

END USER LICENSE AGREEMENT

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT (THE “AGREEMENT”) CAREFULLY BEFORE USING THE ACCOMPANYING SOFTWARE PACKAGE, THE CRICUT DESIGN SPACE™ SOFTWARE (THE “SOFTWARE”). BY CLICKING ON THE “I AGREE” BUTTON YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK THE “CANCEL” BUTTON TO AVOID LOGGING INTO CRICUT DESIGN SPACE™.

The Software is licensed, not sold, to You for use only under the terms of this license. Provo Craft & Novelty, Inc. (“Provo Craft”) reserves all rights not expressly granted to You.

a. **Scope of License:** Provo Craft grants you a non-exclusive right and license to use the Software and the related documentation (the “Documentation”) as set forth in this Agreement. You may design with the Software from any computer; however, You may only cut from two computers. You may not share your login information with others. This license granted to You for the Software by Provo Craft is limited to a non-transferable license to use the Software on any computer or Provo Craft Machine or Design Tool that You own or control and You may not distribute or make the Software available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Software. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Software). Any attempt to do so is a violation of the rights of Provo Craft and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by Provo Craft that replace and/or supplement the original Product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

b. **Consent to Use of Data.** You agree that Provo Craft 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. Provo Craft may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

c. **Term and Termination.** This Agreement and license are effective from the time you accept the terms of this Agreement until this Agreement is terminated. You may terminate this Agreement at any time by removing the Software from any computer or other device and destroying all copies of the Software. This Agreement will terminate immediately and without further notice if you fail to comply with any provision of this Agreement. All obligations of confidentiality and restrictions on use, and all other provisions that may reasonably be interpreted to survive termination of this Agreement, will survive termination of this Agreement for any reason. Upon termination, you agree to destroy all copies, full or partial, of the Software.

d. **Provo Craft’s and Third Party’s Services and Materials.** The Software may enable access to Provo Craft’s and third party’s materials, services, and websites (collectively and individually,

“Materials”). You agree to use the Materials at Your sole risk and that Provo Craft shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable. You agree that the Materials may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted uses. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Materials, in any manner inconsistent with Provo Craft’s Angel Policy (found here: <http://www.cricut.com/home/legal/angel-policy>). You further agree not to use the Software in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights, including intellectual property rights, such as trademarks and copyrights, of any other party, and that Provo Craft is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal content, messages or transmissions that You may receive as a result of using any of the Software or Materials.

To the extent You choose to access the Materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Provo Craft, and its licensors, reserve the right to change, suspend, remove, or disable access to the Software or any Materials at any time without notice. In no event will Provo Craft be liable for the removal of or disabling of access to any such Materials. Provo Craft may also impose limits on the use of or access to certain Materials, in any case and without notice or liability.

e. NO WARRANTY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE SOFTWARE ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PROVO CRAFT HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PROVO CRAFT DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROVO CRAFT OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

f. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL PROVO CRAFT BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF PROVO CRAFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Provo Craft's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

g. **Export Control Laws.** You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was legally obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

i. **Governing Law; Venue.** This Agreement shall be interpreted under and governed by the laws of the State of Utah, without regard to its rules governing the conflict of laws. Any dispute arising under or relating to this Agreement shall be submitted to the exclusive jurisdiction of the state and federal courts located in Salt Lake City, Utah, and the parties hereby irrevocably submit to the jurisdiction of such courts and waive all objections to such venue.

j. **Attorneys' Fees.** In the event an action is filed to enforce this Agreement or for breach of this Agreement, the prevailing party shall be entitled to recover all the costs of such action, including reasonable attorneys' fees, whether before, during, or after trial, or on appeal, or in bankruptcy or arbitration proceedings.

k. **Severability.** If any provision of this Agreement is held illegal or unenforceable by a court or tribunal of competent jurisdiction, the remaining provisions of this Agreement shall remain in effect and the invalid provision deemed modified to the least degree necessary to remedy such invalidity.

l. **Assignment.** You may not transfer or assign this Agreement for any reason without the prior written consent of Provo Craft.