



MINDJET FOR BUSINESS/INDIVIDUAL SUBSCRIPTION AGREEMENT

‘Mindjet for Business’ and *‘Mindjet for Individuals’* are user-based subscriptions that include multiple Mindjet Products (defined in the Mindjet User Agreement) each of which has its own Mindjet Product Terms (defined in the Mindjet User Agreement). When You acquire, download, install, access or use *‘Mindjet for Business’* or *‘Mindjet for Individuals’*, You are entering into separate agreements with respect to each of the included Mindjet Products that consist of the Mindjet Product Terms for all Mindjet Products included in *‘Mindjet for Business’* and *‘Mindjet for Individuals’*, the applicable Ordering Document (as defined below), if any, and the terms of this Mindjet User Agreement (each such separate agreement a “Mindjet Product Agreement”). Below is the Mindjet Product Agreement for *‘Mindjet for Business’* and *‘Mindjet for Individuals’*.



MINDJET USER AGREEMENT

Dated: December 2012

This Mindjet User Agreement is entered into between You (as defined below) and the Mindjet Affiliate (as defined below) applicable to You and contains terms of the relationship between You and such Mindjet Affiliate. This Mindjet User Agreement incorporates the Mindjet Privacy Policy (as defined below) and any other applicable Mindjet Policies (as defined below).

When You acquire, download, install, access or use any Mindjet Product (as defined below), You are entering into a separate agreement between You and the applicable Mindjet Affiliate with respect to such Mindjet Product that includes the Mindjet Product Terms (as defined below), the applicable Ordering Document (as defined below), if any, and the terms of this Mindjet User Agreement (each such separate agreement a “Mindjet Product Agreement”). When multiple Mindjet Products are acquired as part of a product offering, your Mindjet Product Agreement for such Mindjet Products consists of the Mindjet Product Terms for all Mindjet Products acquired, the applicable Ordering Document (as defined below), if any, and the terms of this Mindjet User Agreement.

This “Agreement” as used herein means, with respect to this Mindjet User Agreement, this Mindjet User Agreement and, with respect to a Mindjet Product Agreement, such Mindjet Product Agreement. “You” means the natural person or entity that has agreed to be bound by this Agreement, regardless of whether You are the Owner (as defined below) that acquired the applicable Mindjet Product or a User (as defined below) of the applicable Mindjet Product (including without limitation if You are a guest User with only limited access to the features and functionality of the applicable Mindjet Product). If a particular term of this Agreement applies only to Owners or to certain sub-sets of Users, this Agreement will so specify.

The Mindjet Affiliate that is applicable to You depends on where You maintain your primary residence:

Europe (excluding the UK, Ireland, and France), the Middle East or Africa:	Mindjet GmbH
UK or Ireland:	Mindjet (UK) Ltd.
Japan:	Mindjet Co. Ltd. (KK)
France:	Mindjet SARL
Australia, New Zealand:	Mindjet Pty. Ltd.
Anywhere else, including the United States:	Mindjet LLC

BY CLICKING ON THE “ACCEPT” BUTTON OR SIMILAR BUTTONS OR LINKS AS MAY BE DESIGNATED BY MINDJET, BY REGISTERING FOR A MINDJET ACCOUNT , OBTAINING A MINDJET ID OR BY DOWNLOADING, INSTALLING, ACCESSING OR OTHERWISE USING ANY MINDJET PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT REGISTER FOR A MINDJET ACCOUNT, OBTAIN A MINDJET ID OR DOWNLOAD, INSTALL, ACCESS OR USE ANY MINDJET PRODUCT. IF YOU ARE THE OWNER OF THE MINDJET PRODUCT, YOU ARE LIABLE FOR



COMPLIANCE WITH THE APPLICABLE MINDJET PRODUCT AGREEMENT BY USERS OF THE MINDJET PRODUCT.

Mindjet reserves the right to modify, add to, change, or remove any part of this Agreement at any time, with notice to You. Mindjet will notify You by posting notice of the changes on Mindjet's website, and/or by notifying You by email at the email address provided by You during the registration process and You consent to Mindjet sending such notifications of modifications of this Agreement by posting notice on Mindjet's website or delivery to your email address. In case of any material change to this Agreement, Mindjet will place a link on the login page for your Mindjet account entitled "Terms of Service Updated XX/XXXX" for no less than thirty (30) days. Except as outlined above, all changes to this Agreement will be effective when posted (or after a notice is sent to your email address), and your continued use of the Mindjet Products after the sending of such notice will constitute your acceptance of, and your agreement to be bound by, those changes. If You do not agree to (or cannot comply with) this Agreement as amended, your sole remedy is to stop using the Mindjet Products (or the applicable Mindjet Products in the case of an amendment to a Mindjet Product Agreement). Notwithstanding the foregoing, Mindjet may not modify, add to, change, or remove any part of this Agreement with respect to any products provided or services performed prior to the date of such modification, additional, change or removal (including without limitation the terms of any Perpetual License purchased prior to the date of such modification, addition, change or removal).

1. DEFINITIONS.

a. **"Affiliate"** means, with respect to a party, a legal entity that directly or indirectly controls, is controlled by, or is under common control with, such party, where "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interest then outstanding of the relevant entity (but only as long as such person or entity meets these requirements).

b. **"Content"** means any data, information, material or other content, including, maps, contacts, files, to which You have access as part of, or through your use of the Mindjet Products.

c. **"Documentation"** means, for a Mindjet Product, that documentation that is generally provided to You by Mindjet for the Mindjet Product, as revised by Mindjet from time to time, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Mindjet Products.

d. **"Free Product"** means any Mindjet Product made available by Mindjet at no charge, including without limitation any trial or NFR (not for resale) license or subscription or "reader" or "guest" account.

e. **"Hosted Service"** means a service offering pursuant to which Mindjet offers subscriptions, provided pursuant to and subject to the applicable Mindjet Product Terms, to access and use Mindjet software hosted by Mindjet or on its behalf.



- f. “**License**” means a Subscription License or a Perpetual License.
- g. “**Mindjet Content Standards**” means the Mindjet content standards available at http://mindjet.com/legal/content_standards.
- h. “**Mindjet Policies**” means the Mindjet Content Standards, the Mindjet Privacy Policy and any other policies applicable to the Mindjet Products posted by Mindjet from time to time.
- i. “**Mindjet Privacy Policy**” means the Mindjet privacy policy, available at: http://mindjet.com/legal/privacy_policy, and any separate privacy notices posted by Mindjet with respect to specific Mindjet Products, as applicable.
- j. “**Mindjet Products**” means Licenses, subscriptions to Hosted Services, support services for Licenses and Hosted Services and other products and services made available by Mindjet.
- k. “**Mindjet Product Terms**” means, with respect to a Mindjet Product, the specific Mindjet terms and policies posted by Mindjet with respect to such Mindjet Product or presented to You in connection with your acquisition, download, installation, access and/or use of such Mindjet Product.
- l. “**Mindjet Technology**” means all of Mindjet’s Content and Mindjet’s proprietary technology including, but not limited to, any software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, underlying structure, and other tangible or intangible technical material or information used by Mindjet in providing any Hosted Service, licensed to You pursuant to a License or otherwise made available to You pursuant to this Agreement.
- m. “**Ordering Document**” means a document that states what Mindjet Products are being purchased, the fees and other payment terms, and any additional terms and conditions regarding the Mindjet Products which may supplement or modify the terms set forth in this Mindjet User Agreement and the applicable Mindjet Product Terms including, but not limited to, quotes, purchase orders, or e-commerce store receipts/confirmations.
- n. “**Owner**” means, with respect to a Mindjet Product, the natural person or entity that purchased the Mindjet Product (or, in the case of a Free Product, the natural person or entity who obtained the Mindjet Product).
- o. “**Perpetual License**” means a perpetual license to Mindjet software, granted pursuant to and subject to the applicable Mindjet Product Terms, to install and use the object code for such software on qualified computer hardware.
- p. “**Registration Data**” means the information You provide when You register for an account with Mindjet.



- q. **“Subscription License”** means a license to Mindjet software, granted pursuant to and subject to the applicable Mindjet Product Terms, to install and use the object code for such software on qualified computer hardware for a specified subscription term.
- r. **“Third Party Materials”** means content, data, information, applications or materials provided by third parties.
- s. **“Third Party Services”** means third party websites, services or applications.
- t. **“User”** means, with respect to a Mindjet Product, any employee, third party contractor or other natural person or entity authorized by the Owner or on their behalf (including by another authorized User) to use the Mindjet Product, as permitted under the terms of the applicable Mindjet Product Agreement and the functionality of the applicable Mindjet Product. For example, the Mindjet web app permits authorized Users to invite others to access certain functionality as a guest through the “share” feature of the Mindjet web app, and all such guests constitute Users of the subscription to the Mindjet web app to which they are invited to access.
- u. **“User Content”** means Content that You create or store within a Mindjet Product.

2. REGISTRATION; MINDJET USER CREDENTIALS.

a. **Registration.** In order to obtain use any Mindjet Products, You will be required to register with Mindjet by creating an account with Mindjet and establishing a unique username and password for such account (your unique username is also referred to as your Mindjet ID). You must be human. Bots and other automated methods are not permitted for registration purposes. You must provide your legal full name, a valid email address, and any other Registration Data requested.

b. **Registration Through Third Party Services.** If You are a registered user of certain Third Party Services (such as Facebook), Mindjet may provide You with the option of providing Mindjet with your username, password and other credential information to such Third Party Service in order to register with Mindjet through such Third Party Service or in order for You to link your account with such Third Party Service with your Mindjet account. Mindjet will only use your credentials to such Third Party Services to access your account with the applicable Third Party Service to the extent necessary to access information to register your Mindjet account or to provide You with the applicable Mindjet Products and will otherwise keep your credentials to such Third Party Services confidential. Any personal information transferred from your account with such Third Party Service to your Mindjet account will be collected used and disclosed by us only in accordance with our privacy policy.

c. **Your Representations and Warranties.** You represent and warrant that You are at least eighteen (18) years old, or the applicable age of majority in the jurisdiction in which You reside. Additionally, You agree to provide and maintain true, accurate, current, and complete Registration Data when You register for an account with Mindjet and to update this information to keep it accurate and complete. If You provide any information that is inaccurate or



incomplete, or Mindjet has reasonable grounds to suspect that such information is inaccurate or incomplete, Mindjet reserves the right to suspend or terminate your use of the Mindjet Products.

d. Your Username and Password. You are solely responsible for maintaining the confidentiality of your username and password and are responsible for all activities that occur under your username. You agree that your username and password may be used only by You. You may not share your username and password with anyone else or set up a shared account (e.g., department@mindjet.com). You agree to immediately notify Mindjet of any unauthorized use of your username or password or any other breach of security. You also agree to ensure that You exit from any session where You have logged in to your account or a Mindjet Product under your username and password at the end of each such session. Mindjet will not be liable for any loss or damage that arises as a result of your failure to comply with this Section.

3. ORDERS; PAYMENT TERMS.

a. Orders. All orders for Mindjet Products are subject to this Agreement and shall be documented in an Ordering Document. Any varying or additional terms contained in any purchase order or other written notification or document issued by You in relation to the Mindjet Products shall be of no effect, regardless of whether or not such purchase order or other document constitutes the Ordering Document for such Mindjet Products. Ordering Documents do not have to be signed to be valid and enforceable. Your order for a Mindjet Products will be deemed accepted upon the earlier of delivery and acceptance of the Mindjet Products as provided in Section 3.c below or issuance by Mindjet of an invoice for the applicable fees for such Mindjet Products.

b. Purchases through Resellers. The terms of this Agreement related to delivery, pricing, payment or taxes shall not apply to any of your purchases of Mindjet Products through Mindjet authorized resellers, and You shall establish such terms independently with the authorized reseller.

c. Delivery; Commencement of License/Subscription. Except as otherwise provided in the applicable Mindjet Product Agreement, Mindjet Products will be deemed delivered and accepted, and your License or Hosted Service subscription will commence, upon your activation or first access of the Mindjet Product using the access/activation code provided to You by Mindjet for the applicable Mindjet Product or, if no access/activation code is provided for a Mindjet Product, upon delivery of the Mindjet Product or access thereto to You.

d. Fees and Billing. The fees and billing schedule for the Mindjet Products acquired by You shall be as set forth in the applicable Mindjet Product Agreement. Only the Mindjet Product Owner is responsible for paying the fees for a Mindjet Product. Mindjet Product Users are not responsible for any fees related to the Mindjet Product.

e. Payment. Unless otherwise provided in the Mindjet Product Agreement, invoiced charges are due net thirty (30) calendar days from the invoice date. Unpaid invoices that are not the subject of a written good faith dispute are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is greater plus all



reasonable expenses of collection. You are responsible for providing complete and accurate billing and contact information to Mindjet and notifying Mindjet of any changes to such information. Your credit card or other form of payment will be charged or otherwise debited in accordance with payment terms set forth in the Mindjet Product Agreement. Mindjet will store your payment information (e.g., credit card number) so that it can charge You for Mindjet Products in accordance with your payment choice. Mindjet encrypts such credit card information using secure socket layer technology (SSL). No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, Mindjet cannot guarantee its absolute security. You acknowledge and agree that Mindjet's provision of the Service may require Mindjet to process or store your personal data, including credit card information, and to transmit such data internally within Mindjet or to Mindjet's affiliates. Such processing, storage, and transaction shall only be to the extent necessary for, and for the sole purpose of, enabling Mindjet to perform its obligations and may take place in any of the countries in which Mindjet and its Affiliates conducts business, which may include countries outside of the European Economic Area.

f. No Refunds or Credits. All orders for Mindjet Products are non-cancellable and all fees are non-refundable. No credits will be given for any fees paid for unused Mindjet Products or portions thereof, including without limitation any remaining term for any Subscription License or Hosted Services at the time of termination of the applicable Mindjet Product Agreement.

g. Taxes. Mindjet's fees are exclusive of any taxes, levies, or duties. You are wholly responsible for any taxes that may arise out of this Agreement or your purchase or use of the Mindjet Products. If You are required to pay or withhold any tax in respect of any fees due to Mindjet hereunder, You shall gross up payments actually made such that Mindjet will receive amounts due hereunder in full free of any deduction for such tax. You hereby confirm that Mindjet can rely on the "ship to" name and address set forth in the applicable Ordering Document as being the place of supply for sales and income tax purposes. Where Mindjet is making a supply of services under Article 44 of VAT Directive 2006/112/EC, You confirm that Mindjet can rely on the "bill to" name and address in the applicable Ordering Document as being the place of supply for VAT purposes.

h. Reporting. You will keep records as to your use of any Mindjet Product throughout your use of such Mindjet Product. If the Mindjet Product includes a reporting tool within the licensed Mindjet Product, You will use such reporting tool. You will maintain such records for at least two (2) years after You discontinue use of such Mindjet Product. During such period, You will provide in a timely manner and upon request of Mindjet a report verifying your compliance with the terms and conditions of the Mindjet Product Agreement (including without limitation compliance any restrictions on the number of installed instances or authorized users for the Mindjet Product). Mindjet may request such a report at most once a calendar year.

i. Audit Right. Mindjet may audit, at its own expenses, your compliance with regards to the use rights of the Mindjet Products. The auditors will be appointed by Mindjet. Such an audit may only be performed once a calendar year during normal business hours in your place of business and may not unreasonably affect your operations. If the audit proves your



noncompliance with the use right set forth herein, Mindjet will invoice You and You shall promptly pay for any noncompliant use at the rate of the then-current Mindjet end user price list. If the number of non-compliant licenses or subscriptions exceeds five percent (5%) of the total amount of licenses or subscriptions reported by You, the reasonable costs for the audit shall be borne by You.

4. REPRESENTATIONS, LIMITATIONS AND RESTRICTIONS

a. **Compliance.** You represent and warrant that your use of the Mindjet Products and your User Content will comply with all applicable laws and Mindjet Policies.

b. **Restrictions.** You agree to keep the Mindjet Technology that is not publicly known confidential to yourself and not to disclose such information to others without Mindjet's prior written approval. You shall not: (i) translate, modify or create derivative works based upon any Mindjet Product or Mindjet Technology; (ii) reverse engineer, decompile or disassemble, or otherwise attempt to derive source code, object code, or underlying structure, ideas, or algorithms of the Mindjet Products or Mindjet Technology, in whole or in part except and only to the extent that the foregoing prohibition is void under applicable law; (iii) copy any Mindjet Product or Mindjet Technology, except as expressly permitted in the applicable Mindjet Product Agreement; (iv) create, develop, license, install, use or deploy any software or services to circumvent, enable, modify or provide access, permissions or rights which violate the use restrictions as described in the applicable Mindjet Product Agreement or technical limitations of the Mindjet Products; (v) permit any use or access to the Mindjet Products by anyone other than the Mindjet Product Owner and Mindjet Product Users or (vi) sell, license, sublicense, distribute, rent, lease or lend access to or use of the Mindjet Products, or otherwise transfer in whole or in part access to or use of the Mindjet Products to another party. You may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings on the Mindjet Products or their documentation. The Mindjet Product Terms for a Mindjet Product may set forth additional restrictions for such Mindjet Product.

c. **User Content.** You shall be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to your User Content. Your User Content must conform to the Mindjet Content Standards, which are hereby incorporated by reference. You agree that any loss or damage of any kind that occurs as a result of the use of any User Content that You upload, post, share, transmit, display or otherwise make available through your use of the any Mindjet Product is solely your responsibility. If You are the Owner of a Mindjet Product, You are responsible for all Content uploaded, posted, shared, displayed or otherwise made available using such Mindjet Product (even when Content is made available by other Users or others who have access to the Mindjet Product).

d. **Interoperability with other Mindjet applications.** The Mindjet Product that You acquired or are using may interoperate with other Mindjet Products. Your use of any such other Mindjet Products is subject to the Mindjet Product Terms applicable to such other Mindjet Products. In addition, interoperability may require that You use the most current version of the Mindjet Product and any other Mindjet Products with which it interoperates.



e. Share Functionality. You acknowledge that sharing User Content with functionality of Mindjet Products that permits You to share User Content or a link to User Content with others and/or to post such User Content to third party platforms, is not intended as a secure means of content transfer. Using this functionality may make the shared User Content public in nature by granting access to the User Content hosted on Mindjet's servers to others, who, in turn, may grant access to the User Content to other third parties. By using any such functionality You assume the risk that the content so shared may be discovered by third parties who You did not intend to view the User Content. This functionality is not designed for use with materials that are highly confidential in nature.

5. SUPPORT. Support available for the Mindjet Products will be as described in the applicable Mindjet Product Document.

6. TERM AND TERMINATION.

a. Mindjet User Agreement. This Mindjet User Agreement is effective until terminated by You or Mindjet. Either party may terminate this Mindjet User Agreement upon thirty (30) days written notice to the other party. Termination of this Mindjet User Agreement will not, by itself, result in the termination of any Mindjet Product Agreement previously entered into under this Mindjet User Agreement, and the terms of this Mindjet User Agreement as incorporated by reference in to such Mindjet Product Agreement will continue in effect unless and until such Mindjet Product Agreement itself is terminated or expires.

b. Mindjet Product Agreements. The term of any Mindjet Product Agreement shall be as set forth in the Mindjet Project Agreement. Either party may terminate a Mindjet Product Agreement immediately upon written notice to the other party in the event of a material breach of the terms of the Mindjet Product Agreement by the other party that (A) is incapable of cure or (B) if capable of cure, has not been cured within 30 days after the date of written notice of such breach (or within 10 days in the case of a payment default). Either party may further terminate any Mindjet Product Agreement if the other party generally fails to pay its debts as they become due, admits in writing its inability to pay its debts generally, makes a general assignment for the benefit of creditors or any bankruptcy proceedings are instituted by or against the other party or the other party takes any corporate action to authorize any of the foregoing actions.

c. Effect of Termination of a Mindjet Product Agreement. Upon expiration or termination of a Mindjet Product Agreement:

i. All licenses and rights to the Mindjet Products granted to You under the Mindjet Product Agreement will immediately terminate and You will cease all use of such Mindjet Products.

ii. You must promptly return, or if requested by Mindjet, destroy, any Confidential Information of Mindjet in your possession or control. If the Mindjet Products covered by such Mindjet Product Agreement are Licenses, You must further remove all copies of the licensed software, including all backup copies, from any and all computer hardware on which it is installed and destroy all copies



of the licensed software, including all backup copies, and any license key provided to You. Mindjet reserves the right to require You to certify in writing your compliance with the foregoing requirements.

iii. If the Mindjet Products covered by such Mindjet Product Agreement are Subscription Licenses or Hosted Services, upon termination, any fees owed for the remainder of the applicable subscription term will become immediately due and payable. Mindjet will not refund any pre-paid fees for any such Subscription Licenses or Hosted Services.

d. Additional Termination Provisions. The applicable Mindjet Product Terms for a Mindjet Product Agreement may include additional termination provisions.

e. Survival. Provisions regarding restrictions on use of Mindjet Products, ownership of intellectual property, warranties and disclaimers of warranties, indemnification, limitations of liability, confidentiality, audit right, obligation on termination or expiration, and other provisions which by their nature should survive termination or expiration of this Agreement will survive termination or expiration of this Agreement.

7. OWNERSHIP.

a. Content. You own your User Content. Mindjet has no ownership rights in or to your User Content. Notwithstanding the foregoing, subject to the Mindjet Privacy Policy.

b. Mindjet Intellectual Property. All right, title, and interest in and to the Mindjet Products, their documentation, and the Mindjet Technology and all improvements, enhancements, modifications and derivative works thereof and in all related copyrights, trade secrets, patents, trademarks, and any other intellectual and industrial property and proprietary rights, including registrations, applications, renewals, and extensions of such rights, remain the property of Mindjet and its suppliers and licensors. Your rights to use the Mindjet Products and their documentation shall be limited to those expressly granted in the applicable Mindjet Product Agreement. No other rights with respect to the Mindjet Products or any related Mindjet Technology are implied. You are not authorized to use (and shall not permit any third party to use) the Mindjet Products or their documentation or any portion thereof except as expressly authorized in the applicable Mindjet Product Agreement.

c. Feedback; Technical Information. Any feedback or ideas You provided to Mindjet regarding the Mindjet Products or Mindjet Technology or any suggested improvements thereto will be the exclusive property of Mindjet. To the extent You own any rights in such feedback or ideas, You agree to assign, and hereby does assign, to Mindjet all right, title and interest in and to such feedback or ideas. You agree to perform all acts reasonably requested by Mindjet to perfect and enforce such rights. Mindjet will reimburse You for direct out of pocket costs incurred in complying with its requests. Mindjet may use any technical information You provide to Mindjet in connection with a support request or otherwise for any Mindjet business purposes, without restriction, including for product support and development.



8. THIRD PARTY MATERIALS, SITES AND RESOURCES.

a. Third Party Resources. Certain Mindjet Products may display, include or make available Third Party Materials or provide links to, or contain features designed to interoperate with, third party sites or resources (e.g. MapsForThat.com, Twitter, Linked In, Google and Evernote). By using the Mindjet Products, You acknowledge and agree that the Mindjet is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials, sites or resources or the availability of such sites or resources. Mindjet does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party Third Party Material, sites or resources, or for any other materials, products, or services of third parties. Third Party Materials and links to and interoperability with other sites or resources are provided solely as a convenience to You. To use third party sites or resources or features designed to interoperate with third party sites or resources, You may be required to obtain access to such sites or resources from their providers, and your use of such sites or resources is subject to the terms and conditions of such sites or resources or their providers. If such provider ceases to make their external sites or resources available for interoperation with the corresponding features of the Mindjet Products, Mindjet may cease providing such Mindjet Product features without entitling You to any refund, credit or other compensation.

b. No Additional Liability for Third Party Services and Materials. In addition, third party Services and Third Party Materials that may be accessed from, displayed on or linked to from the Mindjet Products are not available in all languages or in all countries. Mindjet makes no representation that such Third Party Services and Third Party Materials are appropriate or available for use in any particular location. To the extent You choose to access such Third Party Services or Third Party 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. Mindjet, and its licensors, reserve the right to change, suspend, remove, or disable access to any Third Party Services or Third Party Materials at any time without notice. In no event will Mindjet be liable for the removal of or disabling of access to any such Third Party Services or Third Party Materials. Mindjet may also impose limits on the use of or access to certain Third Party Services or Third Party Materials, in any case and without notice or liability.

9. WARRANTIES; DISCLAIMER OF WARRANTIES.

a. Limited Product Warranties. The Mindjet Products are provided with the limited warranties, if any, provided to the Owners of such Mindjet Products as set forth in the applicable Mindjet Product Terms.

b. Free Products. To the maximum extent permitted by applicable law, Free Products are provided “as is” and “as available”, with all faults and without warranty of any kind.

c. No Other Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MINDJET HEREBY DISCLAIMS ALL REPRESENTATIONS,



WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THE MINDJET PRODUCT TERMS, 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, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. MINDJET DOES NOT WARRANT THAT THE MINDJET PRODUCTS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE MINDJET PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE MINDJET PRODUCTS WILL BE CORRECTED. THE MINDJET PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND MINDJET EXPRESSLY IS NOT AND WILL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM ANY SUCH PROBLEMS. 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.

d. High Risk Activities. The Mindjet Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You shall not use the Mindjet Products in any application or situation where failure of the Mindjet Products could lead to death or serious bodily injury of any person, or to severe physical or environmental damage including, but not limited to, aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. MINDJET EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

10. LIMITATION OF LIABILITY.

a. Limitation on Direct Damages. There may be situations in which You have a right to claim damages or payment from Mindjet, its Affiliates or their respective suppliers or licensors. Except as otherwise expressly provided in this Agreement, whatever the legal basis of your claims, the liability of Mindjet, its Affiliates and their respective suppliers or licensors will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount You have paid for the Mindjet Product giving rise to the claims (or in the case of a Free Product, to \$50.00).

b. No Liability for Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MINDJET, ITS AFFILIATES OR THEIR RESPECTIVE SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF COVER, SUBSTITUTE GOODS, OUT OF POCKET COSTS OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF MINDJET



HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

c. The foregoing limitations will apply notwithstanding the failure of the essential purpose of any limited remedy. You acknowledge that these limitations are material parts of the bargain between the parties and that prices for the Mindjet Products would be higher without them.

11. INDEMNIFICATION. You agree to indemnify and hold Mindjet and its Affiliates and their respective officers, directors, agents, employees, partners, independent contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) Content originated by You and your Users, (b) use of any Mindjet Product by You or one of your Users, (c) violation of this Agreement by You or one of your Users, or (d) your infringement, misappropriation or violation of any intellectual property or other rights of another person or entity. Notwithstanding the foregoing, You will not be required to indemnify Mindjet or its Affiliates for damages arising solely from the negligence or willful misconduct of Mindjet or its Affiliates.

12. PRIVACY. The Mindjet Privacy Policy discloses to You how Mindjet collects, stores and uses personally identifiable information You may provide to Mindjet in connection with the Mindjet Products. You understand that through your use of the Mindjet Products, You consent to Mindjet's collection, storage and use of your information as described in the Mindjet Privacy Policy. Mindjet affirms to You that Mindjet LLC currently abides by the safe harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union.

13. PUBLICITY. Mindjet may use your name and logo (if any) on client lists in various forms (e.g., a printed list, an online list, etc.) and in other marketing materials, for the sole purpose of identifying You as a customer of Mindjet. In any use of your name or logo, Mindjet will comply with any reasonable trademark usage guidelines that You may provide and Mindjet will promptly fix any defect that You bring to Mindjet's attention. Mindjet may use your name, logo, website link, quote, and any other information that You may provide to develop case studies, press releases, and other marketing pieces in any form (e.g., print, audio, video, and other formats) that pertain to your use of Mindjet products or services, unless You inform Mindjet in writing otherwise. Mindjet may publish and freely distribute all such information, quote(s) or input. Mindjet will never broadly publish your individual contact information (i.e., it will not appear on our customer list or in a case study) without your prior written consent. Mindjet is not obligated to publish or otherwise use any information or logo that You may provide. The rights that You grant to Mindjet are without any fee or royalty.

14. GENERAL.

a. Entire Agreement. This Agreement and any applicable Mindjet Product Agreement contain the complete understanding between the parties with respect to the subject



matter hereof, and supersede all prior or contemporaneous agreements or understandings, whether oral or written.

b. Headings. Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement.

c. Waiver and Modification. No failure or delay of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights. Except as otherwise provided herein, this Agreement may only be modified, or any rights under it waived, by a written document executed by the party against which it is asserted. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by You in relation to the Mindjet Products shall be of no effect.

d. Severability. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, effect should be given to the parties' intentions as reflected in the provision, and the legality and enforceability of the other provisions of this Agreement will not be affected.

e. Relationship of the Parties. The parties are independent contractors. You and Mindjet agree that You are not agents, partners, or joint venturers, franchisee/franchisor, employee/employer, and that this Agreement does not create any fiduciary duty or comparable relationship of trust between the parties.

f. No Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

g. Export Restrictions. The Mindjet Products are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Mindjet Products. These laws include restrictions on destinations, end users, and end use. You agree by using a Mindjet Product that: (i) You or your Users are not, and are not acting on behalf of, (A) any person who is a citizen, national or resident of, or who is controlled by the government of, any country subject to embargo or export controls by the U.S. Government, or (B) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department Denied Persons List or Entity List; and (ii) You or your Users will not use the Mindjet Products for any purpose prohibited by law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

h. Commercial Items. The Mindjet Products and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.211, 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4 and other relevant sections of the Code of Federal Regulations, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are



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j. Force Majeure. A party is not liable for failure to perform the party's obligations if such failure is as a result of: (i) an act of war, hostility, or sabotage; (ii) act of god; (iii) electrical, internet, or telecommunications outage that is not caused by the obligated party; (iv) government restrictions (including the denial or cancellation of any export or other license); or (v) other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than one (1) calendar month, either party may cancel any applicable Mindjet Product Agreement with respect to services not yet performed or products not yet provided upon written notice. This Section does not excuse either party of its obligations to take reasonable steps to follow its normal disaster recover procedures or your obligation to pay for services performed or products provided prior to such termination.

k. Remedies. You agree that any unauthorized use of a Mindjet Product or any Mindjet Technology contained therein would result in irreparable injury to Mindjet, for which money damages would be inadequate. Therefore, in such event Mindjet shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against You and to prevent any unauthorized use. If You are dissatisfied with any Mindjet Product, You understand and agree that, except as expressly set forth in the applicable Mindjet Product Agreement, your sole and exclusive remedy is to discontinue use of such Mindjet Product and/or cancel of your Mindjet account. Nothing contained in this Section or elsewhere in this Agreement shall be construed to limit remedies available pursuant to statutory or other claims that Mindjet may have under separate legal authority.

l. Governing Law. If your primary residence is in the Europe (excluding the UK, Ireland, and France), the Middle East or Africa, this Agreement shall be governed by the laws of Germany. If your primary residence is in the United Kingdom or Ireland, this Agreement shall be governed by the laws of the United Kingdom. If your primary residence is in Japan, this Agreement shall be governed by the laws of Japan. If your primary residence is in France, this Agreement shall be governed by the laws of France. If your primary residence is in Australia or New Zealand, this Agreement shall be governed by the laws of Australia. If your primary residence is anywhere else, this Agreement shall be governed by the laws of the State of



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m. Legal Effect. This Agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom You purchased a Mindjet Product. This Agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

n. Other. Mindjet is the registered trademark of Mindjet LLC in the United States and/or various jurisdictions.

15. LIMITATION OF LIABILITY AND WARRANTIES FOR OWNERS RESIDING IN A MEMBER STATE OF THE EUROPEAN COMMUNITY.

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b. Warranty. If You are located in a Member State of the European Community, and You usually reside in such a country, then Section 8 (Warranties; Disclaimer of Warranties) does not apply. Instead, Mindjet provides You with the warranty for Owners residing in a Member State of the European Community, if any, set forth in the applicable Mindjet Product Terms.



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.

BY CLICKING ON THE “ACCEPT” BUTTON OR SIMILAR BUTTONS OR LINKS AS MAY BE DESIGNATED BY MINDJET, OR BY DOWNLOADING, INSTALLING, OR USING THE MINDJET DESKTOP APP AND/OR MINDJET ON-PREMISE APP, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE MINDJET DESKTOP APP OR THE MINDJET ON-PREMISE APP. IF YOU ARE THE OWNER OF A LICENSE, YOU ARE LIABLE FOR COMPLIANCE WITH THIS AGREEMENT BY ALL USERS OF YOUR LICENSE.

Mindjet reserves the right to modify, add to, change, or remove any part of this Agreement as provided in the Mindjet User Agreement.

1. DEFINITIONS.

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.
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- 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.
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- 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.
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- 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.
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- 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.

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MINDJET SOFTWARE ASSURANCE AND SUPPORT PRODUCT TERMS

Dated: December 2012

These Mindjet Software Assurance and Support Product Terms (the “*Mindjet MSA Product Terms*”) apply to Mindjet Software Assurance and Support and the services provided by Mindjet in connection therewith 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 MSA Product Terms, together with the terms of the Mindjet User Agreement and your Ordering Document for MSA, constitute the Mindjet Product Agreement between You and such Mindjet affiliate with respect to such Mindjet Software Assurance and Support and services. As used herein, “*Agreement*” means that Mindjet Product Agreement.

Mindjet Software Assurance and Support was previously offered by Mindjet pursuant to the Mindjet Software Assurance and Support terms and conditions. If You acquired Mindjet Software Assurance and Support pursuant to such prior Mindjet Software Assurance and Support terms and conditions, this Agreement replaces such prior terms and conditions upon any renewal or extension of your current Mindjet Software Assurance and Support term.

BY CLICKING ON THE “ACCEPT” BUTTON OR SIMILAR BUTTONS OR LINKS AS MAY BE DESIGNATED BY MINDJET, BY DOWNLOADING, INSTALLING, OR USING ANY MINDJET SOFTWARE PROVIDED TO YOU UNDER MSA OR BY REQUESTING OR USING ANY OTHER MSA SUPPORT SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT DOWNLOAD, INSTALL OR USE ANY MINDJET SOFTWARE PROVIDED TO YOU UNDER MSA OR REQUEST OR USE ANY OTHER MSA SUPPORT SERVICES.

Mindjet reserves the right to modify, add to, change, or remove any part of this Agreement as provided in the Mindjet User Agreement.

1. DEFINITIONS.

- a. “*Included MSA*” means the Mindjet Software Assurance and Support and accompanying services included at no additional cost with the subscription fee for a Subscription License as provided in this Agreement.
- b. “*Initial MSA Term*” means, for Paid MSA, the initial term for MSA specified in the applicable Ordering Document, subject to earlier termination as provided in this Agreement.
- c. “*Major Release*” means a release of the applicable software that includes significant new features or significant enhancements to existing product functionality.
- d. “*MSA*” means Paid MSA or Included MSA, as applicable.



e. “*MSA Term*” means (i) in the case of Paid MSA, collectively, the Initial MSA Term and any Renewal MSA Terms and (ii) in the case of Included MSA, the term of the Subscription License.

f. “*Paid MSA*” means the Mindjet Software Assurance and Support and accompanying services purchased by You pursuant to an Ordering Document for a Perpetual License as provided in this Agreement.

g. “*Product Lifecycle Policy*” means the life cycle policy for applicable Mindjet software included on the Customer Support Website at: <http://www.mindjet.com/support/product-resources/lifecycle-policy>.

h. “*Renewal MSA Term*” means any annual renewal term for Paid MSA pursuant to Section 2.b of these Mindjet MSA Product Terms, subject to earlier termination as provided in this Agreement.

i. “*Supported Environments*” means the environments supported for the applicable Mindjet software as set forth at <http://mindjet.com/support/product-resources/system-reqs>.

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

2. MSA TERM

a. Term of Paid MSA. Your purchase of Paid MSA, as described herein and on the Mindjet Support Website, is for the MSA Term. Unless otherwise specified, the Initial MSA Term is one year commencing from the date of purchase or as otherwise set forth in the Ordering Document.

b. Term and Renewals of Included MSA. Included MSA is provided for the term of your Subscription License, and will renew automatically in connection with any renewal of your Subscription License. Your Included MSA will automatically terminate upon the termination or expiration of your Subscription License.

c. Termination. You may terminate MSA at the end of the then-current MSA Term by not renewing the MSA term pursuant to Section 2.b above.

d. Termination by Mindjet. Mindjet reserves the right to suspend your right to support services or terminate this Agreement, effective immediately upon notice to You, if You use the MSA services in a non-standard, excessive, abusive, or fraudulent manner. The foregoing termination rights are in addition to the termination rights set forth in the Mindjet User Agreement.



3. PAYMENT TERMS.

a. Billing for Paid MSA. Unless otherwise agreed in an Ordering Document, fees for Paid MSA are required to be paid in advance for the Initial MSA Term and for any Renewal MSA Term. If the Ordering Document provides for monthly or other periodic payments such that more than one payment is made for the fees due for the Initial MSA Term or any Renewal MSA Term, such payments are installment payments and do not relieve You from liability to pay for the full Initial MSA Term or Renewal MSA Term, as the case may be. Unless otherwise set forth in a volume licensing program or the Ordering Document, MSA fees shall be an amount equal to be twenty percent (20%) of the current list price of the applicable Perpetual Licenses. Mindjet reserves the right to increase MSA fees (including the percentage of current list price used to determine MSA fees) at any time, with such price increase taking effect immediately for future purchases and upon renewal for any Renewal MSA Term.

b. Billing for Included MSA. Included MSA is included in the cost of the Subscription License and is not separately billed.

c. Renewals of Paid MSA. By purchasing Paid MSA, You consent to Mindjet automatically renewing your Paid MSA annually and invoicing You annually prior to expiration of the Initial MSA Term or any Renewal MSA Term. Unless You notify Mindjet at least thirty (30) days prior to the renewal date that You do not wish to renew, the then-current list price for such Paid MSA coverage (plus applicable taxes or VAT) will be due on or before the expiration of your then-current MSA Term. You authorize Mindjet to use contact and billing information provided during your purchase activity to charge or invoice each renewal. Payment must be made on time to avoid a lapse in MSA. You may discontinue the auto-renewal feature of MSA at any time by contacting the Mindjet Customer Support and Services Team via the Mindjet website, but failing to renew your MSA Term will result in the expiration of your MSA at the end of the then-current term.

d. Purchases through Resellers. The terms of Sections 3.a-3.b related to payment shall not apply to any of your purchases of MSA through Mindjet authorized resellers, and You shall establish such terms independently with the authorized reseller.

4. ADDITIONAL LIMITATIONS AND RESTRICTIONS.

a. Lapse or Delayed Paid MSA. If You allow your Paid MSA to lapse, or if You delay your initial purchase of Paid MSA more than thirty (30) days past the date You purchase the related Perpetual License, Mindjet may charge additional or reinstatement fees when You initiate or reinstate Paid MSA.

b. Most Recent Software Versions Required. Paid MSA may only be purchased for the most current general availability release version of the Mindjet software licensed pursuant to the applicable License. Older versions of licensed Mindjet software must be upgraded if You wish to purchase Paid MSA for the first time.



5. INCLUDED SUPPORT SERVICES.

a. General. MSA includes version upgrade rights and support services, which Mindjet may use commercially reasonable efforts to provide during Customer Support business hours directly or via third parties on Supported Environments. For more detail regarding support services included with MSA, see the Customer Support Guide and the Mindjet Support Website. Mindjet software (including, without limitation, upgrades) and support services included with MSA, will not be provided if MSA fees (or in the case of Subscription Licenses, Subscription License fees) are not paid in full or if your MSA Term has otherwise lapsed. Mindjet reserves the right to limit the time spent by a Customer Support and Service Representative on each telephone call. Support calls for certain more technical problems with respect to certain Mindjet Products may be forwarded to another group for processing at Mindjet's discretion. Support features, procedures, and support availability are subject to change at Mindjet's sole discretion. Any such changes will not materially detriment the support services provided You. Support services are non-transferable and are valid to You (an individual, or the MSA purchasing entity's designated contacts defined on the Mindjet Support Services website) only. You may be requested to validate issues and verify that your environment is a Supported Environment. You must respond to and provide all reasonable requests for information and assistance for Mindjet to provide You with support services.

b. Upgrade Rights. During the MSA Term, You will receive version upgrade rights. These rights ensure access and availability to the next Major Release. These upgrades are made available on a product-by-product basis. For Included MSA, upgrades are available free of charge for You to use during the term of your Subscription License, but your right to use such upgrades expires upon expiration of your Subscription License. For Paid MSA, You may continue to use any upgrades You receive during your MSA Term even after your MSA Term expires or terminates. If You receive an upgrade during your MSA Term pursuant to the upgrade rights herein, or elect for any other reason, You may, in your sole discretion, continue using your then-current version (platform-specific) or any prior supported version of the same Mindjet software (platform-specific) during your MSA Term or such Subscription License term only.

c. Downgrade Rights. You may also purchase a Perpetual License to the then-current version of Mindjet software and Paid MSA for such Perpetual License (or a Subscription License to the then current version of Mindjet software that includes Included MSA with such Subscription License), and elect to downgrade to any prior version of the same Mindjet software (platform-specific) which we still support. Supported versions are set forth in the Product Lifecycle Policy. Notwithstanding your downgrade rights, following the release of any new version of Mindjet software, Mindjet may, in its sole discretion, discontinue MSA for earlier versions at any time. If, following any such discontinuation, You require MSA, You must first upgrade to a supported version of Mindjet software. Failure to use the most current version of Mindjet software may mean that the Mindjet software is unable to interoperate with other Mindjet applications or Third Party Services with which the Mindjet software is intended to be interoperable.



d. Services Not Provided With Included MSA. Large scale deployment assistance, the ability to assign designated contacts and telephone help desk support are included with Paid MSA only and are not provided with Included MSA. Provision of any such support services in connection with Covered Subscription Licenses is subject to a separate, prior, written agreement between You and Mindjet.

6. EXCLUDED SUPPORT SERVICES. MSA does not include support services for Mindjet software: (i) that You have not used according to the operating conditions specified by Mindjet; (ii) that You have modified by programming or other means (notwithstanding the foregoing, Mindjet will provide support services for modifications made by Mindjet at your request pursuant to its support services or a separate consulting or professional services agreement); (iii) technical support, configuration, installation, and use of Microsoft SharePoint, or (iv) outside of regular customer support hours. MSA does not include support services for: (i) program parts that do not belong to the original version of the Mindjet software as supplied by Mindjet; (ii) creation and provision of software, or consulting services regarding such activities or regarding the deployment of data processing equipment, except for provision of upgrades for software purchased by You; (iii) installation of products or their components or sub-programs (especially patches), including upgrades; (iv) third party products, including add-ins and integrations to Mindjet software (in the event of a third party product issue, Mindjet will use commercially reasonable efforts to direct You to the originating vendor(s) for support of any third party products or add-ins, after Mindjet determines any issue is not related to Mindjet software covered by MSA); (v) third party services, including web services, service providers, and websites (in the event of a third party service issue, Mindjet will use commercially reasonable efforts to direct You to the originating service provider(s) for support of any third party web services or web sites, after Mindjet determines any issue is not related to Mindjet software covered by MSA); (vi) other software or hardware and unsupported environments; (vii) local and/or onsite support, programming, customization, consulting services, individual setups, and Mindjet software updates, above and beyond support services customarily provided and as set forth herein; (viii) creation and provision of additional software, development, training application consulting, or other consulting services regarding such activities or regarding the deployment of data processing equipment; or (ix) installation of products or their components or sub-programs (especially patches), including upgrades. Large scale deployment assistance is limited to electronic documentation, remote troubleshooting, and telephone guidance of reasonable duration; extensive or ongoing assistance, on-site coverage, or other deployment specific deliverables may be subject to additional fees at Mindjet's then-current time and materials rates. Provision of any support services in any of the excluded circumstances described above or otherwise outside the scope of support services included in the applicable MSA are subject to a separate, prior, written agreement between You and Mindjet.

7. NO WARRANTY. MSA IS PROVIDED "AS IS". MINDJET DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, REGARDING MSA AND SUPPORT SERVICES AND SOFTWARE AND OTHER MATERIALS PROVIDED IN CONNECTION THEREWITH, AS PROVIDED IN SECTION 8.C AND 8.D OF THE MINDJET USER AGREEMENT.



MINDJET WEB APP PRODUCT TERMS

Dated: December 2012

These Mindjet web app Product Terms (the “Mindjet web app Product Terms”) apply to the Mindjet web app service 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 web app Product Terms, together with the terms of the Mindjet User Agreement and your Ordering Document for the Mindjet web app service, constitute the Mindjet Product Agreement between You and such Mindjet affiliate with respect to the Mindjet web app service. As used herein, “Agreement” means that Mindjet Product Agreement.

The Mindjet web app service was previously known as the Mindjet Connect service and was offered by Mindjet pursuant to the Mindjet Connect Terms of Service. If You acquired a subscription to the Mindjet Connect service pursuant to the Mindjet Connect Terms of Service, this Agreement replaces such Mindjet Connect Terms of Service upon any renewal or extension of your current Mindjet Software Assurance and Support term.

BY CLICKING ON THE “ACCEPT” BUTTON OR SIMILAR BUTTONS OR LINKS AS MAY BE DESIGNATED BY MINDJET, OR BY ACCESSING OR OTHERWISE USING THE MINDJET WEB APP SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE MINDJET WEB APP SERVICE. IF YOU ARE THE ACCOUNT OWNER, YOU ARE LIABLE FOR COMPLIANCE WITH THIS AGREEMENT BY ALL USERS OF YOUR ACCOUNT.

Mindjet reserves the right to modify, add to, change, or remove any part of this Agreement as provided in the Mindjet User Agreement.

1. DEFINITIONS.

a. “*Account*” means (i) with respect to paid subscriptions to the Service, the Account Member subscriptions to the Service purchased by the Account Owner pursuant to the applicable Ordering Document and (ii) with respect to a Reader Account, such Reader Account.

b. “*Account Administrator*” means a User designated by the Owner of an Account as an “account administrator” for that Account.

c. “*Account Guest*” means a User invited to participate as a guest in an Account through the share functionality of the Service.

d. “*Account Member*” means any User of an Account other than an Account Guest.

e. “*Account Owner*” means the Owner of an Account.

f. “*Hosted User Content*” means User Content that You store within the Service.



g. **“Reader Account”** means a free subscription to limited functionality of the Service offered by Mindjet from time to time as described in Section 2.a of these Mindjet web app Product Terms.

h. **“Service”** means the Mindjet web app Hosted Service offering.

i. **“Subscription Term”** means the period commencing on the day the Account is first accessed after delivery by Mindjet to the Account Owner of the access/activation code for the Account and continuing for the term set forth in an Ordering Document, subject to earlier termination or renewal as provided in this Agreement.

j. **“Supported Environments”** means for the Service the environments supported for the Service as set forth at <http://mindjet.com/support/product-resources/system-reqs>.

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

2. MINDJET WEB APP.

a. **Paid Subscription to Service.** During the Subscription Term for a paid Account to the Service, Mindjet grants to You (i) if purchased by You for non-personal business purposes, a nontransferable, nonexclusive, worldwide right to access and use the Service for internal non-personal business purposes, in accordance with your Account and subject to the terms and conditions of this Agreement; or (ii) if purchased by You for personal non-business purposes, a nontransferable, nonexclusive, worldwide right to access and use the Service for personal non-business purposes, in accordance with your Account and subject to the terms and conditions of this Agreement. You agree that any purchase of the Service hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Mindjet regarding future functionality or features.

b. **Reader Accounts.** Mindjet offers a free Reader Account that provides access to a limited subset of the functionality of the Service, including, but not limited to, restricting your ability to create folders or different versions of files within the Reader Account, limiting your ability to collaborate with others on a map and limiting the amount of available storage for Hosted User Content. If You are the Account Owner of a Reader Account, such Reader Account is for your individual use only, and You may not permit any other person to access or use your Reader Account as an Account Member or Account Administrator. Except as otherwise limited in the Documentation or by the functionality of the Reader Account, You are permitted to use the share functionality of the Service to invite Account Guests to participate in your Reader Account. Mindjet may further limit the number of Reader Accounts that an individual or entity may establish or that may be maintained under a Mindjet ID. Limitations are set forth in further detail in the Documentation and/or may be imposed by the functionality of the Service. Mindjet reserves the right to change the terms of the Reader Accounts or impose further limitations on the use of or access to Reader Accounts at any time without notice or liability. If You have established a Reader Account in compliance with this Agreement and the Documentation,



Mindjet grants to You a nontransferable, nonexclusive, worldwide right to access and use the Service on the terms and conditions of this Agreement for your personal or internal business purposes and subject to the scope and limitations of such Reader Account. Mindjet may discontinue a Reader Account or terminate your right to access and use such Reader Account at any time and for any reason or no reason with thirty (30) days prior written notice to You. You agree that Mindjet shall not be liable to You or any third party for any modification, removal, disabling access to, or cessation of the Reader Accounts. If You desire additional services beyond the scope and limitations of a Reader Account, then You must purchase a paid subscription to the Service. Mindjet reserves the right to suspend or terminate your Reader Account and refuse any and all current or future use of the Service through your Reader Account for any reason at any time or to terminate your Reader Account that is inactive for a continuous period of one hundred twenty (120) calendar days. In the event of such termination, Mindjet reserves the right to delete all Hosted User Content in your Reader Account with prior notice to allow You to backup any such Hosted User Content. Mindjet will provide You prior notice of such termination by email.

c. Modifications to the Service. Mindjet may continually develop, deliver and provide ongoing innovation to the Service in the form of new or modified features, functionality, capabilities and services. Accordingly, Mindjet reserves the right to modify the Service from time to time in its sole discretion. You agree that Mindjet shall not be liable to You or to any third party for any modification or temporary suspension of the Service. Some modifications will be provided to You at no additional charge. In the event Mindjet adds additional features, functionality, capabilities or services to the Service, Mindjet may condition the implementation of such modifications on payment of additional fees, and You will not be entitled to such new features, functionality, capabilities or services unless You pay such fees. Unless explicitly stated otherwise, all new features, functionality, capabilities or services added to the Service shall be subject to this Agreement. If You are the Account Owner of a paid Account, Mindjet warrants that it will not substantially decrease the features, functionality, capabilities or services of the Service during the Subscription Term of your Account. Your sole remedy for breach of the preceding sentence shall be to discontinue use of the Service and terminate your Account.

3. SUBSCRIPTION; PAYMENT TERMS.

a. Fees and Billing. The Service is sold on a subscription basis for a number of years, with a minimum Subscription Term of one (1) year. Unless otherwise provided in the applicable Ordering Document, the Account Owner will be invoiced/charged in advance in the amount set forth in the applicable Ordering Document for the full Subscription Term. If the Ordering Document provides for monthly or other periodic payments such that more than one payment is made for the fees due for the Subscription Term, such payments are installment payments and do not relieve the Account Owner from liability to pay for the full Subscription Term. If a paid Account is terminated by the Account Owner for convenience, the Account Owner will be invoiced/charged at the time of termination for the remaining balance due for the full Subscription Term. Only the Account Owner is responsible for paying the fees for a paid Account. Account Administrators, Account Members, and Account Guests are not responsible for any fees related to the Account.



b. Renewal. The Subscription Term will be automatically renewed annually for one (1) year subscriptions and the Account Owner will be charged or invoiced unless the Account Owner notifies Mindjet at least thirty (30) days prior to the renewal date that the Account Owner does not wish to renew. Mindjet may modify Service fees for any automatic renewal term upon thirty (30) days' prior written notice; provided that any increase in fees noticed during an automatic renewal term shall not take effect until the beginning of the next automatic renewal term. Payment must be made on time to avoid a lapse in access to the Service.

c. Users. Unless otherwise specified in the applicable Ordering Document: (i) a paid Account is purchased as Account Member subscriptions and may be accessed by no more than the number of Account Members specified in the Ordering Document; (ii) additional Account Member subscriptions may be added to an Account during the applicable Subscription Term prorated for the remainder of the Subscription Term in effect at the time the additional Account Member subscriptions are added; and (iii) the added Account Member subscriptions shall terminate on the same date as the pre-existing subscriptions.

d. Purchases through Resellers. Section 3.a shall not apply to any of your purchases of subscriptions to the Service through Mindjet authorized resellers, and You shall establish such terms independently with the authorized reseller.

4. ADDITIONAL LIMITATIONS AND RESTRICTIONS.

a. Standard Account User Limitations. For Accounts other than Reader Accounts and "Mindjet for Individuals" Accounts (as described in Section 4.b below), the Users of the Account are divided into four types: Account Owner, Account Administrator, Account Member and Account Guest. The applicable Ordering Document defines the number of Account Members for an Account, and You shall at all times ensure that its use does not exceed the number of Account Members. The Account Owner is solely responsible for and manages all payment obligations, if any, for such Account. The Account Owner will have full access to the functionality of the Service and may manage or delegate some or all functionality within the Service to other Account Members. The Account Owner may designate an Account Administrator, who will have full access to the functionality of the Service, except for payment obligations, and may manage or delegate some or all functionality within the Service to other Account Members. All other Account Members, who are not the Owner or are not Account Administrator(s), will have access to certain functionalities of the Service as determined by the Owner and Account Administrator(s). Account Guests will have limited access to the functionality of the Service as set forth in the Documentation and/or as imposed by the functionality of the Service. Owners and Account Members who use the share functionality of the Service to invite Account Guests may elect to provide Account Guests with either: (i) read-only privileges of User Content shared with such Account Guests; or (ii) read/write privileges of such shared User Content, meaning that such Account Guest will have the ability to edit by creating, reading, updating, and deleting such shared User Content. In order for an Account Guest to exercise any such privileges with respect to shared User Content, the Account Guest must register with Mindjet and obtain a Reader Account.



b. Trial Subscriptions. If You receive a trial subscription to the Service, your rights to access and use the Service are limited to the trial period. The length of the trial period is set forth during the activation process, and the trial subscription may only provide You with access to a subset of the features and functions of the full Service. You may have the option to convert your trial to a paid Account. Conversion options will be presented to You at the expiration of your trial period. After the expiration of any trial period for a trial subscription to the Service without conversion, your subscription will be converted to a Reader Account.

c. Mindjet for Individuals Account Limitations. If You are the Account Owner of a “Mindjet for Individuals” Account, such Account is for your individual use only. Accordingly, You are the only Account Member and are the Account Administrator for your Account, and You may not permit any other person to access or use your Account as an Account Member or Account Administrator. You are not permitted to use the collaborative functionality of the Service, including functionality enabling connection with other Users, assignment of tasks to other Users, or co-editing of Content. Except as otherwise limited in the Documentation or by the functionality of the Service, You are permitted to use the share functionality of the Service to invite Account Guests to participate in your Account.

d. Storage and Other Practices and Limits. Mindjet will limit the amount of Hosted User Content for an Account by the amount of aggregate storage per Account. The storage limits for the Service are set forth in the Documentation and/or imposed by the functionality of the Service. The Service provides real-time information to enable Account Owners and Account Administrators to monitor compliance with such limitations. When an Account has reached its storage limit, no further User Content will be able to be submitted to the Service for storage as Hosted User Content. Mindjet further reserves the right to establish other general practices and limits concerning use of the Service, including, without limitation, establishing a maximum number of days that Hosted User Content will be retained by the Service following termination of an Account or limiting file download and/or bandwidth capacity of any or all sites related to the Service in its sole discretion if it deems such limitation to be in the best interests of the operating performance. You further acknowledge that Mindjet reserves the right to modify these general practices and limits from time to time.

e. Communications and Notices. The Service requires that You receive certain communications from Mindjet such as service announcements and administrative messages. Since these communications are considered to be a part of the Service, You will not be able to opt-out of receiving them other than by terminating your use of the Service. Mindjet may provide You with notices, including those regarding changes to this Agreement, by email or regular mail and Mindjet may also post such changes within the Service.

f. Connectivity. The Service is provided by Mindjet from a data center facility to which Users have remote access via the Internet. You may connect to the Service using any Internet browser supported by the Service and otherwise in a Supported Environment. You are solely responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access, or otherwise use the Service, which may include computers or other devices, operating systems, web browsers, payment of third-party fees (such as Internet service provider fees or airtime charges). You shall ensure that the equipment is a Supported



Environment and otherwise complies with the configurations and specifications set forth in the Documentation.

g. Unauthorized Use. You shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify Mindjet promptly of any such unauthorized access or use.

h. Additional Restrictions on Use. In addition to the use restrictions set forth in the Mindjet User Agreement, You shall not: (i) make the Service available to anyone other than Account Members and Account Guests; (ii) access the Service by any means other than those provided by Mindjet for use in accessing the Service; (iii) access the Service for purposes of monitoring the Service's availability, performance, functionality, or for any other benchmarking or competitive purpose; (iv) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (v) upload any file containing viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs into the Service or use the Service to store or transmit any such file; and (vi) interfere with or disrupt the integrity or performance of the Service; or (vii) attempt to gain unauthorized access to the Service, their related systems, or networks. ‘

5. SUPPORT AND SERVICE LEVEL AGREEMENT.

a. Support. As part of the Service, Mindjet provides free online technical support services for the Service as described at www.mindjet.com/us/support/support_center/index.php.

b. Service Level Agreement. For any paid Account, System Availability (as defined below) of the Service shall be at least 99% over any calendar month during the Subscription Term for such Account. Should Mindjet fail to achieve 99% System Availability in each of two (2) consecutive calendar months, an Account Owner shall have the right to terminate his or her Account for cause, in which case Mindjet will refund to the Account Owner any prepaid fees for the remainder of the Subscription Term after the date of termination. Claims under this Section 5.b must be made in good faith and by submitting a support case to Mindjet's Customer Support Team within ten (10) business days after the end of the relevant period. "**System Availability**" as used in this Section 5.b for any period means the percentage of total time during which the Service is available, excluding: (i) scheduled unavailability of the Service during periods Mindjet will publish on Mindjet's website from time to time; (ii) unavailability of the Service outside of scheduled downtime hours due to the application of urgent patches or fixes or other urgent maintenance; or (iii) unavailability of the Service caused by (A) use of the Service other than in accordance with this Agreement or the Documentation, (B) use of the Service other than in a Supported Environment for such Service; (C) modification, alteration or addition to the Service by any person other than Mindjet or its authorized representative, (D) viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs introduced by the act or omission of a User or a third party, (E) defects, problems or failures caused by any Your network or internet service or other equipment or software not supplied by Mindjet; and (F) other events outside of the reasonable control of Mindjet, such as force majeure events.



6. ADDITIONAL CONTENT PROVISIONS.

a. Content. You understand that all Content which You have access to as part of, or through your use of the Service, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. You should be aware that Content presented to You as part of the Service may be protected by intellectual property rights. Unless You have been specifically told that You may do so by Mindjet or by the owners of that Content in a separate agreement, You may use such Content only in the context of the Service and may not otherwise use such Content or modify, rent, lease, loan, sell, distribute or create derivative works based on such Content. You understand that by using the Service, You may be exposed to Content that is offensive, indecent or objectionable. You represent and warrant that your use of the Service and Content complies with all local rules regarding online conduct and acceptable Content, including without limitation all applicable laws regarding the transmission of technical data exported from the United States or the country in which You reside. You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT, WHETHER CAUSED BY VIRUS OR OTHERWISE. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, MINDJET SHALL NOT BE LIABLE FOR ANY UNAUTHORIZED USE OF ANY CONTENT OR ANY USE OF THE SERVICE TO DEVELOP, DISTRIBUTE, OR USE ANY MATERIAL THAT IS DEFAMATORY, (SLANDEROUS, LIBELOUS, OR OBSCENE, THAT PORTRAYS ANY PERSON IN A FALSE LIGHT, THAT CONSTITUTES AN INVASION OF ANY RIGHT TO PRIVACY, OR AN INFRINGEMENT OF ANY RIGHT TO PUBLICITY, THAT VIOLATES OR INFRINGES ANY THIRD PARTY'S RIGHTS, OR THAT VIOLATES ANY FOREIGN, FEDERAL, STATE, OR LOCAL STATUTE, OR REGULATION.

b. Hosted User Content. Mindjet shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of your Hosted User Content. Mindjet shall not (i) modify your Hosted User Content; (ii) disclose your Hosted User Content except as compelled by law; or (iii) access your Hosted User Content except to provide the Service and prevent or address service or technical problems, at your request, in connection with customer support matters, or as otherwise provided for in this Agreement. You understand that the technical processing and transmission of the Service, including your Hosted User Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks and devices. You understand that the Service may include security components. You agree not to attempt to override or circumvent any of the usage rules or security features embedded into the Service. You agree that Mindjet has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service.



7. **LIMITED WARRANTY.** Mindjet warrants to the Owner of any paid Account that, during the applicable Subscription Term, the Service shall perform substantially in accordance with the Documentation and will be provided in a manner consistent with generally accepted industry standards. Any warranty claim or liability is excluded where such claim or liability arises out of: (i) use of the Service other than in accordance with this Agreement or the Documentation; (ii) use of the Service other than in a Supported Environment for such Service; (iii) modification, alteration or addition to the Service by any person other than Mindjet or its authorized representative; (iv) viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or program introduced by the act or omission of a User; (v) defects, problems or failures caused by any Your network or internet service or other equipment or software not supplied by Mindjet; and (vi) other events outside of the reasonable control of Mindjet, such as force majeure events. You must notify Mindjet of any breach of its warranties within thirty (30) calendar days from the performance of the relevant Service in order to receive warranty remedies. For breach of the express warranty set forth above, to the extent not already covered by support pursuant to this Agreement, your sole and exclusive remedy shall be for Mindjet to use commercially reasonable efforts to correct any documents or reproducible errors and defects to make the deficient Service perform substantially in accordance with the Documentation, and, if Mindjet is unable to make the deficient Service perform substantially in accordance with the Documentation after such commercially reasonable efforts, to discontinue your use of the Service and terminate your Account. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, MINDJET DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE SERVICE, AS PROVIDED IN SECTION 8.C AND 8.D OF THE MINDJET USER AGREEMENT.

8. **ADDITIONAL TERMINATION PROVISIONS.**

a. **Termination for Convenience.** In addition to the termination rights set forth in the Mindjet User Agreement, You may terminate your use of the Service at any time, which shall become effective upon Mindjet's receipt of notice from You. If You are an Account Owner and should desire to terminate your Service You will need to terminate the applicable Account. In such event, please contact Mindjet Customer Support Team, who will terminate future automatic renewals and charges. You acknowledge and understand that Mindjet will not refund You any pre-paid fees for any unused portion of your Subscription Term in the event of termination for convenience. In addition, if You have not fully paid for the then-current Subscription Term, upon termination for convenience any fees owed for the remainder of the Subscription Term will become immediately due and payable.

b. **Effect of Termination.** Termination of the Service includes removal of your access to all offerings within the Service and barring of your further use of the Service. Mindjet may further delete your password and all your information, files, and Hosted User Content associated with or inside the applicable Account (or any part thereof). Note that if the use of the Service for an Account Owner is terminated, such Account Owner's Account applicable to such Service will be terminated, affecting all Account Members within such Account. If You are an Account Owner, in the event of termination of your Account for any reason (other than by reason of breach by of this Agreement by You or your Account Members), Mindjet will make available to You a file of the Hosted User Content in your Account for a period of time in accordance with



Mindjet's then-current data retention policy. Upon expiration of this period, or in the event of termination of your Account by reason of breach by You or Your Account Members, Mindjet shall have no obligation to maintain or forward any of your Hosted User Content. Mindjet may charge a separate fee for the return of Hosted User Content in certain circumstances. Mindjet will only provide Hosted User Content to Account Owners following termination of an Account.

c. **Right to Suspend Access.** Mindjet reserves the right to suspend access to the Service by the Account Owner or any Account Member immediately without the requirement of notice (i) in order to comply with applicable law or regulation, court order or other governmental request requiring immediate action, (ii) to prevent interference with, damage to or degradation of the Service, (iii) to prevent liability or damage to Mindjet, or (iv) if the Account Owner fails to make timely payments or during any period when the Account Owner or any Account Member is otherwise in breach of this Agreement.

9. ADDITIONAL PRIVACY PRACTICES. In addition to the privacy practices described in Section 12 of the Mindjet User Agreement, Mindjet collects the following information in order to provide You with the Mindjet web app service:

a. At your option, You may post additional profile information in a Mindjet web app account. If posted, this information will be viewable by any other account member or account guest in the same Mindjet web app account. Posting additional information is optional, not mandatory. Mindjet will not make use of this information.

b. At your option, You may import third-party contact information into Mindjet web app in order to facilitate easier sharing of content that You store and edit in Mindjet web app. This information will be viewable only by You – other account members or account guests in the same account will not have access to this information. Mindjet will not make use of this information.

10. WARRANTY FOR OWNERS RESIDING IN A MEMBER STATE OF THE EUROPEAN COMMUNITY. If You are an Owner located in a Member State of the European Community, and You usually reside in such a country, then Section 7 of these Mindjet web app Product Terms (Limited Warranty) and Section 8 of the Mindjet User Agreement (Warranties; Disclaimer of Warranties) do not apply. Instead, Mindjet warrants for the Subscription Term of any paid Account that the Service provides the functionalities set forth in the Documentation (the "agreed upon functionalities"). Non-substantial variation from the agreed upon functionalities shall not be considered and does not establish any warranty rights. To make a warranty claim, You must discontinue use of the Service and provide proof of purchase to the location where You obtained it. If the functionalities of the Service vary substantially from the agreed upon functionalities, Mindjet is entitled – by way of re-performance and at its own discretion – to repair the Service. If this fails, You are entitled to a refund for any prepaid fees for the remainder of your Subscription Term after the date of termination.

11. FREE PRODUCTS. Trial subscriptions, Reader Accounts, and use of the Service by Account Guests are all Free Products as defined in the Mindjet User Agreement, and notwithstanding Sections 7 and 10 of these Mindjet web app Product Terms, to the maximum



extent permitted by applicable law are provided “as is” and “as available”, with all faults and without warranty of any kind.