

MINDMANAGER ENTERPRISE END USER LICENSE AGREEMENT

Dated: October 2015

These license terms are an agreement between You and the Mindjet Affiliate applicable to You (as defined below). They apply to the software that accompanies these license terms, which includes the media on which You received it, if any (collectively, the "**Software**"). The terms also apply to any Mindjet updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items. If so, those terms apply.

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:
UK or Ireland:
Japan:
France:
Australia, New Zealand:
Anywhere else, including the United States:

Mindjet GmbH
Mindjet (UK) Ltd.
Mindjet Co. Ltd. (KK)
Mindjet SARL
Mindjet Pty. Ltd.
Mindjet LLC

BY CLICKING ON THE "ACCEPT" BUTTON OR SIMILAR BUTTONS OR LINKS AS MAY BE DESIGNATED BY MINDJET, BY DOWNLOADING, INSTALLING, ACCESSING OR USING THE SOFTWARE YOU AGREE TO BE BOUND BY THE TERMS OF THIS MINDMANAGER ENTERPRISE END USER LICENSE AGREEMENT ("**EULA**"). "**YOU**" MEANS THE NATURAL PERSON OR THE ENTITY THAT IS AGREEING TO BE BOUND BY THIS EULA. YOU SHALL BE LIABLE FOR ANY FAILURE BY ANY USERS (AS DEFINED BELOW) TO COMPLY WITH THIS EULA. IF YOU COMPLY WITH THIS EULA, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

Mindjet reserves the right to modify, add to, change, or remove ("**Modification(s)**") any part of this EULA at any time, and such Modification(s) will become effective upon notice to You. Mindjet will notify You by posting notice of the Modification(s) on Mindjet's website, and/or by notifying You by email at the email address provided by You, if any, and You consent to Mindjet sending such notifications of Modification(s) to this EULA by posting notice on Mindjet's website or delivery to your email address. Except as outlined above, all Modifications to this EULA will be effective when posted (or after a notice is sent to your email address), and your continued use of the Software after the sending of such notice will constitute your acceptance of, and your agreement to be bound by, those Modification(s). If You do not agree to (or cannot comply with) this EULA, your sole remedy is to stop using the Software.

1. LICENSE GRANT AND USE RIGHTS FOR THE SOFTWARE.

a. **License Grant.** The Software is licensed, not sold to you. Mindjet reserves all rights not granted to you. Subject to this EULA and payment of the applicable license fees Mindjet hereby grants each User a non-exclusive, non-transferable license, without rights to sublicense, to use the object code of the licensed Software as described in the Documentation in a Supported Environment for the License Term (as defined below). Unless an Alternative Licensing Model is provided for in the Ordering Document, these license terms permit, for each and every license granted, the installation and use of the Software by one (1) User on an unlimited number of computers (including operating instances and servers) for such User's sole use for the License Term. A **User** means a named employee, third party contractor or other individual authorized by You to use the Software for the License Term; or subsequent named User(s), if any, pursuant to section 12.b.

Documentation means documentation that is generally provided to You by Mindjet for the Software, 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 Software. You may use and copy, but not exploit or distribute, for reference purposes only, the Documentation accompanying the Software in connection with permitted uses of the Software. A **Supported Environment** means the environments supported by Mindjet for the Software, currently set forth at <http://mindjet.com/support/product-resources/system-reqs>. An **Alternative Licensing Model**, as used herein, shall mean any other grant of rights for installation and use including, but not

limited to, an unrestricted site license, a site license with maximum user cap, or device license as set forth in an Ordering Document; for each device license used in conference rooms, training centers or other educational institutions, subject to this EULA and payment of the applicable license fees, Mindjet hereby grants You a non-exclusive, non-transferable license, without rights to sublicense, to install the object code of the Software on one (1) device for training or internal business use, and as described in the applicable documentation, for the License Term for an unlimited number of Users. An **Ordering Document** means a document (such as purchase confirmations, product certificates, negotiated contracts) provided by or entered into by and between You and Mindjet which states what versions of the Software are being purchased, the number of Users, fees and payment terms, and any additional terms and conditions regarding installation and use of the Software which may amend or modify the terms set forth herein; any varying or additional terms set forth in a purchase order or other written notification or document issued by You shall have no effect regardless of whether or not such purchase order or other document constitutes the Ordering Document for the Software.

b. **Assignment of User License.** If You are an Owner who has purchased multiple User licenses for use by your Users, You may reassign a User license from one User to another User, only if: (i) the original User's relationship with You has been terminated; (ii) the original User relationship with You has been transferred to a non-licensed department within your legal entity; (iii) once every one hundred eighty (180) calendar days; or (iv) upon Mindjet's prior written approval or as set forth in the Ordering Document for the licensed Software.

c. **License Term.** Your **License Term** means the period commencing upon delivery by Mindjet to You of the Software, unless a different commencement date is agreed and defined in the applicable Ordering Document, and continuing until expiration of the subscription term set forth in the applicable Ordering Document ("**Subscription Term**"), subject to earlier termination as provided in this EULA, or if no Subscription Term is set forth in the applicable Ordering Document, the License Term is perpetual ("**Perpetual License**"). Unless otherwise specified in the Ordering Document, the initial Subscription Term is one (1) year commencing from the date of your purchase of the Software or, if applicable, the date of your renewal of a Subscription Term. You may have the option to extend a Subscription Term or convert a Subscription Term to a Perpetual License. If You extend a Subscription Term, You may continue using the Software until the end of your extended Subscription Term. After the expiration of your Subscription Term, You are legally obligated to discontinue your use of the Software, remove and/or destroy the Software. Mindjet reserves the right to require certification of the removal and/or destruction of the Software. When your Subscription Term ends, Included MSA services (defined below) will also be terminated.

d. **Installation and Use Rights.** You may copy the Software in machine-readable form solely for cold back-up or archival purposes only. You may copy and use images, clip art, animations, sounds, music, shapes, video clips and templates provided with the Software and identified for such use solely in maps that You create or amend.

e. **Title.**

i. **Content.** You own the Content that You create or store within the Software ("**User Content**"). Mindjet has no ownership rights in or to your 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 comply with applicable laws and conform to the Mindjet Content Standards at: <http://www.mindjet.com/legal/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 Software is solely your responsibility. You are responsible for all Content uploaded, posted, shared, displayed or otherwise made available using the Software (even when Content is made available by other Users or others who have access to the Software). **Content** means data, information, material or other content, including, maps, contacts, files, to which You have access as part of, or through your use of the Software.

ii. **Mindjet Intellectual Property.** Mindjet retains all rights, title, and interest in and to the Software and its Documentation 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. You may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings on the Software and its Documentation. You are not granted any rights

to any trademarks or service marks of Mindjet. Mindjet retains all rights not expressly granted to You in this EULA.

iii. Feedback; Technical Information. Any feedback or ideas You provided to Mindjet regarding the Software 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 do 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.

2. ADDITIONAL LICENSING RESTRICTIONS.

a. Use Restrictions. You may use the Software only as expressly permitted in this EULA, unless more rights are given under applicable law. You may not:

- modify or create derivative works based upon the Software;
- create, develop, license, install, use, or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights to work around any technical limitations in the Software and the terms of this EULA;
- reverse engineer, decompile or disassemble the Software, or otherwise attempt to derive source code from the Software, in whole or in part except and only to the extent that applicable law expressly permits;
- make more copies of the Software than specified in this EULA or allowed by applicable law;
- publish the Software for others to copy;
- use the Software in any way that violates applicable law;
- sell, license, sublicense, distribute, rent, lease, or lend the Software or otherwise transfer in whole or in part the Software or the license key to the Software to another party, except as otherwise set forth herein; or
- use the Software for commercial software hosting services.

b. No Downgrade Right. The rights granted in this EULA do not include the right to use a previous version of the Software than the purchased version (a “**Downgrade Right**”). Downgrade Rights may only be obtained through the purchase of MSA (defined below) for the Software.

c. Reporting. You will maintain accurate records as to your use of the Software, for at least two (2) years from the later of the last day on which support services or the expiration of the License Term of the Software. During such period, You will provide in a timely manner and upon request of Mindjet a report verifying your compliance with this EULA. Mindjet may request such a report at most once a calendar year.

d. Audit Right. Mindjet may audit, at its own expenses, your compliance with regards to the use rights of the Software. 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 demonstrates your noncompliance with this EULA, Mindjet will invoice You and You shall promptly pay for any noncompliant Software licenses at the rate of the then-current Mindjet Suggested Retail Price. If the number of non-compliant Software licenses exceeds five percent (5%) of the total amount of licenses reported, the reasonable costs for the audit shall be borne by you.

3. ORDER; PAYMENT TERMS.

a. Orders. All orders for the Software are subject to this EULA and shall be documented in an Ordering Document. Ordering Documents do not have to be signed to be valid and enforceable. Your order will be deemed accepted upon the earlier of delivery of the Software as provided in section 1.b or issuance by Mindjet of an invoice for your purchase. You agree that any order of the Software is neither contingent on the delivery of future functionality or features nor dependent on oral or written public comments made by Mindjet regarding future functionality or features.

b. Fees. Fees for the Software shall be in the amounts agreed in the applicable Ordering Document. If no amount is set forth in the applicable Ordering Document, fees will be Mindjet's then current Mindjet suggested retail price for the Software. You are responsible for paying the fees for the Software.

c. Billing. Unless otherwise provided in the Ordering Document, (i) fees for a Perpetual License to the Software shall be invoiced in advance for the full amount for the Perpetual License, and (ii) fees for a Subscription Term to the Software will be invoiced in advance for the full amount for the purchased term. If the Ordering Document for a Subscription Term provides for monthly or other periodic payments such that more than one payment is made for the fees due for the purchased term, such payments are installment payments and do not relieve You from liability to pay for the full Subscription Term.

d. Renewal of Subscription Terms. A Subscription Term will be automatically renewed annually for one (1) year terms and You will be charged or invoiced unless You notify Mindjet at least thirty (30) days prior to the renewal date that You do not wish to renew. Mindjet may modify fees for any renewal Subscription Term upon thirty (30) days' prior written notice; provided that any increase in fees noticed during a Subscription Term shall not take effect until the beginning of the renewal Subscription Term. Payment must be made on time to avoid a lapse in the Subscription Term and any support services as set forth in section 4.

e. Payment. Invoiced charges are due net thirty (30) calendar days from the invoice date. Unpaid invoices 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 Ordering Document. Mindjet will store your payment information (e.g., credit card number) so that it can charge You for the Software in accordance with your payment choice. Mindjet encrypts such credit card information using standard encryption technology. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however and 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 Affiliates. Such processing, storage, and transmission shall be conducted in accordance with Mindjet's Privacy Policy, available at: <http://www.mindjet.com/legal/privacy-policy/>

f. No Refunds or Credits. All orders for the Software are non-cancellable and all fees are non-refundable. If You terminate a Subscription Term prior to expiration, You acknowledge and understand that Mindjet will not refund any pre-paid fees or give credits to You for any unused portion of your Subscription Term. In addition, if You have not fully paid for the then-current Subscription Term, upon termination any fees owed for the remainder of the term will become immediately due and payable. For warranty terms please see section 8.

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 Software. 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 so that Mindjet will receive amounts due hereunder in full free of any deduction for such tax. For non-business customers with ship to addresses in the European Community, VAT shall be included in Mindjet's fees. You confirm that Mindjet can rely on the "ship to" name and address set forth in the 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 Ordering Document as being the place of supply for VAT purposes.

4. SUPPORT SERVICES.

Mindjet provides free online support services for the Software as described at www.mindjet.com/support-info. Mindjet provides additional support services, including, but not limited to, telephone support, Product Upgrades and Product Updates for an additional fee (hereinafter, "**Mindjet Software Assurance and Support**" or "**MSA**"). A Subscription Term to the Software includes MSA. A Perpetual License to the Software without MSA includes Patches but does not include Product Upgrades or Product Updates. As referred to herein, **Product Upgrades**, **Product Updates**, and **Patches** are defined in the *Mindjet Product Releases and Maintenance Policy*: <http://www.mindjet.com/support/product-resources/maintenance-policy>. MSA services are described at http://download.mindjet.com/static/pdf/eng/legal/EN_Guide_MSA_2013.pdf. Legal terms related to MSA

services are set forth at http://download.mindjet.com/static/pdf/eng/legal/EN_Terms_MSA_09.2013.pdf ("**MSA Terms and Conditions**") and are hereby incorporated by reference. By accepting this EULA, if You elect to purchase MSA, You are also accepting the MSA Terms and Conditions which may be updated from time to time by Mindjet. In particular, please note that by purchasing MSA, You consent to Mindjet automatically renewing your MSA subscription annually and invoicing You (or charging your credit card, as applicable) annually for such renewal. Except as otherwise provided at the time of download or provision by Mindjet, any supplemental software code or related materials that Mindjet provides You as part of any support services, paid or otherwise, are to be considered part of the Software and are subject to this EULA. Mindjet may use any technical information You provide to Mindjet for any Mindjet business purposes, without restriction, including for product support and development.

5. INDEMNIFICATION.

You agree to indemnify and hold Mindjet and Mindjet 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 or stored by You and your Users, (b) use of the Software by You or one of your Users, (c) violation of this EULA by You or one of your Users, or (d) infringement, misappropriation or violation by You or one of your Users of any intellectual property or other rights of another person or entity. Notwithstanding the foregoing, You will not be required to indemnify Mindjet or Mindjet Affiliates for damages arising solely from the negligence or willful misconduct of Mindjet or Mindjet Affiliates.

6. UNITED STATES GOVERNMENT USERS.

The Software 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 Software and related Documentation are licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein and Unpublished rights reserved under the copyright laws of the United States.

7. THIRD PARTY MATERIALS, SITES AND RESOURCES

a. **Third Party Resources.** The Software may display, include or make available content, data, information, applications or materials provided by third parties ("**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 Software, You acknowledge and agree that 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 Software, Mindjet may cease providing such Software features without entitling You to any refund, credit or other compensation.

b. **No Additional Liability for Third Party Services and Materials.** In addition, content, data, information, applications or materials provided by third parties ("**Third Party Services**") and Third Party Materials that may be accessed from, displayed on or linked to from the Software 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.

8. LIMITED WARRANTY.

a. Mindjet warrants that the media on which the Software is distributed, if applicable, will be free from defects, and that the Software shall conform substantially to the description in its Documentation when used in a Supported Environment for the first thirty (30) days of the License Term, unless otherwise required by applicable law. If the media is defective, your sole remedy in the event of a breach of this warranty will be that Mindjet will replace any defective media returned to Mindjet within the warranty period. If the Software does not substantially conform to the description in its Documentation, your sole remedy will be that Mindjet shall, at its option and its sole discretion, correct the defects in the Software or replace the defective licensed software, and, if Mindjet is unable to make the deficient licensed software substantially conform to the description in its Documentation after such commercially reasonable efforts, to discontinue your use of the licensed software and terminate your license to the Software provided that: (a) the Software has been properly installed and used at all times and in accordance with the instructions in its Documentation; (b) no modification, alteration, or addition has been made to the Software product by persons other than Mindjet or its authorized representative; and (c) Mindjet receives written notice of the non-conformity within the warranty period. This is your sole and exclusive remedy for a breach of this limited warranty and Mindjet's sole and entire liability. The foregoing excludes Software made available by Mindjet at no charge, including without limitation the MindManager Reader, any trial or NFR (not for resale) license or subscription or "reader" or "guest" account, which are provided "as is" and "as available" with all faults and without warranty of any kind to the maximum extent permitted by applicable law. EXCEPT FOR THE PRECEDING EXPRESS LIMITED WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAW, MINDJET AND ITS LICENSORS PROVIDE THE SOFTWARE WITHOUT ANY WARRANTIES OF ANY KIND. THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS EULA, OR COMMUNICATION WITH YOU INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. MINDJET DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. THE SOFTWARE 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.

b. High Risk Activities. Your use of the Software in any application or situation where failure of the Software could lead to death or serious bodily injury of any person, or to severe physical or environmental damage including aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems shall be at your own risk and Mindjet does not guarantee that the Software will be fault-tolerant or error free or operate uninterrupted during such situations. MINDJET EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

9. LIMITATION ON AND EXCLUSION OF DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAW, YOU CAN RECOVER FROM MINDJET, ITS LICENSORS, AND ITS RESELLERS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE (OR IN THE CASE OF A FREE PRODUCT, TO \$50.00). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, COST OF COVER

FOR SUBSTITUTE GOODS, ANY OUT OF POCKET COSTS, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES 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. This limitation applies to: (i) anything related to the Software, services, content (including code) on third party Internet sites or third party programs; and (ii) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if: (A) any remedy fails of its essential purpose; (B) Mindjet, its licensors, and resellers knew or should have known about the possibility of the damages; or (C) Mindjet, its licensors, and resellers have been advised of the possibility of such damages. Some countries and states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

10. PUBLICITY.

Mindjet may use your name and logo (if any) on client lists in various forms (e.g., printed, online, etc.) and in other marketing and sales collateral, for the sole purpose of identifying You (or your employer, as applicable) as a customer of Mindjet. In any use of your name or logo, Mindjet will comply with any logo 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 press releases and other marketing and sales collateral in any form (e.g., print, audio, video, and other formats) that pertain to your use of Mindjet products or services. Mindjet may publish and freely distribute all such information, quote(s), or input. Mindjet will never broadly publish any personally identifiable information 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.

11. DEPLOYMENT.

a. Deployment. You may deploy the Software within your legal entity and any of your Affiliates (defined below) provided that: (i) such deployment is made only within the region in which You purchased the Software (see the second paragraph of this EULA for a description of the applicable regions); and (ii) the Affiliate at which the Software is deployed accepts and agrees to comply with all of the terms of this EULA. Any attempt to deploy the Software in violation of this section shall be void. An **Affiliate**, with respect to your legal entity, shall mean another legal entity that controls, is controlled by, or is under common control with, your legal entity. **Control** for this purpose shall mean 50% or greater voting power.

12. TERM AND TERMINATION.

a. Term. This EULA shall be effective upon your acceptance, pursuant to the third paragraph of this EULA, and expire upon expiration of the License Term, including any renewal terms (collectively, the "**Term**").

b. Termination. Mindjet may terminate this EULA immediately and without notice if You fail to comply with any term of this EULA.

c. Effect of Termination. In the event of termination, You must destroy all copies of the Software, its Documentation, and any license key provided to you. In addition, You must remove all copies of the Software, including all back-up copies, from any and all servers, computers, and terminals on which it is installed. Mindjet reserves the right to request You to certify in writing such destruction and removal of the Software. Any provision of this EULA that requires or contemplates execution after termination or expiration of this EULA shall survive, including, but not limited to sections: 6 (Indemnification), 8 (Limited Warranty), 9 (Limitation and Exclusion of Damages), 12 (Term and Termination), 13 (General), and 14 (Special Provisions for Residents of Member States of the European Economic Community).

13. GENERAL.

- a. Entire Agreement. This agreement (including the warranty above), any addendum or amendment thereto, including the Ordering Document and/or the MSA Terms and Conditions (if applicable) constitute the entire agreement for the Software and support services and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, including any standard terms and conditions set forth in a purchase order.
- b. Headings. Headings under this EULA are intended only for convenience and shall not affect the interpretation of this EULA.
- c. Waiver and Modification. No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. This EULA may only be modified pursuant to the fourth paragraph of the EULA or by an Ordering Document.
- d. Severability. If any provision of this EULA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this EULA will not be affected.
- e. Export Restrictions. The Software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end users, and end use.
- f. Personal Data. You acknowledge and agree that Mindjet's provision of the Software and any support services to You may require Mindjet to process or store your personal data and to transmit such data internally within Mindjet or to Mindjet 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 hereunder and may take place in any of the countries in which Mindjet and Mindjet Affiliates conducts business, which may include countries outside of the European Economic Area. 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. Further, any personally identifiable information You provide to Mindjet will be process and stored in the manner according to Mindjet's Privacy Policy, available at: <http://www.mindjet.com/legal/privacy-policy/>
- g. Governing Law. If You obtained your license in Europe (excluding the UK, Ireland, and France), the Middle East or Africa, this EULA shall be governed by the laws of Germany. If You obtained your license in the United Kingdom or Ireland, this EULA shall be governed by the laws of England. If You obtained your license in Japan, this EULA shall be governed by the laws of Japan. If You obtained your license in France, this EULA shall be governed by the laws of France. If You obtained your license in Australia or New Zealand, this EULA shall be governed by the laws of Australia. If You obtained your license anywhere else, including the United States, this EULA shall be governed by the laws of the State of California. This EULA will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- h. Legal Effect. This EULA 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 acquired the Software. This EULA 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.
- i. Assignment of EULA. Mindjet may assign this EULA in whole or in part. In the event of a merger, acquisition, or sale of the Software by Mindjet or Mindjet Affiliates, your continued use of the Software signifies your agreement to be bound by this EULA, privacy policy, and other policies of the subsequent owner. With Mindjet's written consent, You may assign all of your rights under this EULA to use the Software to another person or legal entity that is not an Affiliate, only if the License Term of the Software is a Perpetual License, provided that: (i) the transfer is only made within the applicable region in which the Software was purchased; (ii) You also transfer this EULA, the Software, and all other software bundled with the Software as acquired by you, including all copies, updates, and prior versions to such person or entity; and (iii) the transferee accepts and agrees to comply with all of the terms of this EULA. Any attempt to assign this EULA in violation of this section

shall be void. Subject to the foregoing, this EULA will be binding upon and will inure to the benefit of the parties' permitted successors and assignees.

j. Force Majeure. A party is not liable for failure to perform the party's obligations (other than payment obligations) if such failure is as a result of an event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of any such event. If such event continues for more than one (1) calendar month, either party may cancel any EULA and/or Ordering Document with respect to services not yet performed or products not yet provided upon written notice.

k. Other. Mindjet, MindManager, and MapsForThat are trademarks of Mindjet, registered in the United States and other countries.

14. SPECIAL PROVISIONS FOR RESIDENTS OF MEMBER STATES OF THE EUROPEAN ECONOMIC COMMUNITY.

a. Limitation of Liability for Users Residing in a Member State of the European Community. If You obtained the Software in a Member State of the European Community, and You usually reside in such a country, then Section 9 (Limitation On and Exclusion of Damages) does not apply. Instead, except as provided in this paragraph, Mindjet's statutory liability for damages shall be limited as follows: (i) Mindjet shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect to damages caused by a slightly negligent breach of a material contractual obligation, and (ii) Mindjet shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation. The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular, to liability caused by wrongful intent or gross negligence, to liability under the German Product Liability Act, to liability for assuming a specific guarantee, or to liability for culpably caused personal injuries. You are required to take all reasonable measures to avoid and reduce damages, in particular, to make back-up copies of the Software and your computer data subject to the provisions of this EULA.

b. Limited Warranty for Users Residing in a Member State of the European Community. If You obtained the Software in a Member State of the European Community and You usually reside in such a country, then Section 8 (Limited Warranty) does not apply. Instead, Mindjet warrants that the Software provides the functionalities set forth in the accompanying Documentation (the "agreed upon functionalities") for the limited warranty period following receipt of the Software when used in a Supported Environment. As used in this subsection, "limited warranty period" means one year if You are a business user and two years if You are not a business user. Non-substantial variation from the agreed upon functionalities shall not be considered and does not establish any warranty rights. THIS LIMITED WARRANTY DOES NOT APPLY TO THE SOFTWARE PROVIDED TO YOU FREE OF CHARGE, FOR EXAMPLE, UPDATES, PRE-RELEASE, TRIAL, THE MINDMANAGER READER, OR THE SOFTWARE THAT HAS BEEN ALTERED BY YOU, TO THE EXTENT SUCH ALTERATIONS CAUSED A DEFECT. To make a warranty claim, during the limited warranty period You must return, at our expense, the Software and proof of purchase to the location where You obtained it. If the functionalities of the Software vary substantially from the agreed upon functionalities, Mindjet is entitled, by way of re-performance and at its own discretion, to repair or replace the Software. If this fails, You are entitled to a reduction of the purchase price (reduction) or to cancel the purchase agreement (rescission).

c. Assignment, Transfer for Users Residing in a Member State of the European Community. If You obtained the Software in a Member State of the European Community, and You usually reside in such a country, then the limitation in section 13 i. (Assignment) (pertaining to transfer of the Software) shall not apply to you.

15. THE SOFTWARE FUNCTIONALITY.

a. Interoperability with other Mindjet applications. The Software interoperates with other Mindjet products. Your use of any other Mindjet product is subject to the Mindjet product terms applicable to such Mindjet product. Interoperability may require that You use the most current version of the Software and any other Mindjet products with which it interoperates.

b. Shared Content Security. You acknowledge that sharing Content with the "Share" functionality in the Software is not intended as a secure means of content transfer. Using this functionality may make the

shared content public in nature by granting access to the content hosted on Mindjet's servers to others, who, in turn, may grant access to the content to other third parties. By using this functionality within the Software, You assume the risk that the content so shared may be discovered by third parties who You did not intend to view the content. The Software's "Share" functionality is not designed for use with materials that are highly confidential in nature.

c. Trial and Conversion. If You receive the Software on a trial basis, your rights to use the Software are limited to the trial period. The length of the trial period is set forth during the activation process, and the trial version may contain a subset of the features and functions of the full version. You may have the option to convert your trial to a Subscription Term or Perpetual License. Conversion options will be presented to You at the expiration of your trial period. After the expiration of any trial period without conversion, most features of the Software will stop running. If the Software is a version that You have converted or exchanged from a valid licensed prior version, You agree that by installing and using the Software, You will no longer use the prior version. Mindjet reserves the right to require certification of the destruction and removal of such previous version of the Software.

d. Upgrade. If You receive an upgrade to the Software pursuant to MSA or purchase of an upgrade license, upon upgrade, this EULA takes the place of the agreement for the Software version You upgraded from and You may no longer use the earlier version of the Software. Mindjet reserves the right to require certification of the destruction and removal of such previous version.

e. NFR Licenses. If You receive the Software pursuant to a Not-For-Resale ("**NFR**") license, You may not re-sell or transfer the license to any third party.

f. MindManager Reader. If You receive the Software as MindManager Reader, you acknowledge that this version may contain a subset of the features and functions of the full version; all functions are read-only.

g. Trial and NFR License Warranty Disclaimer. Notwithstanding Section 8 (Limited Warranty) or Section 14(b) (Limited Warranty for Users Residing in a Member State of the European Community), if You receive the Software on a trial basis or pursuant to a NFR license, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. MINDJET, ITS LICENSORS, AND RESELLERS BEAR NO LIABILITY FOR ANY DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE SOFTWARE.

h. Third Party Readme. The THIRDPARTYREADME is available here:
<http://www.mindjet.com/legal/thirdpartyreadme>.

16. MINDMANAGER ENTERPRISE COMPONENTS.

a. MindManager Server License Grant. Provided you have purchased and Mindjet has offered and delivered to you pursuant to the Ordering Document, either as part of a sale package for MindManager Enterprise or otherwise, a MindManager Server License for MindManager Enterprise, Mindjet hereby grants you, subject to the terms of this EULA and payment of the applicable license fees, a non-exclusive, non-transferable, limited license, without rights to sublicense, to install the object code of such MindManager Server, for the License Term, on as many physical and virtual hardware systems capable of running server software ("Servers") for production, testing, development, and staging environments and the unlimited right for users of Microsoft SharePoint to view maps within MindManager Server. Your SharePoint administrator, not Mindjet, is responsible for properly administrating the MindManager Server, including a User's Editor Privileges.

b. MindManager Editor Privileges. Provided you have purchased and Mindjet has offered and delivered to you pursuant to the Ordering Document, either as part of a sale package for MindManager Enterprise or otherwise, MindManager Editor Privileges, Mindjet hereby grants you User licenses to MindManager and MindManager Linker for SharePoint subject to the license grant set forth in Section 1(a), and the limited right to edit, create, view, and store maps within MindManager Server ("**Editor Privileges**"). Editor Privileges of a MindManager Server User may differ from the privileges within Microsoft's SharePoint application generally.