



MINDJET WEB APP PRODUCT TERMS

Updated: August 2013

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 Subscription 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 of delivery to the Account Owner of the access code or web code for the purchased Service 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.