

## **Mindjet Cloud Product Terms (BETA)**

**Updated: September 2016**

You have been selected to use our beta version of the Mindjet Cloud service (the “Service”), a beta version of a new file storage and online map viewer for business purposes (B2B).

Please note: If You use a third party web-based service (like Zapier) that allows end users to integrate the Mindjet application You have to register and sign on with such third party provider to use the third party platform. Please note that by doing so You only use such third party platform and You will have no access to the features of the Service as provided by Corel, namely files storage, sharing and web viewer.

These Mindjet Cloud Product Terms (Beta) (the “Mindjet Cloud Product Terms”) exclusively apply to the Service.

These Mindjet Cloud Product Terms, together with Your Ordering Document for the Service , constitute the Mindjet Cloud Product Agreement between You and Corel Corporation, 1600 Carling Avenue, Ottawa, Ontario, K1Z 8R7, Canada (“Corel”, “Us”, “We”, or “Our”) with respect to the Service. As used herein, “Agreement” means that Mindjet Cloud Product Agreement.

You are accessing a pre-production version that has not been completely tested in all situations. It is being provided to You strictly on an “AS IS” basis and Corel assumes no responsibility for the timeliness, deletion, failure to deliver, or failure to store any of Your communications, content or data.

We recommend that You periodically back up Your data on a secondary system, hard drive or computer. You are solely responsible for the loss of such data, regardless of the cause. In addition, Corel makes no commitment to continue to provide the Service and may terminate the Service at any time.

BY CLICKING ON THE “ACCEPT” BUTTON OR SIMILAR BUTTONS OR LINKS AS MAY BE DESIGNATED BY COREL, OR BY ACCESSING OR OTHERWISE USING THE 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 SERVICE. IF YOU ARE THE ACCOUNT OWNER, YOU ARE LIABLE FOR COMPLIANCE WITH THIS AGREEMENT BY ALL USERS OF YOUR ACCOUNT.

Corel reserves the right to modify, add to, change, or remove any part of this Agreement at any time, with notice to You. Corel will notify You by posting notice of the changes on Corel's website, and/or by notifying You by email at the email address provided by You during the registration process and You consent to Corel sending such notifications of modifications of this Agreement by posting notice on Corel's website or delivery to Your email address. In case of any material change to this Agreement, Corel will place a link on the login page for Your Corel 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 Service 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 Service.

Notwithstanding the foregoing, Corel 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.

## 1. Definitions.

- a. **"Account"** means with respect to the Service, the Account Member subscriptions to the Service provided to the Account Owner pursuant to the applicable Ordering Document.
- b. **"Account Administrator"** means a User designated by the Owner of an Account as an "account administrator" for that Account.
- c. **"Account Owner"** means the Owner of an Account.
- d. **"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 entity meets these requirements).

- e. **“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 Service.
- f. **“Hosted User Content”** means User Content that You store within the Service.
- g. **“Ordering Document”** means a document that states what Service is being purchased, the fees (if any), and any additional terms and conditions regarding the Service which may supplement or modify the terms set forth in this Agreement including, but not limited to, quotes, purchase orders, or e-commerce store receipts/confirmations.  
  
**“Owner”** means, with respect to the Service, the natural person or entity that purchased the Service (or, in the case of a Free Product, the natural person or entity who obtained the Service).
- h. **“Seat”** means the number of Users allowed per Account. During the beta phase of the Service, customers only a limited number of Seats is available.
- i. **“Service”** means the beta version of the Mindjet Cloud service.
- j. **“Subscription Term”** means the period commencing on the day of delivery by Corel to the Account Owner of the Service and continuing for the term set forth in an Ordering Document, subject to earlier termination or renewal as provided in this Agreement.
- k. **“Supported Environments”** means for the Service the environments supported for the Service as set forth at <http://mindjet.com/support/product-resources/system-reqs>.
- l. **“User”** means, with respect to the Service, 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 Service, as permitted under the terms of this Agreement and the functionality of the Service.
- m. **“User Content”** means Content that You create or store within the Service.

## **2. Registration.**

- a. Registration: In order to obtain use of Service, You will be required to register by creating an Account and establishing a unique username and password. Bots and other automated methods are not permitted for registration purposes.
- b. Your Representations and Warranties: You represent and warrant that You are at least 18 years old, or, the applicable age of majority in the jurisdiction in which You reside.

Additionally, You agree

- i. to provide and maintain true, accurate, current and complete information when You register for the Service.
- ii. Update Your data provided to Corel to keep it true, accurate, current and complete; and
- iii. to open an account only for Yourself and not for any other person; of course, once You open an account for Yourself as an Account Owner, You may invite Users to participate in Your Account.

If You provide any information that is untrue, inaccurate, not current or incomplete, or Corel has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Corel has the right to suspend or terminate Your use of the Service.

- c. 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 agree to immediately notify Corel of any unauthorized use of Your username or password or any other breach of security. Corel will not be liable for any loss or damage that arises as a result of Your failure to comply with this Section.

## **3. Mindjet Cloud.**

- a. Beta Subscription to Service. During the Subscription Term for a free Beta Account to the Service, Corel grants to You a nontransferable, nonexclusive,

worldwide right to access and use the Service for internal business purposes, in accordance with Your Account and subject to these Mindset Cloud Product Terms. You agree that 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 Corel regarding future functionality or features.

- b. Corel Intellectual Property: All right, title, and interest in and to the Service, their documentation, and the 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 Corel and its suppliers and licensors.
- c. Feedback and Technical Information: Any feedback or ideas You provided to Corel regarding the Service or Corel's technology or any suggested improvements thereto will be the exclusive property of Corel. To the extent You own any rights in such feedback or ideas, You agree to assign, and hereby does assign, to Corel all right, title and interest in and to such feedback or ideas. You agree to perform all acts reasonably requested by Corel to perfect and enforce such rights. Corel will reimburse You for direct out of pocket costs incurred in complying with its requests. Corel may use any technical information You provide to Corel in connection with a support request or otherwise for any Corel business purposes, without restriction, including for product support and development.
- d. Modifications to the Service. Corel may continually develop, deliver and provide ongoing changes to the Service in the form of new or modified features, functionality, capabilities and services. In particular during the beta phase, Corel may add or remove features from the Service based on performance or user feedback. Accordingly, Corel reserves the right to modify the Service from time to time in its sole discretion. You agree that Corel shall not be liable to You or to any third party for any modification or temporary suspension of the Service. Some modifications may be provided to You against remuneration subject to an express agreement between Corel and You. In the event Corel adds additional features, functionality, capabilities or services to the Service, Corel may condition the implementation of such modifications on the payment of fees (subject to an express agreement between Corel and You), 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.

#### **4. Limitations and Restrictions.**

- a. Standard Account User Limitations. The Users of the Account are divided into two types: Administrator and Member. Each Administrator or Member in the Account use one Seat. The applicable Ordering Document defines the number of Seats in an Account, and You shall at all times ensure that its use does not exceed the number of Seats. The Account Owner is defined in the Ordering Document and 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 Account Administrators, who will have full access to the functionality of the Service, except for payment obligations, if any, 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).
- 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. Storage and Other Practices and Limits. Corel 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 Ordering Document 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. Corel 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 Corel reserves the right to modify these general practices and limits from time to time.

- d. Communications and Notices. The Service requires that You receive certain communications from Corel 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. Corel may provide You with notices, including those regarding changes to this Agreement, by email or regular mail and Corel may also post such changes within the Service.
- e. Connectivity. The Service is provided by Corel 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.
- f. Unauthorized Use. You shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify Corel promptly of any such unauthorized access or use.
- g. Restrictions on Use. You agree to keep the Service and the technology provided to You and that is not publicly known confidential to Yourself and not to disclose such information to others without Corel's prior written approval. You shall not: (i) translate, modify or create derivative works based upon the Service; (ii) reverse engineer, decompile or disassemble, or otherwise attempt to derive source code, object code, or underlying structure, ideas, or algorithms



of the Service, in whole or in part except and only to the extent that the foregoing prohibition is void under applicable law; (iii) copy the Service, except as expressly permitted by Corel; (iv) sell, license, sublicense, distribute, rent, lease or lend access to or use of the Service, or otherwise transfer in whole or in part access to or use of the Service to another party; (v) remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings on the Service; (vi) make the Service available to unauthorized persons ; (vii) access the Service by any means other than those provided by Corel for use in accessing the Service; (viii) access the Service for purposes of monitoring the Service's availability, performance, functionality, or for any other benchmarking or competitive purpose; (ix) 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; (x) 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 (xi) interfere with or disrupt the integrity or performance of the Service; and/or (xii) attempt to gain unauthorized access to the Service, their related systems, or networks.

## **5. Support and availability.**

- a. Support. As part of the Service, Corel provides free online technical support services for the Service as described at [www.mindjet.com/us/support/support\\_center/index.php](http://www.mindjet.com/us/support/support_center/index.php).
- b. Availability. The Service may from time to time unavailable outside of scheduled downtime hours due to the application of modifications, alteration or addition to the Service patches or fixes or other maintenance. The Service may also be or unavailable due to the use of the Service other than in accordance with this Agreement or due to 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.

## **6. 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 Corel 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 agree not to use or permit the use of the Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability; (c) in any manner that is likely to damage, disable, overburden, or impair the Service or interfere in any way with the use or enjoyment of the Service by others; (d) to introduce any malware or other malicious activity in Your or a User's use of the Service; or (e) in violation of any U.S. denied party-list, embargoed country restriction, export law or regulation. 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, COREL 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. Corel shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Hosted User Content. Corel 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 Corel has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service.

## 7. Disclaimer Of Warranty.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COREL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COREL MAKES NO WARRANTY WITH RESPECT TO PERFORMANCE, SECURITY, CAPABILITY, CURRENTNESS, OR THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL 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 MATERIAL, WHETHER CAUSED BY VIRUS OR OTHERWISE. AS THE SERVICE IS PROVIDED AS BETA VERSION THE SERVICE CONTAINS NO INBOUND OR OUTBOUND VIRUS PROTECTION – YOU NEED TO CAREFULLY MONITOR YOUR SYSTEM FOR VIRUSES BEFORE POSTING MATERIAL IN ANY WORKSPACE WITHIN THE SERVICE OR UPON DOWNLOADING ANY MATERIAL FROM THE SERVICE. UNDER NO CIRCUMSTANCES SHALL COREL BE LIABLE FOR ANY UNAUTHORIZED USE OF THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COREL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE MINDJET CLOUD PRODUCT TERMS.

- b. YOU ALSO ACKNOWLEDGE TO AND FOR THE BENEFIT OF COREL THAT THE SERVICE MAY CONTAIN BUGS AND IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE IN WHICH THE FAILURE OF THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, PHYSICAL OR ENVIRONMENTAL DAMAGE OR FINANCIAL LOSS. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, COREL SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSS SUFFERED AS A RESULT OF SUCH A FAILURE OF THE SERVICE OR A BREACH OF SECURITY INVOLVING THE SERVICE, WHETHER OR NOT SUCH LOSS OR BREACH RESULTS FROM THE DELIBERATE, RECKLESS OR NEGLIGENT ACTS OF ANY PERSON OR MAY HAVE BEEN FORESEEABLE.
- c. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, COREL 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.

- d. THE SERVICE MAY CONTAIN VIEWS, ADVICE, STATEMENTS AND OPINIONS WHICH REPRESENT THE VIEWS, ADVICE, OPINIONS AND STATEMENTS OF THE INDIVIDUAL AUTHORS AND NOT NECESSARILY THOSE OF COREL. COREL DOES NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY VIEW, ADVICE, OPINION, STATEMENT OR OTHER INFORMATION PROVIDED BY SUCH AUTHORS. SUCH VIEWS, OPINIONS, ADVICE, STATEMENTS OR OTHER INFORMATION ARE SOLELY THOSE OF THE AUTHORS AND CANNOT BE ATTRIBUTED TO COREL. RELIANCE UPON SUCH VIEWS, OPINIONS, ADVICE, STATEMENTS OR OTHER INFORMATION SHALL ALSO BE AT YOUR OWN RISK. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, COREL SHALL NOT BE LIABLE TO ANYONE FOR ANY INACCURACY, ERROR, OMISSION, INTERRUPTION, TIMELINESS, INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, COMPLETENESS, DELETION, DEFECT, FAILURE OF PERFORMANCE, COMMUNICATION LINE FAILURE, ALTERATION OR USE OF THE AUTHOR'S WORKS, REGARDLESS OF CAUSE, FOR ANY DAMAGES RESULTING THEREFROM. COREL ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY DAMAGE YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SERVICE.

#### **8. Limitation of Liability.**

TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, COREL SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COREL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE LOSS OF DATA, LOSS OF REVENUE, LOSS OF USE OF THE SERVICE OR: (i) DAMAGES FROM THE USE OR THE INABILITY TO USE THE SERVICE; (ii) DAMAGES FROM THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) DAMAGES FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) DAMAGES FROM

STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) DAMAGES FROM ANY OTHER MATTER RELATING TO THE SERVICE.

## **9. Indemnifications.**

You agree to indemnify and hold Corel and its Affiliates and their respective officers, directors, agents, employees, partners, independent contractors, including but not limited to box.com (uk) ltd., 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 the service 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 corel or its Affiliates for damages arising solely from the negligence or willful misconduct of Corel or its Affiliates.

## **10. Termination Provisions.**

- a. Termination for Convenience. This Agreement is effective until terminated by You or Corel. You may terminate Your use of the Service at any time by written notice, which shall become effective upon Corel's receipt of such written 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 Corel Customer Support Team, who will terminate future automatic renewals.
- b. Effect of Termination. Upon termination all rights to the Services granted to You will immediately terminate and You and Your Users will cease of all use of the Service. Termination of the Service includes removal of Your access to all offerings within the Service and barring of Your further use of the Service. Corel 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), Corel will make available to You a file of the Hosted User Content in Your Account for a period of time in accordance with Corel'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, Corel shall have no obligation to maintain or forward any of Your Hosted User Content. Corel may charge a separate fee for the return of Hosted User Content in certain circumstances. Corel will only provide Hosted User Content to Account Owners following termination of an Account.

- c. Right to Suspend Access. Corel 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 Corel, or (iv) if the Account Owner fails or during any period when the Account Owner or any Account Member is otherwise in breach of this Agreement.

## 11. Privacy.

- a. The Corel Privacy Policy located under <http://www.corel.com/en/corel-privacy-policy/> discloses to You how Corel collects, stores and uses personally identifiable information You may provide to Corel in connection with the Service. You understand that through Your use of the Service, You consent to Corel's collection, storage and use of Your information as described in the Corel Privacy Policy.
- b. Such processing, shall only be to the extent necessary for, and for the sole purpose of, enabling Corel to perform its obligations hereunder and may involve the transfer of Your personal data to Corel and Corel Affiliates and service providers like Box.com (UK Ltd.) located in countries outside of the European Economic Area ("EEA") including the US, which may not have data protection laws equivalent to those in the EEA and You consent to the transfer of your personal data to Corel and Corel Affiliates that may be located in countries outside of the EEA. Further, any personally personal data You provide to Corel will be process and stored in the manner according to Corel's Privacy Policy.
- c. Please note that Corel uses the services of Box.com (UK) Ltd. for the deployment of the Service. The then-current Box privacy policy found at [www.box.com/legal\\_text/privacy\\_policy/en\\_GB](http://www.box.com/legal_text/privacy_policy/en_GB) which identifies how Box

collects, uses and discloses, on a limited basis, information of Users, expressly excluding Content.

- d. At your option, You may import third-party contact information into the Service in order to facilitate easier sharing of content that You store and edit in the Service. This information will be viewable only by any other account member in the same Account. Posting additional information is optional, not mandatory. Corel will not make use of this information..

## **12. Publicity.**

Corel 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 Corel. In any use of Your name or logo, Corel will comply with any reasonable trademark usage guidelines that You may provide and Corel will promptly fix any defect that You bring to Corel's attention. Corel 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 Corel products or services, unless You inform Corel in writing otherwise. Corel may publish and freely distribute all such information, quote(s) or input. Corels 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. Corel is not obligated to publish or otherwise use any information or logo that You may provide. The rights that You grant to Corel are without any fee or royalty.

## **13. Entire Agreement .**

This Agreement and any addendum or amendment thereto constitute the entire agreement between the parties with respect to the subject matter hereof 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.



#### 14. General Provisions

- a. Headings. Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement.
- b. Waiver. No failure of either Party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights..
- c. Severability. If any provision of this Agreement 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 Agreement will not be affected.
- d. Governing Law. This Agreement shall be governed by the laws in force in the Province of Ontario, Canada; and any dispute between You and Corel regarding this Agreement will be subject to the exclusive jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. This Agreement 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.
- e. Legal Effect. This Agreement describes certain legal rights. You may have other rights under the laws of Your state or country. 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.
- f. Assignment of Agreement. Corel may assign this Agreement in whole or in part. In the event of a merger, acquisition, or sale of the software by Corel or Corel Affiliates, Your continued use of the Service signifies Your agreement to be bound by this Agreement, privacy policy, and other policies of the subsequent owner.
- g. Force Majeure. A party is not liable for failure to perform the party's obligations (other than payment obligations, if any) 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 Agreement and/or Ordering Document with respect to services not yet performed or products not yet provided upon written notice.

- h. Export Restrictions. The Service 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 Service. These laws include restrictions on destinations, end users, and end use. You agree by using the Service 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 Service for any purpose prohibited by law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.
- i. Commercial Items. The Service 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 granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.
- j. Government Users. If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the Service constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government User as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.
- k. Other. Mindjet, MindManager, and MapsForThat are trademarks of Corel.