Corel Academic Site License EMEA

The Terms and Conditions of this Site License constitute the entire legal agreement between You and Corel Corporation, including its subsidiaries, affiliates and contractors acting on Our behalf (collectively "Corel", "Us", "We", or "Our") regarding Your use of the Corel, or one of its subsidiaries' Software. Corel includes WinZip Computing S.L. that is owned separately by Corel. Unless You have another written agreement with Corel regarding this Software, then Your use of this Software is governed by these Terms and Condition as well as the End User License associated with the particular software product purchased.

Terms and Conditions

1. Statement of Purpose. Corel has created the Corel Academic Site License Programme ("Programme") to provide certain key end user customers with a competitive, flexible way to license Corel software products. This Agreement describes the terms and conditions under which Licensee may participate in the Programme and use Software purchased under the Programme. Eligibility for participation in the Programme is limited to Qualified Institutions. A list of eligible Qualified Institutions may be obtained upon request from Corel. Licensee is eligible to purchase licenses, media and documentation for the Software directly from any Academic Reseller. The use of all licenses, media and documentation purchased under the Programme is subject to the terms and conditions of this Agreement.

2. Definitions. Capitalised terms used herein and not otherwise defined are defined in Schedule "A" annexed hereto.

3. License Purchases. Nothing contained in this Agreement shall be deemed to be considered as an offer to sell a Software license or any other licenses to Licensee. Licensee shall purchase from and pay to Corel the applicable Software Prices or to an Academic Reseller the applicable reseller price for any Software License purchased by Licensee from Corel or an Academic Reseller.

4. License Terms and Conditions

4.1 License Terms and Conditions. These terms and conditions shall apply to any Software License or other license purchased under the terms of this Agreement by Licensee from Corel or an Academic Reseller. Any Software License or other license purchased under the terms of this Agreement is conditional upon Licensee's acceptance of these terms and conditions and Licensee's continuing compliance herewith. Licensee may accept these terms and conditions by executing a Corel Academic Site License Agreement referencing these Terms and Conditions, by written acknowledgment or by acceptance of, or payment for, any of Corel's products or services or in any other fashion, including the acceptance of the delivery of Software. In any event, Licensee shall be deemed to have accepted these terms and conditions unless they are expressly rejected in writing within ten (10) days of Licensee's receipt of the License Certificate. The agreement between Corel and Licensee 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. Licensee hereby agrees that Corel's failure to specifically object to any such provision submitted by Licensee 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. In the event of a conflict between the EULA associated with the Software and these terms and conditions, these terms and conditions shall prevail.

4.2 Modifications. Corel expressly reserves the right to modify the Software Prices from time to time, and each payment Licensee makes 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.

5. License Grant

Software License. Subject to these terms and conditions and the EULA and Licensee's continuing compliance herewith, Corel hereby grants Licensee the following non-exclusive and non-transferable right to:

i) install the Software purchased by Licensee as evidenced by the License Certificate;
ii) Use the Software purchased by Licensee as evidenced by the License Certificate provided that Use is limited only to Authorised Users;
iii) Home Use for each copy of Software for teachers and faculty staff of the Qualified Institution provided that Use is limited only to Authorised Users, except that Home Use is prohibited in China, India, Vietnam and Indonesia. Software used at home by teachers and faculty staff must be used exclusively for teaching purposes related to the teachers' employment with the school (such as lesson planning, classroom preparation, and so on) or for purposes related to or for the benefit of the Qualified Institution;
iv) create one back-up copy of the Software in support of each Authorised User of the Software Multiplication Use; and Multilingual Use licensed under this Agreement; and
v) distribute one (1) copy of the Documentation to each Authorised User.

6. Ownership. Save and except for the limited Software License granted to Licensee, no title to, or ownership of, or any other proprietary rights in the Software are transferred to Licensee.

7. Upgrades & Support

7.1 Upgrades. During the Term of this Agreement and subject to these terms and conditions and Licensee's continuing compliance herewith, Licensee shall be entitled to: (i) receive all Upgrades for the Software from Corel; and (ii) install copies of any such Upgrades to replace copies of prior releases of the Software.

7.2 Limitation. Upgrades may require Licensee and its Authorised Users to agree to additional or alternative terms and conditions other than as set out in this Agreement. Licensee agrees to distribute any such Upgrade, including any additional or alternative terms and conditions, to its Authorised Users. If Licensee does not agree to the terms and conditions of any Upgrade license, Corel may, upon five (5) business days' notice, terminate this Agreement. In the event Corel does not provide additional license terms for the relevant Upgrade, the license terms applicable to the Software shall apply to such Upgrade.

7.3 Academic Support. Licensee is entitled to receive telephone, and email support for one designated customer representative per Site License free-of-charge. Corel may, in its sole discretion and as agreed to by the Licensee in writing, provide telephone and/or email support for additional designated customer representatives; there may be a supplementary charge for this support. Additional persons may be designated to receive electronic support (i.e., Knowledge base and other online tools). Corel will address technical support requests on a 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. Corel reserves the right to change the terms and conditions of its support offering without notice.

8. Updates

8.1 Updates. Corel, in its sole discretion, may develop and deliver at no charge to Licensee one or more bug fixes, upgrades, enhancements, replacement versions or other updates to the Software (collectively, "Updates"). Such Updates may require Licensee and its Authorised Users to agree to additional or alternative terms and conditions other than as set out in this Agreement. Licensee agrees to distribute any such Updates, including any additional or alternative terms and conditions, to its Authorised Users. If Licensee does not agree to the terms and conditions of any Update license, Corel may, upon five (5) business days' notice, terminate this Agreement. In the event Corel does not provide additional license terms for the relevant Update, the license terms applicable the Software shall apply to such Update.

8.2 Mandatory Updates. In the event Corel provides Licensee 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 Corel (such Updates hereinafter referred...
to as “Mandatory Updates”). Licensee agrees to promptly, and in no event later than ten (10) business days after COREL provides such Mandatory Update to Licensee, cease Use of any Software that has not been updated with the Mandatory Update and inform all Authorised Users to do the same. If Licensee fails to comply within the time frame specified in this Section 8.2, COREL may terminate this Agreement immediately upon notice to Licensee.

9. Licensee Obligations, Restrictions and Responsibilities

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

9.2 Restrictions. Except as expressly authorised in this Agreement, Licensee shall not rent, lease, time share, sub-license, distribute, resell, transfer, copy, reproduce, display, or modify the Software, except as set out in Section 5.

9.3 Responsibility. Licensee shall be fully liable for any breach of the terms and conditions of this Agreement and EULA by any Authorised User.

9.4 Audit Rights. Licensee shall maintain adequate records evidencing its Use and licensing of the Software pursuant to this Agreement and for two (2) years following termination or expiration hereof. Upon COREL’s written request, Licensee shall, within seven (7) days of the date of such request, provide COREL with a statement signed by an authorised officer or representative of Licensee evidencing Licensee’s current Use of Software. During the Term of this Agreement, but no more often than once per annual period or more frequently if COREL has reason to believe that Licensee is not in compliance with the licensing or reporting provisions of this Agreement, COREL may, at its own expense and upon not less than forty-eight (48) hours' prior written notice, audit Licensee’s Use of the Software. If the audit shows that Licensee has understated its Use of the Software, Licensee shall immediately purchase, from COREL or an Academic Reseller, sufficient licenses to support the actual Use. If Licensee has understated its Use by more than five percent (5%) or permitted Use by non-Authorised Users, Licensee shall also pay the reasonable expenses of the audit. Within one (1) year of expiration or termination of this Agreement, upon COREL’s written request, Licensee shall, within seven (7) days of the date of such request, provide COREL with a statement signed by an authorised officer or representative of Licensee evidencing Licensee’s removal of all copies of the Software from all computers, including Home Use computers. If COREL has reason to believe that Licensee is not in compliance with the removal of all software, COREL may, at its own expense and upon not less than forty-eight (48) hours' prior written notice, audit Licensee's Use of the Software. If the audit shows that Licensee has failed to remove the Software from all computers, Licensee shall immediately purchase, from COREL or an Academic Reseller, sufficient licenses to support the actual Use and pay for such license retroactive to the date the Software should have been removed. If it is found that the Licensee has not removed all Software, Licensee shall also pay the reasonable expenses of the audit.

9.5 Availability of Updates & Upgrades. Nothing in this Agreement shall be construed to warrant or imply that Upgrades or Updates will be produced for any product or, if so produced, when such Upgrades or Updates will be made commercially available.

9.6 Confidentiality. “Confidential Information” means all information, software, processes and materials relating to COREL, COREL's business activities and COREL's software, in whatever format. Licensee shall treat as confidential all Confidential Information and shall not use such Confidential Information except to exercise its rights or perform its obligations under this Agreement and shall not disclose such Confidential Information to any third party or to any employee of Licensee without a need to know. 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 Term. Subject to Section 10.3, the term of this Agreement shall be as set forth by the parties in the Academic Site License Agreement. The term may be set for either one (1) year or three (3) years commencing on the date on the License Certificate (“Term”).

10.2 Renewal. Subject to Section 10.3, this Agreement may be renewed for subsequent periods of one (1) year or three (3) years each (“Renewal Term”) upon Licensee purchasing additional renewal terms from COREL or an Academic Reseller prior to the end of the Term or Renewal Term. This Agreement may be renewed for subsequent three (3) year periods at the then discounted rate only if such renewal option is exercised within seven (7) calendar days of expiration of the Term.

10.3 Termination. COREL has the right to terminate this Agreement immediately upon notice to Licensee if Licensee is in breach of this Agreement.

10.4 Effect of Termination. Upon termination or expiration of this Agreement, at COREL’s request, Licensee shall promptly, at its own cost and expense, destroy any COREL proprietary information and the Software, in all forms, including, without limitation, all summaries, copies and excerpts and those in the possession or control of its Authorised Users. At COREL’s option, Licensee shall provide written certification of its compliance with this section through its senior management. For greater certainty, failure of COREL to make such request shall not entitle Licensee to make any further use of COREL proprietary information or Software, or otherwise extend Licensee's rights set out herein, after expiration or termination of this Agreement; and Licensee specifically agrees to cease any further use thereof unless COREL and Licensee have signed a written license agreement for such use.

10.5 Buy-Out. Licensee may buy-out the License, provided Licensee had a three (3) year term license, and obtain a perpetual right to use the Software, at its then current version, by providing COREL written notice of intent to buy-out the License at least 30 calendar days prior to the expiration of the Term. In no event, shall the Licensee be allowed to buy-out the License after the expiration of the Term.

11. Limited Warranty/Liability Limitation. THE SOFTWARE IS LICENSED BY COREL TO LICENSEE ON AN “AS IS” BASIS. IF LICENSEE RECEIVES FROM COREL OR AN ACADEMIC RESELLER DEFECTIVE MEDIA OR DOCUMENTATION RELATING TO THE SOFTWARE, LICENSEE MAY RETURN THEM TO COREL 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, WRITTER 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, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH IMPLIED WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT WILL COREL OR ITS LICENSORS BE LIABLE TO LICENSEE 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 OR THE USE OR PERFORMANCE OF COREL, THE SOFTWARE, STORAGE MEDIA, DOCUMENTATION, OR OTHER COREL PROVIDED MATERIAL WHETHER SUCH ACTION IS BASED IN CONTRACT OR IN TORT INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND WHETHER OR NOT COREL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. In no event shall COREL’s total liability exceed the total fees paid by Licensee in respect of Software to COREL or an Academic Reseller during the past calendar quarter.

12. Miscellaneous

12.1 Binding Effect/Assignment. This Agreement is binding upon the parties’ respective representatives, successors and assigns; however, Licensee shall not assign this Agreement without the prior written consent of COREL. COREL shall be entitled to assign this Agreement to any purchaser of COREL's rights to any of the Software.

12.2 Remedies. Nothing in this Agreement is intended to waive or limit any remedy available to COREL at law or in equity, including without limitation any remedy available under International copyright laws.
12.3 Survival. The provisions of Sections 1, 3, 4, 6, 9, 10.4, 11 and 12 shall survive termination or expiration of this Agreement.

12.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, excluding that body of law applicable to choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if applicable. Licensee hereby irrevocably consents and waives all 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.

Schedule "A"

DEFINITIONS

The following definitions shall apply to this Agreement:

“Academic Reseller” means a reseller authorised by Corel to resell and distribute Software.

“Authorised User” means any student, teacher, staff or faculty member of a Qualified Institution who is authorised by Licensee to Use the Software in accordance with this Agreement.

“Documentation” means the documentation accompanying the Software.

“EULA” means Corel's end user license agreement as contained within the Software licensed pursuant to this Agreement.

“License Certificate” means the license certificate delivered by COREL to Licensee evidencing Licensee's Software License.

“Licensee” means the party identified on the License Certificate, provided that such party is a Qualified Institution.

“Home Use” means Use of a second copy of Software on a home computer. Software used at home by teachers and faculty staff must be used exclusively for teaching purposes related to the teachers' employment with the school (such as lesson planning, classroom preparation, and so on) or for purposes related to or for the benefit of the Qualified Institution. 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.

“Multilingual License” means the Use of any or all equivalent supported language versions of the Software in support of a single user on one machine at any one time. Nothing in this Agreement should be construed to warrant or imply that any new language version will be produced for any product or, if so produced, when such version will be made commercially available.

“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 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.

“Qualified Institution” means a public or private accredited organisation located at a single address whose primary purpose is to provide educational instruction, including services which are rendered in conjunction with such purpose and which is designated by COREL as a Qualified Institution. The institution must be a preschool, primary school, secondary school, vocational school, correspondence school, junior college, college, higher education college, polytechnic, university or scientific or technical institute accredited by associations recognised by their relevant ministry or department of education. Qualified Institution includes institutions which are either supervisory or organisations of any entity meeting the qualifications set out above, such as, departments of education, boards of education, local education authorities, ministries of education, and school district administrative officials, or hospitals which are wholly owned or affiliated to an educational institution. If a question arises as to whether Licensee is a Qualified Institution, COREL's determination shall prevail.

“Site License” means a license that grants the purchaser permission to use the software on a network on a single site, with an unlimited number of end users. This license allows the Licensee to copy and use the software on multiple computers at one Qualified Institution. Notwithstanding the forgoing, Licensee understands that such Site License shall be set at a specified level based upon the number of full time equivalent staff.

“Software” means, collectively, the software set out on the License Certificate and any Upgrades and Updates licensed by Licensee under this Agreement.

“Software License” means a revocable, non-exclusive, non-transferable, limited license to use the Software.

“Software Prices” means the current suggested list prices for Software licenses published by COREL as amended from time to time.

“Term” has the meaning set out in Section 10.1.

“Update(s)” has the meaning set as out in Section 8.1.

“Upgrade” means a revision of Software released by COREL during the Term 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).

“Use” or “In Use” means: (a) for a single-user computer not attached to a network at the time of use, any portion of the Software that is installed in the hard drive of such computer; for single-user computers attached to a network server at the time of use, the number of computers, including any input devices, on which the Software or any portion thereof is installed on the hard drive; or for single-user computers attached to a multi-session server by means of a network, the maximum number of sessions executed at any one time; or (b) for a multi-user computer, including any input device, not attached to a network, the maximum number of sessions being executed at any one time or any portion of the Software that is either installed or loaded in memory of virtual memory, whichever is greater; for multi-user computers or workstations attached to a network server use, the maximum number of sessions being executed at any one time or the number of computers on which the Software or any portion thereof is installed, whichever is greater; or for multi-user computers attached to a network by means of a multi-session server, the maximum number of sessions executed at any one time.