



## Legal Notices

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#### COPYRIGHT NOTICE

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#### TRADEMARKS

PARALLELS, PLESK, VIRTUOZZO, AND THE PARALLELS LOGO ARE EITHER TRADEMARKS OR REGISTERED TRADEMARKS OF PARALLELS INTERNATIONAL GMBH OR ITS AFFILIATES IN THE UNITED STATES AND/OR OTHER COUNTRIES. ALL OTHER TRADEMARKS ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS.

#### PATENTS

PARALLELS SOFTWARE PRODUCTS ARE PROTECTED BY ONE OR MORE U.S. PATENT NUMBERS 6,961,868; 7,076,633; 7,209,973; 7,222,132; 7,246,211; 7,293,033; 7,325,017; 7,328,225; 7,418,620; 7,433,872; 7,461,144; 7,461,148; 7,469,323; 7,475,157; 7,502,861; 7,509,369; 7,552,310; 7,574,527; 8,694,637; 7,676,526; 7,831,643; 7,743,275; 7,823,009; 8,166,565; 8,577,940; 7,886,016; 7,971,028; 7,930,382; 8,171,385; 7,890,605; 7,941,552; 8,078,717; 8,082,539; 8,181,156; 7,421,497; 8,046,458; 8,010,495; 8,386,428; 7,613,793; 8,725,963; 8,789,034; 8,763,159; 8,572,370; 7,958,097; 8,069,218; 8,141,096; 7,665,090; 8,015,558; 7,472,384; 7,904,901; 8,356,293; 8,463,871; 8,397,306; 8,612,284; 8,539,137; 8,250,183; 7,584,228; 7,877,411; 7,974,985; 7,941,813; 8,171,504; 8,312,478; 8,539,515; 7,783,665; 7,099,948; 7,426,565; 8,145,740 PATENTS PENDING.

# END-USER LICENSE AGREEMENT

This end-user license agreement (this “agreement”) is a legal contract between you, as either an individual or an entity (as defined below), and parallels international gmbh and its subsidiaries (“parallels”).

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING, OBTAINING A LICENSE KEY, OR OTHERWISE ACCESSING OR USING PARALLELS’ PROPRIETARY SOFTWARE ACCOMPANIED BY THIS AGREEMENT (the “Software”).

THE SOFTWARE IS COPYRIGHTED AND IT IS LICENSED TO YOU UNDER THIS AGREEMENT, NOT SOLD TO YOU. BY DOWNLOADING, INSTALLING, OBTAINING A LICENSE KEY, OR OTHERWISE ACCESSING OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY, ORGANIZATION, EDUCATIONAL INSTITUTION, OR AGENCY, INSTRUMENTALITY OR DEPARTMENT OF A GOVERNMENT (AN “ENTITY”) AS ITS AUTHORIZED LEGAL REPRESENTATIVE, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, AND REFERENCES TO “YOU” HEREIN REFER TO BOTH YOU, THE INDIVIDUAL END USER, AND THE ENTITY ON WHOSE BEHALF YOU ARE ACCEPTING THIS AGREEMENT.

IF AT ANY TIME YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHOULD CLICK THE “I DO NOT ACCEPT” OR SIMILAR BUTTON, TERMINATE THE DOWNLOAD AND/OR INSTALLATION PROCESS, IMMEDIATELY CEASE AND REFRAIN FROM ACCESSING OR USING THE SOFTWARE AND DELETE ANY COPIES YOU MAY HAVE. THIS AGREEMENT, ALONG WITH ANY ADDITIONAL TERMS OR POLICIES INCORPORATED HEREIN BY REFERENCE, REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND PARALLELS CONCERNING THE SOFTWARE, AND THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING YOU MAY HAVE HAD WITH PARALLELS RELATING TO THE SOFTWARE, WHETHER ORALLY OR IN WRITING.

## 1. License.

### 1.1. Grant of License.

Subject to your full and ongoing compliance with the terms and conditions of this Agreement, including without limitation payment of all applicable license fees, the applicable Parallels entity from which you obtained the Software hereby grants to you, and you accept, a personal, limited, nonexclusive, nontransferable (except as set forth in Section 1.6 below), non-assignable, revocable license to use the Software during the Term in machine-readable, object code form only, and the user manuals accompanying the Software (the “Documentation”), only as authorized in this Agreement. For purposes of this Agreement, the “Software” includes any updates, enhancements, modifications, revisions, or additions to the Software made by Parallels and made available to end-users through Parallels’ web site. Notwithstanding the foregoing, Parallels shall be under no obligation to provide any updates, enhancements, modifications, revisions, or additions to the Software.

### 1.2. Scope of Use.

Your license to use the Software is conditioned on the following license restrictions, and any use of the Software in violation of any of these restrictions, or any of the other terms of this Agreement is a breach of this Agreement and unlicensed. You may use one copy of the Software activated by a license key on a single device owned, leased, or otherwise controlled by you, at a single time (the “Authorized Device”). If you have multiple license keys for the Software, you may install and use as many copies of the Software as

you have license keys, in each case, on an Authorized Device and only as authorized herein. For purposes of this Agreement, “use” of the software means loading the Software into the temporary or permanent memory of an Authorized Device. Installation of the Software on a network server solely for distribution to other computers is not “use” of the Software, and is permitted, provided that you have a valid license key for each Authorized Device on which the Software is installed. The Software may not be used on, distributed to, or installed on a greater number of computers than you have license keys. If you use or distribute the Software to multiple users, you must ensure that the number of Authorized Devices does not exceed the number of license keys you have obtained, or you will be in breach of this Agreement and such use and distribution is unlicensed.

### **1.3. Additional Terms.**

Depending on which Software product you have licensed and the country in which you are located, additional terms and restrictions may apply, as set forth in Exhibit A (the “Additional Terms”), which terms are incorporated by reference herein and made a part of this Agreement.

### **1.4. Evaluation Licenses.**

In the event you obtained a trial or evaluation version of the Software, it will come with a trial activation key that activates the Software for a limited time period (the “Trial Period”). You may use the Software during the Trial Period for internal noncommercial purposes, solely to evaluate the suitability of the Software for your needs. Upon the expiration of the Trial Period you must either purchase an activation key or destroy the Software, Documentation, all backup copies thereof, and all trial activation keys that you have obtained. If you do not purchase an activation key prior to the expiration of the Trial Period, this Agreement, and all your rights and licenses hereunder will terminate at the expiration of the Trial Period.

### **1.5. Copies and Modifications.**

Except and solely to the extent that such a restriction is prohibited under applicable law, you may not reverse engineer, decompile, disassemble, or otherwise translate the Software or any license keys you have obtained. You may not modify or adapt the Software or any license keys that you have obtained in any way. You may make one copy of the Software, the Documentation, and any license keys that you have obtained, solely for backup or archival purposes. Any such copies of the Software, Documentation, or license keys shall include any copyright or other proprietary notices that were included on such materials when you first received them. Except as authorized in this Section, no copies of the Software, Documentation, or license keys, or any portions thereof, may be made by you or any person under your authority or control.

### **1.6. Assignment of Rights.**

You will not sublicense, lease, rent, or lend your rights in the Software, Documentation, or license keys, as granted by this Agreement, without prior written consent of Parallels, except that you may transfer this Agreement in full in connection with the sale of all or substantially all of the assets related to this Agreement, provided that the assignee assumes all of your obligations hereunder, and the licenses granted hereunder will only extend to use of the Software on the Authorized Device on which the Software was installed immediately prior to the assignment. Parallels may assign this Agreement without limitation. Any assignment in violation of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

### **1.7. Parallels Tools.**

You may distribute Parallels tools (a suite of utilities and drivers) to third parties solely when installed in a guest operating system inside a Parallels virtual machine to enhance its performance and functionality when running in a virtual machine, provided that you will be fully responsible for such third party’s compliance with the terms and conditions of this Agreement. Any breach of this Agreement by any such third party shall be deemed to be a breach of this Agreement by you.

## **1.8 Support and Maintenance Services; Updates.**

Parallels will not provide any support or maintenance services under this Agreement. You acknowledge that Parallels has no express or implied obligation to announce or make available any updates, enhancements, modifications, revisions, or additions to the Software and that this Agreement does not give you any rights in or to any of the foregoing. Parallels may offer support and/or maintenance services separately. If you have purchased Parallels support and/or maintenance services with the Software, these services are provided to you under the terms and conditions accompanying the applicable service. Any supplemental software code or related materials that Parallels provides to you as part of any support and/or maintenance services are considered part of the Software and are subject to the terms and conditions of this Agreement.

# **2. Intellectual Property and Confidentiality.**

## **2.1. Use Reporting, License Violations and Remedies.**

Parallels reserves the right, and you authorize Parallels, to gather data on key usage including license key numbers, Authorized Device IP addresses or other applicable device identifier (including MAC address or UDID), domain counts and other information deemed relevant, to ensure that our products are being used in accordance with the terms of this Agreement. Parallels reserves the right to remedy violations of any of the terms of this Agreement immediately upon discovery, by charging the then current list price of unauthorized keys to the payment instrument used to make the original, authorized purchase, or by any other means necessary, including remotely disabling the Software. You agree not to block, electronically or otherwise, the transmission of data required for compliance with this Agreement. Any blocking of data required for compliance under this Agreement is considered to be violation of this Agreement and will result in immediate termination of this Agreement pursuant to Section 4.

## **2.2. License Automatic Update and Expiration.**

Your license may include an expiration date that can result in the termination of the license. For permanent (non-lease) license keys, the license updates automatically except if Parallels determines that a license is used in violation of the terms of this Agreement. If your license key is stolen, or if you suspect any improper or illegal usage of your license outside of your control you should promptly notify Parallels of such occurrence. A replacement license will be issued to you and the suspect license will be allowed to expire. For lease licenses, your monthly payment for each month must be processed prior to the expiration date in order for the license updates to be performed. For your convenience Parallels may, but has no obligation to, provide license expiration warnings in the product interface. It is your responsibility to contact Parallels regarding any potential expiration that you deem inappropriate. Parallels shall not be liable for any damages or costs incurred in connection with the expired licenses.

## **2.3. Proprietary Rights to Software and Trademarks.**

You acknowledge that the Software and the Documentation are proprietary to Parallels, and the Software and Documentation are protected under United States copyright and other intellectual property laws and international treaties. You further acknowledge and agree that, as between you and Parallels, Parallels and its third party licensors own and shall continue to own all right, title, and interest in and to the Software and Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. Except for the limited, revocable license expressly granted to you herein, this Agreement does not grant you any ownership or other right or interest in or to the Software or the Documentation or any other intellectual property rights of Parallels, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that Parallels uses in connection with the Software or with services rendered by any of Parallels are marks owned by Parallels. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

## 2.4. Confidentiality.

You shall permit only authorized users, who possess rightfully obtained license keys, to use the Software or to view the Documentation. Except as expressly authorized by this Agreement, you shall not make available the Software, Documentation, or any license key to any third party, or use the Software, Documentation, or any license key for any purpose other than exercising rights expressly granted to you hereunder. You agree to cooperate with and assist Parallels in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.

## 2.5. Consent to Use Data.

You agree that Parallels may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals— that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Software. Parallels may use this information, as long as it is in a form that does not personally identify you, to operate, provide, improve, and develop our products, services and technologies, to prevent or investigate fraudulent or inappropriate use of our products, services, and technologies, for research and development, and for the other purposes described in this Agreement or to you as part of our products and services.

## 2.6. Audit Rights.

During the term of this Agreement and for two (2) years after termination or expiration of this Agreement, Parallels may audit, upon written notice to you, your books, records, and computing devices to determine your compliance with this Agreement and your payment of the applicable license fees, if any, for the Software. In the event that any such audit reveals an underpayment by you of more than five percent (5%) of the license fees due to Parallels in the period being audited, or that you have breached any term of this Agreement, then, in addition to any other rights and remedies Parallels may have, you will promptly pay to Parallels any underpayments plus the cost of the audit.

## 3. License Fees.

The Software will be available to you for use upon your receipt of one or more license keys. Upon acceptance of this Agreement, you may obtain one or more license keys by paying the requisite license fees, using the procedure set forth on Parallels web site. License fees for term-based licenses are due prior to the commencement of the applicable term, and may be re-billed to the payment instrument you used for your initial purchase upon the commencement of any renewal term. The license fees paid by you are paid in consideration of the license granted under this Agreement. License sales are final and Parallels does not refund license fees under any circumstances. By accepting this Agreement you fully understand that once license fee payment is made to Parallels you will have no recourse for receiving a refund of any part of the fees.

## 4. Term and Termination.

This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, installing, accessing, and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until expiration or termination as provided herein (the “Term”). Term-based licenses terminate upon the expiration of the prepaid term, unless you have paid all applicable fees to extend the term. Without prejudice to any other rights, this Agreement will terminate automatically without notice to you if you breach or fail to comply with any of the limitations or other requirements described herein, including the payment of any applicable fees, and you agree that in any such case Parallels may, in addition to any other remedies it may have at law or in equity, remotely disable the Software. You may terminate this License Agreement at any time by providing written notice of your decision to terminate the Agreement to Parallels and ceasing use of the Software and Documentation. Upon any termination or expiration of the Agreement

for any reason, you agree to uninstall the Software and either return to Parallels the Software, Documentation, all copies thereof, and all license keys that you have obtained, or to destroy all such materials and provide written verification of such destruction to Parallels.

## 5. Indemnification

You will, at your own expense, indemnify and hold Parallels, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising out of any use of the Package (as defined below) by you, any party related to you, or any party acting upon your authorization in a manner that is not expressly authorized by this Agreement.

## 6. Third Party Software.

The Software is distributed to you with various third party software components ("Third Party Software" and together with the Software, the "Package") which are provided under separate license terms (the "Third Party Terms"), as described in more detail in the "Notices.txt" file included in the Documentation. Information regarding Third Party Software included in the Package is also available on our website at [www.parallels.com](http://www.parallels.com). You are permitted to use the Third Party Software in conjunction with the Software, provided that such use is consistent with the terms of this Agreement. You may have broader rights to use the Third Party Software under the applicable Third Party Terms. Nothing in this Agreement is intended to impose further restrictions on your use of the Third Party Software in accordance with any Third Party Terms. The Software may also enable interoperation with certain other third party operating systems and applications. Parallels does not provide you with any such third party licenses and it is solely your responsibility to obtain all necessary software licenses from respective vendors.

## 7. Limited Warranty; Disclaimer; Limitation of Liability.

### 7.1. Limited Warranty.

If you obtained the Software on physical media (such as a CD or DVD), Parallels warrants for a period of 90 days from the date of purchase (referred to as the "Warranty Period") that the media on which the Software is delivered will be free from defects in material and workmanship. Parallels will replace the defective media during the Warranty Period at no additional cost to you.

### 7.2. Warranty Disclaimer.

EXCEPT FOR THE SOLE LIMITED WARRANTY EXPRESSLY GRANTED TO YOU IN SECTION 7.1, THE PACKAGE AND DOCUMENTATION ARE LICENSED "AS IS," AND PARALLELS DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE FULLEST EXTENT AUTHORIZED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PARALLELS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND FOR THE THIRD PARTY SOFTWARE, AND DOES NOT WARRANT THAT THE PACKAGE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE PACKAGE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, THAT DEFECTS OR ERRORS IN THE PACKAGE WILL BE CORRECTED OR THAT THE PACKAGE WILL BE COMPATIBLE WITH FUTURE PARALLELS' PRODUCTS, OR THAT ANY INFORMATION STORED OR TRANSMITTED THROUGH THE PACKAGE WILL NOT BE LOST, CORRUPTED OR DESTROYED. YOU ASSUME RESPONSIBILITY FOR SELECTING THE PACKAGE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM YOUR USE OF THE PACKAGE. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE PACKAGE.

### **7.3. Limitation of Liability.**

IN NO EVENT SHALL PARALLELS BE LIABLE TO YOU OR ANY PARTY RELATED TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA OR OTHER SUCH PECUNIARY LOSS), WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF PARALLELS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PARALLELS' TOTAL AGGREGATE AND CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS OF ANY KIND ARISING HEREUNDER EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY PAID BY YOU FOR THE SOFTWARE GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### **7.4. Certain Limitations.**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATION OR EXCLUSION OF CERTAIN TYPES OF WARRANTIES, DAMAGES, OR LIABILITIES, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU, BUT IN SUCH A CASE THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 7 SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

## **8. General Terms**

### **8.1. Feedback.**

If you provide any ideas, feedback, suggestions, materials, information, opinions, or other input to Parallels ("Feedback"), regardless of any accompanying communication, Parallels has no obligation to review, consider, or implement your Feedback, all such submissions are made on a non-confidential basis, Parallels and its successors and assigns have an unconditional and unlimited right to use, reproduce, modify, and disclose such Feedback without any compensation or attribution, and you waive and agree not to assert any so-called "moral rights" you may have in the Feedback.

### **8.2. Governing Law and Choice of Forum.**

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington, without regard to the conflicts of law rules thereof. 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. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts. 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.

### **8.3. Severability.**

If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. To the extent possible the provision will be interpreted and enforced to the greatest extent legally permissible in order to effectuate the original intent, and if no such interpretation or enforcement is legally permissible, shall be deemed severed from the Agreement.

## 8.4. Survival.

Articles 2, 5, 7, and 8 of this Agreement and all Sections thereof, shall survive the termination or expiration of this Agreement, regardless of the cause for termination or expiration, and shall remain valid and binding indefinitely.

## 8.5. Headings.

The Article and Section headings contained in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

## 8.6. No Waiver.

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

## 8.7. Amendment.

Parallels reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement on [www.parallels.com](http://www.parallels.com), provided that disputes arising hereunder will be resolved in accordance with the terms of the Agreement in effect at the time the dispute arose. We encourage you to review the published Agreement from time to time to make yourself aware of changes. Material changes to these terms will be effective upon the earlier of (i) your first use of the Software with actual knowledge of such change, or (ii) 30 days from publishing the amended Agreement on [www.parallels.com](http://www.parallels.com). If there is a conflict between this Agreement and the most current version of this Agreement, posted at [www.parallels.com](http://www.parallels.com), the most current version will prevail. Your use of the Software after the amended Agreement becomes effective constitutes your acceptance of the amended Agreement. If you do not accept amendments made to this Agreement, then it is your responsibility to terminate this Agreement pursuant to Section 4.

## 8.8. Taxes.

You shall, in addition to the license fees required under this Agreement, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, excluding income taxes on the net profits of Parallels. You shall reimburse Parallels for the amount of any such taxes or duties paid or incurred directly by Parallels as a result of this transaction, and you agree that Parallels may charge any such reimbursable taxes to the payment instrument you used for your initial payment.

## 8.9. Export Controls.

You may not use, export, re-export, import, sell or transfer the Software except as authorized by United States (U.S.) law, the laws of the jurisdiction in which you obtained the Software, 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 Parallels 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.



## **8.10. United States Government Use Rights.**

The Software as defined herein and any related technical data, including manuals and Documentation, are commercial as defined in the Federal Acquisition Regulation (FAR) at 2.101. If the Software 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 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.

## **8.11. Governing Language.**

Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.

## **8.12. Trademark Notice**

The Parallels logo, Parallels, Coherence, Compressor, Container, HSPComplete, Optimized Computing, Parallels Desktop, Parallels Explorer, Plesk, Transporter, Virtuozzo, and Profit From the Cloud are registered trademarks or trademarks of Parallels International GmbH, in the United States and/or other countries. All other trademarks referenced in the Software or Documentation are the property of their respective owners.

## **8.13 Contact Information.**

You may contact Parallels for more information about the Software, other Odin products and services at Parallels International GmbH, Vordergasse 59, Schaffhausen, Switzerland, or by visiting our website:

<http://www.parallels.com>

# EXHIBIT A

## Additional Terms

### Parallels Access

If you acquired the PARALLELS ACCESS software through the Apple App Store for use on your mobile device such as the iPhone, iPad or iPod Touch, the following terms and conditions supplement the Agreement and therefore also apply to you:

1. You acknowledge that this Agreement is concluded between you and Parallels only, and not any other company (“Third Parties”), and Parallels is solely responsible for the Software. Parallels only provides to you a license to use the Software on your Authorized Device on the terms stated herein. Parallels does not provide you with any third party licenses that may be required to use or run this Software on your Authorized Device and it is solely your responsibility to obtain all necessary software licenses from respective Third Parties including Apple Inc. You agree that you may not use the Software in any way that conflicts with or violates the terms of service or other agreements between you and any Third Party.
2. Notwithstanding anything to the contrary in this Agreement, you may use the Software on any Authorized Device owned, leased, or otherwise controlled by you.
3. For purposes of this Agreement, the Software also includes any updates, enhancements, modifications, revisions, or additions to the Software made by Parallels and made available to end-users through the Apple App Store.
4. You acknowledge that Apple is not responsible for providing any maintenance and support services with respect to the Software.
5. This Agreement shall terminate immediately upon the termination of your underlying Parallels account.
6. You acquired the Software through the Apple App Store and you acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement, and that Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.
7. iPhone, iPad, iPod Touch, Apple Store, App Store and corresponding logos are trademarks of Apple Inc.
8. You acknowledge that you are responsible for protecting your password and your Authorized Device from all unauthorized use and that Parallels will have no liability whatsoever in the event that your Parallels account, your subscription to Parallels Access, your personal data or your Authorized Device is accessed by anyone other than you.
9. You understand and acknowledge that you are solely responsible for creating backup files of all data accessed by or used through Parallels Access and that Parallels is not liable for any damages relating to lost, corrupted or damaged data.

### Parallels Desktop

If you acquired the PARALLELS DESKTOP Software, the following terms and conditions supplement the Agreement and therefore also apply to you:

1. **Licenses Required For Third-Party Software.** The Software enables you to run multiple instances of third-party guest operating

systems and application programs. You are responsible for obtaining and complying with any licenses necessary to operate any such third-party software, including guest operating systems and/or application programs.

**2. Consumer Version – Maximum Usage.** If you purchased a consumer version of the Software, You may only use it on a maximum of 10 consumer licenses computers of the Software within the same company. If you need to use more than 10 consumer licenses within the same company, then you must purchase a business edition license of the Software.

## United States

If you acquired the Software and are located in the United States of America, the following terms and conditions supplement the Agreement and therefore also apply to you:

**1 Thirty Day Money Back Guarantee.** If you are not completely satisfied with the Software for any reason, you may return the Software, together with your receipt, for a refund of the money you paid for the Software (less shipping, handling, and any applicable taxes) at any time during the thirty (30) day period following the date of purchase.

## Australia

IF YOU ARE DOWNLOADING, INSTALLING, OBTAINING A LICENSE KEY OR OTHERWISE ACCESSING OR USING THE SOFTWARE WHILE YOU ARE LOCATED IN AUSTRALIA, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY, AND TO THE EXTENT INCONSISTENT, SUPERSEDE THE APPLICABLE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT:

**1. Limited Warranty.** To claim the Limited Warranty for defective media under clause 7.1, you must deliver the media to Parallels International GmbH (postage prepaid) together with evidence of purchase of the media. The Limited Warranty only applies for the Warranty Period. If the media is found to be defective in material or workmanship, the media will be replaced by Parallels at no additional cost to you, except that any expenses incurred in claiming the Limited Warranty must be borne by you.

The benefits given to you by the Limited Warranty under clause 7.1 are in addition to other rights and remedies under a law in relation to the goods to which the Limited Warranty relates.

Our goods come 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 goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Parallels' details are as follows: Parallels International GmbH, Vordergasse 59, Schaffhausen, Switzerland.

**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 Parallels to you for any loss or claim arising under or in connection with this Agreement that cannot be lawfully excluded under the Australian Consumer Law is limited to:

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

**3. Governing Law.** This Agreement is governed by the laws of the State of Victoria, Australia. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

## Czech Republic

IF YOU ARE DOWNLOADING, INSTALLING, OBTAINING A LICENSE KEY OR OTHERWISE ACCESSING OR USING THE SOFTWARE WHILE YOU ARE LOCATED IN THE CZECH REPUBLIC, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY, AND TO THE EXTENT INCONSISTENT, SUPERSEDE THE APPLICABLE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT:

**1. Audit Rights.** During the term of this Agreement and for two (2) years after termination or expiration of this Agreement, Parallels may audit, upon written notice to you, your books, records, and computing devices to determine your compliance with this Agreement and your payment of the applicable license fees, if any, for the Software. In the event that any such audit reveals an underpayment by you of more than five percent (5%) of the license fees due to Parallels in the period being audited, or that you have breached any term of this Agreement, then, in addition to any other rights and remedies Parallels may have, you will promptly pay to Parallels any underpayments plus the cost of the audit. Information acquired during the control shall not be provided to any third party, used for commercial purposes and must respect the relevant provisions of the Act no. 121/2000 Coll., on the protection of individuals with regard to the processing of personal data. Information acquired during such audit shall be used only for the purposes of findings related to the Agreement, compliance and license fee payments.

**2. License Fees.** The Software will be available to you for use upon your receipt of one or more license keys. Upon acceptance of this Agreement, you may obtain one or more license keys by paying the requisite license fees, using the procedure set forth on Parallels web site. License fees for term-based licenses are due prior to the commencement of the applicable term, and may be re-billed to the payment instrument you used for your initial purchase upon the commencement of any renewal term.

(1) Right of withdrawal regarding software delivered by download or by electronic key

If you are a consumer you have the following statutory right of withdrawal. You may withdraw from the contract in written form (e.g. letter, fax, email) without giving any grounds and within a period of 14 days.

If you have purchased software by download from the Parallels' web pages this provision shall only apply until you started the download. If you have purchased software by an electronic installation key entitling you to download it from third parties, the right of withdrawal shall only be applicable until we send you the key by email. After this point in time, your right of withdrawal expires.

The time limit of 14 days for any assertion of your right of revocation begins at the earliest on the day after the conclusion of the contract and after you have received this instruction in written form but not before we complied with our information obligations under Sec. 53 (4) (6) Czech Civil Code. To comply with the time limit it is sufficient to send the withdrawal notice in due time to Parallels International GmbH, Vordergasse 59, Schaffhausen, Switzerland.

In case of an effective withdrawal the parties shall each return the services received as well as the benefits drawn from utilization (such as the use and enjoyment).

(2) Right of withdrawal regarding box products

If you are a consumer you have the following statutory right of withdrawal. You may withdraw from the contract without giving any grounds by delivering us your withdrawal notice within 14 days from the date of delivery of the goods and sending the goods back to us.

In case you purchased software on data carriers this shall only apply as long as the goods are still sealed; this means as soon as you have opened the sealed packaging (protective cover) your right of withdrawal expires.

The time limit of 14 days for any assertion of your right of withdrawal begins at the earliest on the day after the reception of the goods and after you received this instruction in written form but not before we complied with our information obligations pursuant to Sec. 53 (4) (6) Czech Civil Code. To comply with the time limit it is sufficient to send the goods together with the withdrawal notice in due time. You bear the costs and the risk of the return. Return shall be made to Parallels International GmbH, Vordergasse 59, Schaffhausen, Switzerland.

In case of an effective withdrawal, the parties shall each return the services received as well as the benefits drawn from utilization (such as the use and enjoyment). In case of deterioration of the goods Parallels is entitled to claim compensation for lost value. This shall not apply if the deterioration of the goods is solely caused by an inspection which you could have made in a “classic” retail store. Besides, you can avoid your obligation to pay compensation for lost value (due to the deterioration caused by the regular use of the purchased good) by refraining from using the goods like an owner and by refraining from anything that could impair the value of the goods. Any duty to reimburse payments must be complied with within 30 days. This time limit begins for you upon sending of the goods and for us upon reception.

**3. Governing Law and Choice of Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington, without regard to the conflicts of law rules thereof. 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. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts. 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. This choice of law does not exclude any imperative consumer protection laws applicable in the country where the customer has his/her usual place of residence.

## France

IF YOU ARE DOWNLOADING, INSTALLING, OBTAINING A LICENSE KEY OR OTHERWISE ACCESSING OR USING THE SOFTWARE WHILE YOU ARE LOCATED IN FRANCE, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY, AND TO THE EXTENT INCONSISTENT, SUPERSEDE THE APPLICABLE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT:

**1. Proprietary Rights to Software and Trademarks.** You acknowledge that the Software and the Documentation are proprietary to Parallels, and the Software and Documentation are protected under United States copyright and other intellectual property laws and international treaties. You further acknowledge and agree that, as between you and Parallels, Parallels and its third party licensors own and shall continue to own all right, title, and interest in and to the Software and Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. Except for the limited, revocable license expressly granted to you herein, this Agreement does not grant you any ownership or other right or interest in or to the Software or the Documentation or any other intellectual property rights of Parallels, whether by implication, or otherwise. Any and all trademarks or service marks that Parallels uses in connection with the Software or with services rendered by any of Parallels are marks owned by Parallels. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

**2. Term and Termination.** This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, installing, accessing, and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until expiration or termination as provided herein (the “Term”). Term-based licenses terminate upon the expiration of the prepaid term, unless you have paid all applicable fees to extend the term. Without prejudice to any other rights, this Agreement will terminate automatically without notice to you if you breach or fail to comply with any of the limitations or other requirements described herein, including the payment of any applicable fees, and you agree that in any such case Parallels may, in addition to any other remedies it may have at law, remotely disable the Software. You may terminate this License Agreement at any time by providing written notice of your decision to terminate the Agreement to Parallels and ceasing use of the Software and

Documentation. Upon any termination or expiration of the Agreement for any reason, you agree to uninstall the Software and either return to Parallels the Software, Documentation, all copies thereof, and all license keys that you have obtained, or to destroy all such materials and provide written verification of such destruction to Parallels.

**3. LIMITATION OF LIABILITY.** IN NO EVENT SHALL PARALLELS BE LIABLE TO YOU OR ANY PARTY RELATED TO YOU FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA OR OTHER SUCH PECUNIARY LOSS), WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF PARALLELS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PARALLELS' TOTAL AGGREGATE AND CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS OF ANY KIND ARISING HEREUNDER EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY PAID BY YOU FOR THE SOFTWARE GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**4. Feedback.** If you provide any ideas, feedback, suggestions, materials, information, opinions, or other input to Parallels ("Feedback"), regardless of any accompanying communication, Parallels has no obligation to review, consider, or implement your Feedback, all such submissions are made on a non-confidential basis, Parallels and its successors and assigns have an unconditional and unlimited right to use, reproduce, modify, and disclose such Feedback without any compensation or attribution.

## Germany

IF YOU ARE DOWNLOADING, INSTALLING, OBTAINING A LICENSE KEY OR OTHERWISE ACCESSING OR USING THE SOFTWARE WHILE YOU ARE LOCATED IN GERMANY AND YOU ARE A CONSUMER AS DEFINED IN SECTION 13 OF THE GERMAN CIVIL CODE/BÜRGERLICHES GESETZBUCH ("GERMAN CONSUMER"), THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY, AND TO THE EXTENT INCONSISTENT, SUPERSEDE THE APPLICABLE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT:

**1. Warranty.** Parallels will be liable for material defects and defects in title only to the extent necessary according to German Statutory Law. An additional guarantee is only given by Parallels, if explicitly stated in written form.

**2. Limitation of Liability.** Sections 7.3. and 7.4. of the Agreement shall not apply for contracts with German Consumers. Instead Parallels shall only be liable according to the following:

- (i) Parallels shall be liable for damages exclusively according to this clause 2. Every other liability for damages shall be excluded.
- (ii) The liability of Parallels is unlimited for damages arising out of death, injury to body or health based on a breach conducted by a legal representative or designated agent of Parallels, as well as for damages that arose from the lack of a guaranteed characteristic or in case of fraudulent intent.
- (iii) The liability of Parallels is unlimited for damages caused by Parallels, a legal representative, or designated agent by intent or gross negligence.
- (iv) In case of a slight negligent breach of a contractual core duty Parallels shall, except in the cases pursuant to clause (ii) and (v) herein, only be liable to the amount of the typically foreseeable damage. Contractual core duties abstractly are such duties whose accomplishment enables proper fulfilment of the contract in the first place and whose fulfilment a contractual party regularly may rely on.
- (v) Liability pursuant to the German Product Liability Act ("Produkthaftungsgesetz") remains unaffected.

**3. Governing Law.** This Agreement shall be exclusively governed by German law while excluding the United Nations Convention on Contracts for the International Sale of Goods.

## Italy

IF YOU ARE DOWNLOADING, INSTALLING, OBTAINING A LICENSE KEY OR OTHERWISE ACCESSING OR USING THE SOFTWARE WHILE YOU ARE LOCATED IN ITALY, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY, AND TO THE EXTENT INCONSISTENT, SUPERSEDE THE APPLICABLE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT:

**1. Governing Law and Choice of Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington, without prejudice to the mandatory Italian consumer protection laws in case you are a consumer with your usual place of residence in Italy. 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. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts. 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

## Poland

IF YOU ARE DOWNLOADING, INSTALLING, OBTAINING A LICENSE KEY OR OTHERWISE ACCESSING OR USING THE SOFTWARE WHILE YOU ARE LOCATED IN POLAND, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY, AND TO THE EXTENT INCONSISTENT, SUPERSEDE THE APPLICABLE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT:

**1. Feedback.** If you provide any ideas, feedback, suggestions, materials, information, opinions, or other input to Parallels (“Feedback”), regardless of any accompanying communication, Parallels has no obligation to review, consider, or implement your Feedback, all such submissions are made on a non-confidential basis, Parallels and its successors and assigns have an unconditional and unlimited right to use, reproduce, modify, and disclose such Feedback without any compensation or attribution, and you refrain from exercising and agree not to assert any so-called “moral rights” you may have in the Feedback.

FURTHER, IF YOU ARE DOWNLOADING, INSTALLING, OBTAINING A LICENSE KEY OR OTHERWISE ACCESSING OR USING THE SOFTWARE WHILE YOU ARE LOCATED IN POLAND AND YOU ARE A CONSUMER AS DEFINED IN APPLICABLE POLISH LAW, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY, AND TO THE EXTENT INCONSISTENT, SUPERSEDE THE APPLICABLE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT:

**1. Assignment of Rights.** You will not sublicense, lease, rent, or lend your rights in the Software, Documentation, or license keys, as granted by this Agreement, without prior written consent of Parallels, except that you may transfer this Agreement in full in connection with the sale of all or substantially all of the assets related to this Agreement, provided that the assignee assumes all of your obligations hereunder, and the licenses granted hereunder will only extend to use of the Software on the Authorized Device on which the Software was installed immediately prior to the assignment. Any assignment in violation of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

**2. Term and Termination.** This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, installing, accessing, and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until expiration or termination as provided herein (the “Term”). Term-based licenses terminate upon the expiration of the prepaid term, unless you have paid all applicable fees to extend the term. Without prejudice to any other rights, this Agreement will terminate upon seven (7) days notice to you if you breach or fail to comply with any of the limitations or other requirements

described herein, including the payment of any applicable fees, and you agree that in any such case Parallels may, in addition to any other remedies it may have at law or in equity, remotely disable the Software. You may terminate this License Agreement at any time by providing written notice of your decision to terminate the Agreement to Parallels and ceasing use of the Software and Documentation. Upon any termination or expiration of the Agreement for any reason, you agree to uninstall the Software and either return to Parallels the Software, Documentation, all copies thereof, and all license keys that you have obtained, or to destroy all such materials and provide written verification of such destruction to Parallels.

**3. Right of Revocation.** At any time during the ten (10) day period following the date of purchase of the Software / conclusion of this Agreement, You may, for any reason, return the Software (terminate this Agreement), together with your receipt, for a refund of the money you paid for the Software.

**4. Indemnification.** Does not apply.

**5. Limited Warranty.** The Limited Warranty does not exclude the statutory warranty provided under the Polish Act on particular conditions of consumers' sale.

**6. WARRANTY DISCLAIMER.** The WARRANTY DISCLAIMER does not exclude the statutory warranty provided under the Polish Act on particular conditions of consumers' sale.

**7. Governing Law and Choice of Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the competent courts of Poland. 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.

**8. Amendment.** Parallels reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement on [www.parallels.com](http://www.parallels.com), provided that disputes arising hereunder will be resolved in accordance with the terms of the Agreement in effect at the time the dispute arose. We encourage you to review the published Agreement from time to time to make yourself aware of changes. Material changes to these terms will be effective upon your first use of the Software with actual knowledge of such change. If there is a conflict between this Agreement and the most current version of this Agreement, posted at [www.parallels.com](http://www.parallels.com), the most current version will prevail. Your use of the Software after the amended Agreement becomes effective constitutes your acceptance of the amended Agreement.

**9. Taxes.** Does not apply.

**10. Governing Language.** Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and Polish versions, the Polish version of this Agreement shall govern.

## Russia

IF YOU ARE DOWNLOADING, INSTALLING, OBTAINING A LICENSE KEY OR OTHERWISE ACCESSING OR USING THE SOFTWARE WHILE YOU ARE LOCATED IN RUSSIA, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY, AND TO THE EXTENT INCONSISTENT, SUPERSEDE THE APPLICABLE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT:

This End-User License Agreement (this "Agreement") is a legal contract between You, as either an individual or an Entity (as defined below), and Parallels International GmbH and its subsidiaries, including OOO Parallels, being a patent / trademark / copyright owner ("Parallels").



**1. Grant of License.** Subject to your full and ongoing compliance with the terms and conditions of this Agreement, including without limitation payment of all applicable license fees, Parallels hereby grants to you, and you accept, a personal, limited, nonexclusive, nontransferable (except as set forth in Section 1.6 below), non-assignable, revocable license to use the Software during the Term in machine-readable, object code form only, and the user manuals accompanying the Software (the “Documentation”), only as authorized in this Agreement. For purposes of this Agreement, the “Software” includes any updates, enhancements, modifications, revisions, or additions to the Software made by Parallels and made available to end-users through Parallels’ web site. Notwithstanding the foregoing, Parallels shall be under no obligation to provide any updates, enhancements, modifications, revisions, or additions to the Software.

**2. Consent to Use Data.** You agree that Parallels may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Software. Parallels may use this information, as long as it is in a form that does not personally identify you, to operate, provide, improve, and develop our products, services and technologies, to prevent or investigate fraudulent or inappropriate use of our products, services, and technologies, for research and development, and for the other purposes described in this Agreement or to you as part of our products and services.

Should any personal data as described in the effective applicable law of your jurisdiction be gathered for the purposes as described above, you hereby expressly grant Parallels the right to collect, record, arrange, accumulate, keep, update, extract, use, transfer (including trans-border transfer) access, depersonalize, block, remove your personal data obtained.

**3. LIMITATION OF LIABILITY.** IN NO EVENT SHALL PARALLELS BE LIABLE TO YOU OR ANY PARTY RELATED TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA OR OTHER SUCH PECUNIARY LOSS), WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, OR OTHERWISE, EVEN IF PARALLELS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PARALLELS’ TOTAL AGGREGATE AND CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS OF ANY KIND ARISING HEREUNDER EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY PAID BY YOU FOR THE SOFTWARE GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**4. Governing Law and Choice of Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington, without regard to the conflicts of law rules thereof. 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.

# LICENSING INFORMATION

Parallels uses the following third party software in its products:

- TinyBIOS Pascal Dornier / PC Engines (used as a system BIOS); the COMMON PUBLIC LICENSE
- Plex86/Bochs VGABIOS (used as a video BIOS); the LGPL license
- Libmspack (used for decompression of Microsoft cabinet file format); the LGPL license
- 7-Zip (used to read the contents of OS image files); the LGPL license

## **DISTRIBUTION / RESELLER RESTRICTIONS**

You understand and acknowledge that only authorized distributors, retailers and resellers which are specifically authorized by Parallels may distribute, retail and resell Virtuozzo products. In the event that You are selected by Parallels to become an authorized distributor, retailer or reseller, You agree that You will not distribute, retail or resell Virtuozzo products or Services to any purchaser who You know, or should know, intends to resell Virtuozzo products or Services unless that purchaser is an authorized distributor, retailer or reseller of Virtuozzo products. If You are not certain whether a purchaser is an authorized distributor, retailer or reseller of Virtuozzo products, You agree to not to distribute or sell Virtuozzo products to any such entity unless you have obtained written consent from Parallels in advance of such distribution or sale. In addition, as a distributor, retailer or reseller of Virtuozzo products, You represent and warrant that you will not knowingly distribute or sell (i) any counterfeit, illegal or fraudulent products which purport to be genuine Virtuozzo products; (ii) any Parallels Products which were originally intended for distribution or sale in a geographic territory outside of the territory in which Parallels has granted You rights of distribution, retail or resale; or (iii) Parallels Products which were not originally intended as full commercial versions such as educational, trial, upgrade, OEM versions or versions which were offered under promotional campaigns. Parallels has the right to terminate this Agreement immediately in the event that You breach any of the obligations set forth in this paragraph.

# TERMS OF USE

## 1. ACCEPTANCE OF TERMS

1.1 The services that Parallels Holdings Ltd. and its affiliated companies (“Parallels”) provide to you are subject to these Terms of Use (“Terms”). Please read the Terms carefully before you accept these Terms by: (a) placing an order through parallels.com and/or (b) use the parallels.com website (“Website”) in any other manner. If you do not agree to all of these terms, please do not use this Website. If you are using this Website on behalf of your employer, you represent to Parallels that you are authorized to accept these Terms on your employer’s behalf. If you are using or otherwise participating in Parallels forums, you represent to Parallels that you are at least 18 years of age.

1.2 Parallels provides you access to different resources including the Parallels online store, download area, communications forums (“Forums”), technical support and product information (collectively “Services”). These Terms will govern your use of any new features that augment or enhance the current Services, including the release of new Parallels resources. In addition to the Terms and unless otherwise noted, the Parallels Standard License governs purchases you make through the Website, unless You have currently in effect a separate written purchase or license agreement with Parallels for that product, in which case that separate agreement governs. If there is a conflict between: (a) these Terms, and (b) either the Parallels Standard License or other applicable purchase or license agreement, the latter prevail.

## 2. YOUR OBLIGATIONS

2.1 In consideration of your use of the Services, you agree to be solely responsible for: (a) providing true, accurate, current, and complete information about You as prompted by the Service’s registration form (the “Registration Data”), and (b) maintaining and promptly updating the Registration Data to keep it true, accurate, current and complete. You are solely responsible for the security of your password. Parallels is not liable for any unauthorized use of the Website or Services including Forums. You acknowledge and agree that certain Services may provide password-restricted access to customer information such as names and certain terms of your existing contracts to assist you in purchasing, maintaining and supporting your Virtuozzo products. By using this Website and registering for the Services, you consent to Parallels’s display of such information via the Services and accept all risks of unauthorized access to such information. If you provide any information that is false, inaccurate, out of date, or incomplete, or Parallels has reasonable grounds to suspect that such information is false, inaccurate, not current, or incomplete, Parallels may suspend or terminate your account and refuse any and all current or future use of, or access to, the Services (or any portion thereof).

2.2 These Terms also serve as the basis for your access, visits and participation in the Forums, which are comprised of a collection of technical support platforms related to Parallels software products. Parallels reserves the right to modify, suspend or terminate the Forums and/or these Terms from time to time at its sole discretion and without notice. The Forums are provided on an AS IS and AS AVAILABLE basis. Parallels will not be liable to you or any third-party for any claims or actions arising or resulting from your use, visit, or participation in the Forums and for any modification, suspension, or termination of the Forums, or termination of your access to the Forums.

## 3. CONFIDENTIALITY OF PARALLELS INFORMATION

In order to gain access to the Services, You agree to these confidentiality provisions:

3.1 You acknowledge that you may obtain direct access via the Website to certain Parallels confidential information (“Information”). You must hold Information in strict confidence and may provide Information to employees in your organization only on a need-to-know basis. You may use the Information from the Website solely for the purpose of purchasing, maintaining and supporting Your Virtuozzo products. Title to Information remains with Parallels and its suppliers. You agree, either as an individual or on behalf

of your employer, to be bound by the provisions of this Section 3. Furthermore, if you are acting on behalf of Your employer, Your employer agrees to indemnify You for violations of this Section 3.

3.2 You do not acquire any rights in Information, except the limited right to use Information as described above.

3.3 Any breach of the Terms will result in irreparable harm to Parallels for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Parallels will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Parallels seeks such an injunction.

3.4 Your obligations regarding Information expire five (5) years after the date of disclosure. Upon termination of the Terms or Parallels's written request, you must cease use of Information and return or destroy all Information.

3.5 The Terms impose no obligation upon you with respect to Information that you can establish by legally sufficient evidence: (a) you possessed, or knew, prior to your receipt from Parallels, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms; (c) you obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential; (d) you independently developed without the use of Information and without the participation of individuals who have had access to Information, or (e) in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under these Terms and as disclosed after prior notice to Parallels adequate to afford Parallels the opportunity to object to the disclosure.

## 4. YOUR CONDUCT

4.1 You understand that all information, data, text, messages, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Parallels, are entirely responsible for all Content that you upload, post or otherwise transmit via the Services ("User Content"). Parallels does not control the User Content posted via the Services and, as such, does not guarantee the accuracy, integrity or quality of such User Content.

4.2 By submitting the User Content to Parallels for inclusion on the website, you grant Parallels and all other users of parallels.com a worldwide, royalty-free, and nonexclusive license to reproduce, modify, distribute, transmit, display, perform, adapt, and publish the User Content (including in digital form).

4.3 Unless otherwise explicitly stated, herein, any User Content provided by you in connection with this Website shall be deemed to be provided on a non proprietary and non confidential basis. Parallels shall have no obligation of any kind with respect to such User Content and shall be free to use or disseminate such User Content on an unrestricted basis for any purpose. You acknowledge that you are responsible for the User Content that you submit, and you, not Parallels, have full responsibility for the User Content, including their legality, reliability, appropriateness, originality and copyright including email messages, newsgroup postings, chat, and personal or business web pages.

4.4 You agree not to post or store on parallels.com any User Content that violates or infringes anyone's intellectual property rights (including copyrights, trademarks, trade secrets, patents, publicity rights or (to the extent protectable) confidential ideas) or that is obscene, obscene as to minors, child pornography, defamatory, racist, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable.

4.5 Parallels reserves the right to edit or remove User Content that we become aware of and determine to be harmful, offensive or otherwise in violation of these Terms. Parallels may also remove User Content that contains third-party commercial advertisements,

is inaccurate or includes unauthorized disclosure or personal information. Violation of these restrictions (“Restrictions”) may also result in the termination or suspension of your account. These Restrictions apply to all User Content provided to or through the Services.

4.6 You agree not to use the Services in any way for spamming or to transmit chain letters, junk email or bulk communications. In the event of such spamming, Parallels is entitled to obtain injunctive relief against any such transmission (in addition to all other remedies available at law or in equity). Parallels reserves the right to block, filter or delete unsolicited email. Furthermore, you agree not to transmit unsolicited or bulk communications to any Parallels account holder or to any parallels.com email address (regardless of whether you use the Services to transmit any such communication).

4.7 You agree not to use any Parallels domain name as a pseudonymous return email address for any communications that you transmit from another location or through another service; and you may not pretend to be someone else or spoof their identity when using the Services.

4.8 You agree not to use the Services for any unlawful activities not otherwise covered above. Additionally, you agree NOT to use the Services to:

- (a) impersonate any person or entity, including, but not limited to, a Parallels official, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- (b) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services or develop hidden pages or images (those not linked to parallels.com from another accessible page);
- (c) upload, post or otherwise transmit any Content that you do not have a right to transmit to the public under any law or under contractual or fiduciary relationships (such as inside information, proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (d) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
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UPDATED DECEMBER 2014

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Parallels gathers information in most of our interactions with prospects and customers, whether directly or indirectly. Some of the information we collect is personally identifiable – that is, we can use it to identify, locate or contact you as an individual. Much of the information we collect is not personally identifiable.

## Information You Provide

We collect and store your information when you register products, create an online profile, make an inquiry or contact us for support, as well as other contacts. You can withhold information, though this might make it difficult for us to provide certain services that depend on that information. Examples of your information we collect include:

- Contacts such as names, postal and email addresses, phone numbers;
- Payment data such as payment cards and bank accounts;
- Billing, shipping and other purchasing and shipping information;
- Records of transactions, including purchases, inquiries and service requests;
- Authentication data such as user name and password to verify access.
- Information Collected Automatically

We may collect and store information about how you use our website(s) and applications, including your use of a desktop feature that takes you online. For visitors to our website(s) we collect IP address, browser type and other information such as search terms. For callers to our support service center, for example, we may collect the phone number used to facilitate communicating with you.

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## Minimizing Personal Information Collection

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We share your information with our business divisions and affiliated companies for purposes described in this notice and only for legitimate business purposes.

We will share your information when you specifically permit that sharing. And we will share your information when, in good faith, we believe it is necessary to prevent or respond to fraud, defend our interests or protect our customers, employees or the public. We may disclose personal information if we are required to by law or legal process or in response to requests by government agencies or as required for national security.

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## Information Inquiries

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[privacy@parallels.com](mailto:privacy@parallels.com)