



MINDJET DESKTOP AND ON-PREMISE APP PRODUCT TERMS

Dated: December 2012

These Mindjet desktop and on-premise app Product Terms (the “Mindjet License Product Terms”) apply to the Mindjet desktop app and the Mindjet on-premise app and are “Mindjet Product Terms” as defined in the Mindjet User Agreement between You and the applicable Mindjet affiliate (as set forth in the Mindjet User Agreement). These Mindjet License Product Terms, together with the terms of the Mindjet User Agreement and your Ordering Document for one or more Licenses to the Mindjet desktop app and/or Mindjet on-premise app, constitute the Mindjet Product Agreement between You and such Mindjet affiliate with respect to such Licenses. As used herein, “Agreement” means that Mindjet Product Agreement.

The Mindjet desktop app was previously known as MindManager and was offered by Mindjet pursuant to the Mindjet MindManager End User License Agreement. The Mindjet on-premise app was previously known as Mindjet Connect SP and was offered by Mindjet pursuant to the Mindjet Connect SP End User License Agreement. If You acquired a Subscription License to MindManager pursuant to the MindManager End User License Agreement and/or to Mindjet Connect SP pursuant to the Mindjet Connect SP End User License Agreement, this Agreement replaces such MindManager End User License Agreement and/or Mindjet Connect SP End User License Agreement upon any renewal or extension of your current Subscription License term.

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a. **“Alternative License”** means any License to the Mindjet desktop app software other than a Named User License or a Training or Educational Device License including, but not limited to, an unrestricted site License, a site License with a maximum User cap, or a per device License as set forth in an Ordering Document.

b. **“Desktop License Model”** means a Named User License, a Training or Educational Device License or an Alternative License.

c. **“Editor License”** means the right for one (1) User of the Mindjet on-premise app software to exercise Editor Privileges within such software.



d. ***“Editor Privileges”*** means the right to edit, create and store maps within the Mindjet on-premise app software.

e. ***“Editor User”*** means a User that exercises Editor Privileges within the Mindjet on-premise app software.

f. ***“Initial License Term”*** means the period commencing on the day the License is accessed or activated after delivery by Mindjet to the Account Owner of the access/activation code for the License or, if no access/activation code is provided, upon delivery by Mindjet to the Account Owner of the Licensed Software and continuing until expiration of the license term set forth in the applicable Ordering Document, subject to earlier termination as provided in this Agreement. If no license term is set forth in the applicable Ordering Document, the license is perpetual.

g. ***“License Term”*** means the Initial License Term and, in the case of Subscription Licenses, any Renewal License Term.

h. ***“Licensed Software”*** means the Mindjet desktop app software and/or Mindjet on-premise app software for which the Owner purchased one or more Licenses pursuant to the applicable Ordering Document.

i. ***“Mindjet MSA Product Terms”*** means the Mindjet Product Terms for Mindjet Software Assurance and Support services set forth at http://www.mindjet.com/legal/msa_products_terms.

j. ***“MSA”*** means Mindjet Software Assurance and Support services available for purchase for a Perpetual License or included as part of a Subscription License as described in the Mindjet MSA Product Terms.

k. ***“Named User License”*** means a License to the Mindjet desktop app software on a named User basis, which permits, for each License purchased, the installation and use of the Licensed Software by one (1) User on an unlimited number of computers (including operating instances and servers) for such User’s sole use.

l. ***“Read Only User”*** means a User that views maps within the Mindjet on-premise app software, but that does not exercise Editor Privileges.

m. ***“Renewal License Term”*** means any annual renewal term for a Subscription License pursuant to Section 3.d of these Mindjet License Product Terms., subject to earlier termination as provided in this Agreement.

n. ***“Region”*** means (i) Europe, Middle East or Africa, excluding the United Kingdom and France; (ii) France; (iii) United Kingdom; (iv) Asia Pacific, excluding Japan; (v) Japan; (vi) Australia or New Zealand; and (vii) the Americas.



- o. **“Server”** means a physical hardware system capable of running server software.
- p. **“SharePoint Server Farm”** means multiple computers that share processing power or operate in a networked configuration as a single logical application service physically located within the Region in which the Owner of a License to the Mindjet on-premise app software purchased such License to provide the Microsoft SharePoint application to its Users.
- q. **“Supported Environments”** means for Licensed Software the environments supported for such Licensed Software as set forth at <http://mindjet.com/support/product-resources/system-reqs>.
- r. **“Training or Educational Device License”** means a per device License for use in conference rooms, training centers or other educational institutions for training or internal business purposes.
- s. **“Viewer Status”** is status of the Mindjet desktop app that permits only use of the “Viewer” feature of the Mindjet desktop app. The “Viewer” feature permits creation of a file with your User Content that will no longer permit You edit such User Content, but which will permit You to continue to open, view, and print such User Content.

Other capitalized terms used but not defined in these Mindjet License Product Terms have the meaning assigned to such terms in the Mindjet User Agreement if defined therein.

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