

Corel Transactional Licensing (CTL) Programme Terms and Conditions

These CTL Programme ("Programme") Terms and Conditions (these "Terms and Conditions"), incorporating by reference and amending the terms of the End User License Agreement (EULA) under which 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 (such certificate will be referred to herein as the "License Certificate") and such party, 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 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 THE SOFTWARE, YOUR USE OF THE 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 EULA, THESE TERMS AND CONDITIONS SHALL GOVERN AND RESOLVE SUCH CONFLICT. THESE TERMS AND CONDITIONS AND THE EULA MAY BE COLLECTIVELY REFERRED TO HEREIN AS THE "AGREEMENT".

1. Definitions. Capitalized terms, as used in these Terms and Conditions, if not defined in the sections hereof are defined in the EULA (where indicated) or 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, except as otherwise provided in these Terms and Conditions.

3. License Terms

3.1 License Terms and Conditions. These Terms and Conditions shall apply to any 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 License, Maintenance License, or other license granted by COREL is conditional upon Your acceptance of these Terms and Conditions and Your continuing compliance herewith and with the terms of the EULA. You may accept these terms by written acknowledgment referencing these Terms and Conditions or by use of, acceptance of delivery of, or payment for, any of Our products or services or in any other fashion. In any event, You shall be deemed to have accepted these Terms and Conditions unless You expressly reject them in writing and request a refund of Your purchase price within ten (10) days of Your receipt of the License Certificate, in which case the applicable Subscription or License and Your rights thereunder shall be terminated. The Agreement (i.e., these Terms and Conditions and the EULA), shall supersede any additional or inconsistent provision in any purchase order or other document You produce, 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 acceptance by COREL thereof nor shall it effect 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 these Terms and Conditions 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 right and license to: install and use the number of copies of the Software as is authorized by the Software License purchased by You as evidenced by the License Certificate. You have purchased either a Perpetual License or a Subscription to the Software, also as evidenced by the License Certificate. The terms of the 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) You may install Software on the computers of Your employees that you have authorized for use in the employee's home in furtherance of Your organization provided that the applicable license fees have been paid for each such installation except in the People's Republic of China, the Republic of India, the Socialist Republic of Vietnam, and the Republic of Indonesia, where Home Use of the Software is prohibited, and (iii) You may not install the Software in a Virtualized Environment or use the multi-language features included with some versions of the Software unless the Software is covered by an active Maintenance License.

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. If You purchase a Perpetual License, then, at the time of Software License purchase, You will have the option to purchase a fixed term Maintenance License from Us or from Our Authorized Resellers. If You purchase a Maintenance License, You are entitled to receive all of the benefits of Corel's maintenance program, CorelSure. If You do not purchase a Maintenance License, then you are not entitled to receive any of the benefits of CorelSure for Your Software. If You purchase a Subscription for the Software, then the Maintenance Licenses for CorelSure are included and do not need to be separately purchased for so long as the Subscription is active under this Programme. The current terms and conditions for, and benefits of, CorelSure are available here: <http://www.corel.com/en/corelsure-maintenance-terms-and-conditions/>.

7. Support. Subject to these Terms and Conditions and Your continued compliance with the Agreement, the purchase of a Software License shall entitle You to receive: (i) free-of-charge electronic web-based support (i.e. knowledge-base and other on-line tools), and (ii) during Our normal business hours, support in respect of basic installation and configuration issues. Refer to <http://www.corel.com/support> for current support terms and policies and support contact information. We reserve the right to change the scope of free support we provide and the applicable terms and conditions at any time and from time to time, in Our sole discretion and without notice to You.

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 license terms and conditions that are in addition to or that replace certain terms in these Terms and Conditions. Such Updates may also require

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 your rights to use the Update. If We do not provide additional license terms for a given Update, then these Terms and Conditions shall apply. 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 such 10-business day period, We may terminate this Agreement, including Your Software License(s) and Maintenance License(s), if any, effective immediately upon notice to You.

9. Your Obligations 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 or otherwise attempt to derive its source code. 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 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.

9.3 Audit Rights. You agree to maintain systems and/or procedures that accurately reflect and record of the number of copies of the Software that You have installed on Your computers along with their matching purchase records (in other words, adequate records evidencing that you have obtained valid Software Licenses for any and all Software installed by Your organization. For the avoidance of doubt, COREL's audit rights hereunder are not limited to validating the proper number of installations of Software that we have record of being subject to a Software License, but rather, extends to any and all COREL Software. 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 organization 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 installation of the Software 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 and pay for valid Software Licenses, at a rate equal to 110% of the then-current list price for the relevant Software. If You have understated Your use by more than five percent (5%), You shall pay for the necessary Software Licenses at a rate of 125% of the then-current list price for the relevant Software and 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 later.

9.4 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 confidential and proprietary to COREL, and maintain the confidentiality and security of, all Confidential Information using no less than a reasonable standard of care, and shall not use or copy Confidential Information except as strictly necessary to exercise Your rights or perform Your obligations under these Terms and Conditions. You 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. You shall be liable for any failure by any person to whom You've disclosed Confidential Information to comply with the terms of this Section. 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. You shall immediately notify Us of any breach of by You or Your employees or contractors of this Section.

10. Term and Termination

10.1 This Agreement shall commence on the date identified on the License Certificate and shall continue either (i) until the end of Your Subscription, as identified in the License Certificate, unless earlier terminated under Section 10.2 or (ii) if You have purchased a Perpetual License, until terminated under Section 10.2.

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 term or condition of this Agreement.

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, the Documentation, and all other 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 the Software, the Documentation, or any other COREL Confidential Information or otherwise extend Your rights set out herein after termination of this Agreement. For the avoidance of doubt, in the event of termination of this Agreement by Corel under Section 10.2 (including, without limitation, a termination due to a failure to comply with Section 8.2), You shall not be entitled to a refund of any prepaid, unused fees.

11. No Warranty; Limited Remedy; 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 AFTER THE DATE OF PURCHASE, AND THEY WILL BE REPLACED AT NO CHARGE. THIS LIMITED REMEDY IS IN LIEU OF ANY REPRESENTATION OR WARRANTY, 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, SATISFACTORY QUALITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED. IN NO EVENT WILL WE OR OUR LICENSORS AND SUPPLIERS BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, 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. You may not purchase or subscribe 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 ("Non-Sale Country Export"). Notwithstanding the foregoing, You may purchase Software for the purpose Non-Sale Country Export if you have purchased at least five (5) Software Licenses and have active Maintenance Licenses for all such Software Licenses, and provided that such purchase is made in either (i) the country where Your company is headquartered or (ii) the country in which the Software is to be used. In any case, Classic and Premium Technical Support are only available from the country of sale.

13. Reference. You agree that COREL may use Your Company name and logo in customer lists and on Our website, and in other public communications (excluding press releases, unless We obtain Your specific consent), so long as no such use implies Your endorsement of the Software or COREL.

14. Miscellaneous

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

14.2 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, which we will not grant unless You have at least five (5) Software Licenses and You have active Maintenance Licenses for all such Software Licenses. We, on the other hand, are entitled to assign this Agreement to any purchaser of COREL or to Our rights in any of the Software licensed to You. 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.

14.3 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 copyright laws applicable anywhere in the world the Software is installed or used.

14.4 Survival. The provisions of Sections 2 (CTL Programme), 3 (License Terms), 5 (Ownership), 9 (Your Obligations and

Responsibilities), 10.3 (Effect of Termination), 11 (No Warranty; Limited Remedy; Liability Limitation), 12 (Export Compliance), and 13 (Miscellaneous) shall survive termination of this Agreement.

14.5 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 by a court of competent jurisdiction to be unenforceable, this Agreement may be terminated by the party attempting to enforce such element.

14.6 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 attorneys' fees. Subject to Section 14.4.1 (European Union Member State) and 14.4.2 (Outside a European Member State), as applicable to the purchase of the Software, each party waives any right to, and agrees not to apply to have any disputes under this Agreement tried or otherwise determined by, a jury, except where otherwise required by law.

14.6.1 European Union Member State. If You purchased Your Software License(s) 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.

14.6.2 Outside a European Union Member State. If You purchased Your Software License(s) 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.

14.7 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 geographic 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.

ACADEMIC AMENDMENTS

The following additional terms apply only to academically Qualified Institutions (as defined below) purchasing Software under the Programme, as evidenced by the applicable License Certificate. These terms are in addition to, and are subject to, the Terms and Conditions of the CTL Programme Agreement to which these terms are annexed and are hereby incorporated therein.

The following shall be added at the end of Section 4.1 (License Grant) of the Terms and Conditions:

Academically Qualified Institutional Licensees. Subject to the 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 and covered by active Maintenance Licenses by the Qualified Institution as evidenced by the License Certificate. Prior to distributing the Software to any Student, the Qualified Institution shall verify that each such individual qualifies as a Student. 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. This unique serial number must be included in any and all copies of the Software distributed by the Qualified Institution. The Qualified Institution shall reproduce the gold master only as provided by COREL and shall not modify it in any way. 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 EULA. Notwithstanding the foregoing, the Qualified Institution shall remain fully liable for the acts 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 require that such former Authorised User destroy any Software in his or her possession or control. Upon expiration of the Maintenance Period, the Qualified Institution shall immediately cease distribution of the Software and shall return any and all 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) the sole purpose of which is to provide educational instruction, and which has the legal capacity and authority to enter into this Agreement. The License Certificate must be issued in the name of the Qualified Institution. 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 Student or then-employed faculty or teaching staff member of the Qualified Institution.

"Authorised Computer" means any computer that 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" in Section 6 (Maintenance) of this Agreement.

The following Section 6.5 shall be added to the Terms and Conditions:

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.

Section 7.1 (Classic Support) of the Terms and Conditions shall be deleted and replaced with the following:

7.1 Academic Support. Subject to these Terms and Conditions and the Qualified Institution's continued compliance with the Agreement, 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) ("Academic Support"), which may not be able to resolve all problems or requests; COREL makes no commitment 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 Academic Support and its terms and conditions at any time and from time to time, in Our sole discretion 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 and/or Maintenance Licenses under this Programme and to distribute the Software and any Maintenance Licenses pursuant to this Agreement.

"Documentation" means the documentation accompanying the Software.

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

"EULA" means COREL's end user license agreement as contained within the Software licensed pursuant to this Agreement. Refer to www.corel.com/eula for the current version of the EULA. COREL reserves the right to update the EULA from time to time in its sole discretion and without notice to you.

"Incident" means the resolution of a distinct technical question, problem, or issue with the Software, 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 Software Licenses purchased by You under the Programme and references these Terms and Conditions.

"Maintenance License" means the right to receive the benefits of Corel's maintenance program, CorelSure, in consideration for payment of the applicable fees therefor. The current terms and conditions for, and benefits of, CorelSure are available here: <http://www.corel.com/en/corelsure-maintenance-terms-and-conditions/>

"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 and for which no Upgrade pricing has been made generally available. 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 the applicable EULA.

"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 these Terms and Conditions.

"Software Prices" means the current suggested list prices for Software Licenses published by COREL or its Authorized Reseller, 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 the applicable EULA.

"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).

"Virtualized Environment" means installation of the Software on a hardware partition, blade, or terminal server 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, up to the maximum number of Software Licenses purchased by Your organization. For the avoidance of doubt, You must acquire and dedicate one (1) Software License for each computing device using, running, or accessing the Software from a Virtualized Environment and for each computing device on or from which the Software is installed, run, used, or accessed.