corel at no charge, including without limitation the MindManager Reader, any trial or NFR (not for resale) license or subscription or "reader" or "guest" account, which are provided "as is" and "as available" with all faults and without warranty of any kind to the maximum extent permitted by applicable law. EXCEPT FOR THE PRECEDING EXPRESS LIMITED WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAW, COREL AND ITS LICENSORS PROVIDE THE SOFTWARE WITHOUT ANY WARRANTIES OF ANY KIND. THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS EULA, OR COMMUNICATION WITH YOU INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. COREL DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND COREL EXPRESSLY IS NOT AND WILL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM ANY SUCH PROBLEMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

b. High Risk Activities. Your use of the Software in any application or situation where failure of the Software could lead to death or serious bodily injury of any person, or to severe physical or environmental damage including aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems shall be at Your own risk and Corel does not guarantee that the Software will be fault-tolerant or error free or operate uninterrupted during such situations. COREL EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

9. LIMITATION ON AND EXCLUSION OF DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAW, YOU CAN RECOVER FROM COREL, ITS LICENSORS, AND ITS RESELLERS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE (OR IN THE CASE OF A FREE PRODUCT, TO \$50.00). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, COST OF COVER FOR SUBSTITUTE GOODS, ANY OUT OF POCKET COSTS, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR

OTHERWISE) AND EVEN IF COREL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. This limitation applies to: (i) anything related to the Software, services, content (including code) on third party Internet sites or third party programs; and (ii) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if: (A) any remedy fails of its essential purpose; (B) Corel, its licensors, and resellers knew or should have known about the possibility of the damages; or (C) Corel, its licensors, and resellers have been advised of the possibility of such damages. Some countries and states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

10. PUBLICITY.

Corel may use Your name and logo (if any) on client lists in various forms (e.g., printed, online, etc.) and in other marketing and sales collateral, for the sole purpose of identifying You (or Your employer, as applicable) as a customer of Corel. In any use of Your name or logo, Corel will comply with any logo usage guidelines that You may provide and Corel will promptly fix any defect that You bring to Corel's attention. Corel may use Your name, logo, website link, quote, and any other information that You may provide to develop press releases and other marketing and sales collateral in any form (e.g., print, audio, video, and other formats) that pertain to Your use of Corel products or services. Corel may publish and freely distribute all such information, quote(s), or input. Corel will never broadly publish any personally identifiable information without Your prior written consent. Corel is not obligated to publish or otherwise use any information or logo that You may provide. The rights that You grant to Corel are without any fee or royalty.

11. DEPLOYMENT.

Deployment. Unless otherwise indicated in a signed agreement with Corel or any other terms and conditions of Corel, You may deploy the Software within Your legal entity and any of Your Affiliates (as defined below) provided that: (i) such deployment is made only within the **Applicable Region** (as defined below) in which You purchased the Software; and (ii) the Affiliate at which the Software is deployed accepts and agrees to comply with all of the terms of this EULA.

Any attempt to deploy the Software in violation of this section shall be void. An **Affiliate**, with respect to Your legal entity, shall mean another legal entity that controls, is controlled by, or is under common control with, Your legal entity. **Control** for this purpose shall mean 50% or greater voting power. In complying with Your obligations under this Section 11, You shall also comply with and adhere to the Software installation, usage restrictions and Seats limitations set out under Section 1 at all times.

12. TERM AND TERMINATION.

a. Term. This EULA shall be effective upon Your acceptance, pursuant to the third paragraph of this EULA, and expire upon expiration of the License Term, including any renewal terms (collectively, the "**Term**").

b. Termination. Corel may terminate this EULA immediately and without notice if You fail to comply with any term of this EULA.

Effect of Termination. In the event of termination, You must destroy all copies of the Software, its Documentation, and any license key provided to You. In addition, You must remove all copies of the Software, including all back-up copies, from any and all servers, computers, and terminals on which it is installed. Corel

reserves the right to request You to certify in writing such destruction and removal of the Software. Any provision of this EULA that requires or contemplates execution after termination or expiration of this EULA shall survive, including, but not limited to sections: 6 (Indemnification), 8 (Limited Warranty), 9 (Limitation and Exclusion of Damages), 12 (Term and Termination), 13 (General), and 14 (Special Provisions for Residents of Member States of the European Economic Community).

13. GENERAL.

a. Entire Agreement. This agreement (including the warranty above), any addendum or amendment thereto, including the Ordering Document and/or the MSA Terms and Conditions (if applicable) constitute the entire agreement for the Software and support services and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, including any standard terms and conditions set forth in a purchase order.

b. Headings. Headings under this EULA are intended only for convenience and shall not affect the interpretation of this EULA.

c. Waiver and Modification. No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. This EULA may only be modified pursuant to the fourth paragraph of the EULA or by an Ordering Document.

d. Severability. If any provision of this EULA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this EULA will not be affected.

e. Export Restrictions. The Software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end users, and end use. You may not use, export, re-export, import, sell or transfer the Software except as permitted by United States (U.S.) law, the laws of the jurisdiction in which You obtained the Software and/or SaaS Offering, and any other applicable laws and regulations. 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 any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Software may be subject to other U.S. and foreign laws and regulations governing the export of software by physical and electronic means. You agree to comply with all applicable U.S. and foreign laws that apply to Corel as well as end-user, end-use, and destination restrictions imposed by U.S. and/or foreign governments. You also agree that You will not use the Software for any purposes prohibited by U.S. law, including, without limitation, the development, design, manufacture, or production of nuclear missiles, or chemical or biological weapons.

f. Personal Data. Personal data can include any information that is capable of personally identifying You and/or a User including but not limited to an individual’s name, social security number, personal / residential address, telephone number, and age (“**Personal Data**”). You acknowledge and agree, and shall ensure that all Users acknowledge and agree, that Corel’s provision of the Software and any support services to You may require Corel to process or store Personal Data and to transmit such Personal Data internally within Corel or to Corel Affiliates. Such processing, shall only be to the extent necessary for, and for the sole purpose of, enabling Corel to perform its obligations hereunder and may involve the transfer of Personal Data to Corel and Corel Affiliates located in countries outside of the European Economic Area (“EEA”) including the US, which may not have data protection laws equivalent to those in the EEA. You consent, and shall ensure that all Users consent, to the transfer of Personal Data to Corel and Corel Affiliates that may be located in countries outside of the EEA. Further, any Personal Data You provide to Corel will be processed and stored in the manner

according to Corel's Privacy Policy, available at: <https://www.corel.com/privacy>.

g. Cookies Use. You acknowledge and agree that Corel uses technology, including text files which retain small pieces of data to identify Your devices, network, Users and Your and their web browsing activities ("**Cookies**"), in its Software and SaaS Offering to collect information about You and Your Users. This technology helps Corel understand what information and advertising is most useful to its customers (including You and the Users). The Cookies which Corel uses aim at enhancing Your and the Users' experience of the Software, helps Corel study and share the information collected with its advertising and marketing partners for advertising, promotional and marketing purposes, and allow Corel to send You and the Users offers which are tailored to Your and their interests on the basis of their web browsing of Corel's site and third party websites and/or use of the Software. To find out more about the Cookies, You must read our Cookies Policy (that is available at the following link **[insert link]**). The Cookies Policy contains further information about the technology Corel uses for the above stated purposes and how to disable the Cookies in the Software. By clicking the "Accept" button You agree, and have ensured that all Users agree, to Corel's use of the Cookies and other similar technologies for the aims and purposes set out in this section. You shall indemnify and hold harmless Corel against any and all claims from any User or third party in respect of Corel's use of the Cookies and analytics related technology in accordance with this section. The foregoing indemnity shall explicitly survive the expiry or termination of this EULA.

h. Analytics. Corel also collects and uses, through its Software, Non-Personal Data for system administration, diagnostic, management, research and product development purposes. Corel may also use this Non-Personal Data for any of the foregoing purposes to obtain a better understanding of Your and the Users' behavior and improve the quality and performance of its products and services, including the Software. Corel may aggregate, analyze and share this Non-Personal Data with its third-party analytics service providers for analytics and usage statistical purposes ("**Analytics Data**"). Such Analytics Data helps Corel provide more useful information and services to You and the Users. By clicking the "Accept" button, You acknowledge and agree to Corel's use of the Non-Personal Data as set out in this Section 13.h. By clicking the "Accept Button" as well You acknowledge and agree that Corel owns, and shall continue to own, all intellectual property and other proprietary rights in and to all portions of the Analytics Data. You also hereby grant Corel the right to use the Non-Personal Data to produce the Analytics Data, improve, enhance and further develop its Software and otherwise achieve the objectives set out in this Section 13.h and under this EULA. You further authorize Corel to place such Non-Personal Data in a database controlled by Corel or its third party analytics service provider where it may be combined with the data of others to form aggregate data for analysis of the performance of the Software and SaaS Offering and for the performance of services for others. If Corel combines Non-Personal Data with Personal Data, the combined information will be treated as Personal Data for the purposes of its Privacy Policy, for as long as it can identify an individual, and, will not be subject to this Section 13.h.

i. Governing Law. If You obtained Your license Canada, this EULA shall be governed by the laws in force in the Province of Ontario, Canada; and any dispute between You and Corel regarding this EULA will be subject to the exclusive jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If You obtained Your license in the United States, this EULA shall be governed by the laws of the United States and the State of California, without reference to conflict of laws principles. Any dispute between You and Corel regarding this EULA will be subject to the exclusive venue of the state and federal courts in the State of California. If You obtained Your license in a country of the European Union, Iceland, Norway or Switzerland, this EULA shall be governed by local law. If You obtained Your license anywhere else, unless expressly prohibited by local law, this EULA shall be governed by the laws of the United States and the State of California. This EULA will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

j. Legal Effect. This EULA describes certain legal rights. You may have other rights under the laws of Your state or country. You may also have rights with respect to the party from whom You acquired

the Software. This EULA does not change Your rights under the laws of Your state or country if the laws of Your state or country do not permit it to do so.

k. Assignment of EULA. Corel may assign this EULA in whole or in part. In the event of a merger, acquisition, or sale of the Software by Corel or Corel Affiliates, Your continued use of the Software signifies Your agreement to be bound by this EULA, privacy policy, and other policies of the subsequent owner. With Corel's written consent, You may assign all of Your rights under this EULA to use the Software to another person or legal entity that is not an Affiliate, only if the License Term of the Software is a Perpetual Term, provided that:

(i) the transfer is only made within the Applicable Region in which the Software was purchased; (ii) You also transfer this EULA, the Software, and all other software bundled with the Software as acquired by You, including all copies, updates, and prior versions to such person or entity; and (iii) the transferee accepts and agrees to comply with all of the terms of this EULA. Any attempt to assign this EULA in violation of this section shall be void. Subject to the foregoing, this EULA will be binding upon and will inure to the benefit of the parties' permitted successors and assignees.

l. Force Majeure. A party is not liable for failure to perform the party's obligations (other than payment obligations) if such failure is as a result of an event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of any such event. If such event continues for more than one (1) calendar month, either party may cancel any EULA and/or Ordering Document with respect to services not yet performed or products not yet provided upon written notice.

m. Trademark Notice. Corel, Mindjet, MindManager, and MapsForThat are are registered trademarks or trademarks of Corel Corporation, in the United States and/or other countries. All other trademarks referenced in the Software or Documentation are the property of their respective owners.

n. Compliance with Laws. You agree to use the Software and/or SaaS Offering in compliance with all applicable laws, including local laws of the country or region in which You reside, and in compliance with all applicable export laws and regulations. You shall not use the Software for any purpose prohibited by applicable law.

14. SPECIAL PROVISIONS FOR RESIDENTS OF MEMBER STATES OF THE EUROPEAN ECONOMIC COMMUNITY & OTHER JURISDICTIONS.

a. Limitation of Liability in a Member State of the European Community. If You obtained the Software and/or SaaS Offering in a Member State of the European Community, and You usually reside in such a country, then Section 9 (Limitation On and Exclusion of Damages) does not apply. Instead, except as provided in this paragraph, Corel's statutory liability for damages shall be limited as follows: (i) Corel shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect to damages caused by a slightly negligent breach of a material contractual obligation, and (ii) Corel shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation. The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular, to liability caused by wrongful intent or gross negligence, to liability under the German Product Liability Act, to liability for assuming a specific guarantee, or to liability for culpably caused personal injuries. You are required to take all reasonable measures to avoid and reduce damages, in particular, to make back-up copies of the Software and Your computer data subject to the provisions of this EULA.

b. Limited Warranty for in a Member State of the European Community. If You obtained the Software and/or SaaS Offering in a Member State of the European Community and You usually reside in such a

country, then Section 8 (Limited Warranty) does not apply. Instead, Corel warrants that the Software provides the functionalities set forth in the accompanying Documentation (the "agreed upon functionalities") for the limited warranty period following receipt of the Software when used in a Supported Environment. As used in this sub-section, "limited warranty period" means one year if You are a business user and two years if You are not a business user. Non-substantial variation from the agreed upon functionalities shall not be considered and does not establish any warranty rights. THIS LIMITED WARRANTY DOES NOT APPLY TO THE SOFTWARE PROVIDED TO YOU FREE OF CHARGE, FOR EXAMPLE, UPDATES, PRE-RELEASE, TRIAL, THE MINDMANAGER READER, OR THE SOFTWARE THAT HAS BEEN ALTERED BY YOU, TO THE EXTENT SUCH ALTERATIONS CAUSED A DEFECT. To make a warranty claim, during the limited warranty period You must return, at our expense, the Software and proof of purchase to the location where You obtained it. If the functionalities of the Software vary substantially from the agreed upon functionalities, Corel is entitled, by way of re-performance and at its own discretion, to repair or replace the Software. If this fails, You are entitled to a reduction of the purchase price (reduction) or to cancel the purchase agreement (rescission).

c. Assignment, Transfer for Users Residing in a Member State of the European Community. If You obtained the Software and/or SaaS Offering in a Member State of the European Community, and You usually reside in such a country, then the limitation in section 13 i. (Assignment) (pertaining to transfer of the Software) shall not apply to You.

d. Limitation of Liability in other Jurisdictions. If You obtained the Software and/or SaaS Offering in one of the jurisdictions set out in Exhibit A, and You usually reside in that jurisdiction, then Section 9 (Limitation On and Exclusion of Damages) does not apply. Instead, the country-specific terms set out in Exhibit A shall apply.

e. Limited Warranty for other Jurisdictions. If You obtained the Software and/or SaaS Offering in one of the jurisdictions set out in Exhibit A and You usually reside in that jurisdiction, then Section 8 (Limited Warranty) does not apply. Instead, the country-specific terms set out in Exhibit A shall apply.

15. THE SOFTWARE FUNCTIONALITY.

a. Interoperability with other Corel applications. The Software interoperates with other Corel products. Your use of any other Corel product is subject to the Corel product terms applicable to such Corel product. Interoperability may require that You use the most current version of the Software and any other Corel products with which it interoperates.

b. Shared Content Security. You acknowledge that sharing Content with the "Share" functionality in the Software is not intended as a secure means of content transfer. Using this functionality may make the shared content public in nature by granting access to the content hosted on Corel's servers to others, who, in turn, may grant access to the content to other third parties. By using this functionality within the Software, You assume the risk that the content so shared may be discovered by third parties who You did not intend to view the content. The Software's "Share" functionality is not designed for use with materials that are highly confidential in nature.

c. Trial and Conversion. If You receive the Software on a trial basis, Your rights to use the Software are limited to the trial period. The length of the trial period is set forth during the activation process, and the trial version may contain a subset of the features and functions of the full version. You may have the option to convert Your trial to a Subscription Term or Perpetual Term. Conversion options will be presented to You at the expiration of Your trial period. After the expiration of any trial period without conversion, all features of the Software will stop running. If the Software is a version that You have converted or exchanged from a valid

licensed prior version, You agree that by installing and using the Software, You will no longer use the prior version. Corel reserves the right to require certification of the destruction and removal of such previous version of the Software.

d. Upgrade. Any upgrade You accept to receive from Us and install, run or use in respect of an earlier version of the Software shall: (i) automatically cancel and terminate Your prior agreement through which You obtained a license for the earlier version of the Software from us, and (ii) cause this EULA to replace and supersede such prior agreement for the Software version You upgraded from. Upon such upgrade, You may no longer use the earlier version of the Software. Corel reserves the right to require certification of the destruction and removal of such previous version.

e. NFR Licenses. If You receive the Software pursuant to a complimentary royalty-free Not-For-Resale ("**NFR**") license, You may not re-sell or transfer the license to any third party.

f. Trial and NFR License Warranty Disclaimer. Notwithstanding Section 8 (Limited Warranty) or Section 14(b) (Limited Warranty for Users Residing in a Member State of the European Community), if You receive the Software on a trial basis or pursuant to a NFR license, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COREL, ITS LICENSORS, AND RESELLERS BEAR NO LIABILITY FOR ANY DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE SOFTWARE.

g. Third Party Readme. The THIRDPARTYREADME is available here:
<http://www.mindmanager.com/legal/thirdpartyreadme>.

16. UNITED STATES GOVERNMENT USE RIGHTS.

The Software, SaaS Offering and any related technical data, including manuals and Documentation, are commercial as defined in the Federal Acquisition Regulation (FAR) at 2.101. If a license to the Software or SaaS Offering is acquired by or on behalf of an agency, department, or other entity of the U.S. Government ("Government"), the use, duplication, reproduction, release, modification, disclosure, or transfer ("use") of the Software and/or SaaS Offering, and any related technical data of any kind, including manuals and Documentation, no matter how received by the Government, is restricted by the terms and conditions of this Agreement in accordance with FAR 12.212 for civilian agencies, and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. All other use is prohibited..

EXHIBIT A
Country-Specific Terms.

The following country-specific terms apply to Your use of the Software and/or SaaS Offering in the countries specified below. To the extent a conflict between these country-specific terms and the general license terms set forth in the main body of the EULA exists, these country-specific terms shall supersede and control.

AUSTRALIA

1. Limited Warranty.

The Software comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Software repaired or replaced if the Software fails to be of acceptable quality and the failure does not amount to a major failure.

2. Limitation of Liability. (liability limit)

The Australian Consumer Law contains guarantees that protect the purchasers of goods or services in certain circumstances. To the fullest extent permitted by law, the liability of Corel to You for any loss or claim arising under or in connection with this EULA that cannot be lawfully excluded under the Australian Consumer Law is limited to:

- (i) (replacement) the replacement of the Software and/or Documentation;
- (ii) (repair) the repair of the Software and/or Documentation;
- (iii) (replacement price) the payment of the cost of replacing the Software and/or Documentation or of acquiring equivalent goods; or
- (iv) (repair price) the payment of the cost of having the Software and/or Documentation repaired.

3. Governing Law.

This EULA is governed by the laws of the State of Victoria, Australia. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, the application of each of which is expressly excluded.

RUSSIA

1. Consent to Use Data.

Corel's use of data collected from Your use of the Software (as described in the EULA) is limited to use in a form that does not personally identify You or the Users. You hereby expressly grant Corel the right to collect, record, arrange, accumulate, keep, update, extract, use, transfer (including trans-border transfer) access, depersonalize, block, remove any personal data (as defined by the applicable laws of Your jurisdiction) so obtained.

2. Governing Law and Choice of Forum.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington, United States, without regard to the conflicts of law rules thereof, to the extent such rules would result in the application of another jurisdiction's laws. Any claim or dispute arising in connection with this Agreement shall be

resolved in the federal or state courts situated within the Western District of Washington, unless specific rules apply to You as a consumer (natural person obtaining license for personal needs). In the latter case the dispute shall be settled in the court duly empowered by the applicable law of Your jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.