

## XMind Software License Agreement

PLEASE READ THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE XMIND SOFTWARE/APPLICATION (HEREINAFTER "SOFTWARE"). BY USING ALL OR ANY PORTION OF XMIND SOFTWARE, YOU (HEREINAFTER "CUSTOMER") ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY CUSTOMER. THIS AGREEMENT IS ENFORCEABLE AGAINST CUSTOMER. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT USE XMind software.

### **1. Software License and Use Rights**

**I. License Grant.** XMind software is licensed, not sold. Under this Agreement, we grant you the right to install and run XMind software on your current computer device, so long as you comply with all the terms of this Agreement. Upon expiration or termination of the License Term, customer may not use XMind software unless customer has renewed the license.

### **II. License Types**

a. Trial Mode. XMind Software, or portions of XMind Software, that are provided with a serial number designated for valuation purposes or other similar designation (such as "Trial Mode") may only be installed and used on permitted number of compatible computers during the License Term for demonstration and evaluation purposes only, and only if any output files or other materials produced through such use are used only for evaluation purposes, they will not be used in any other way. Customer agrees that XMind may change the way the trial mode is limited at any time and at any time stop support for the trial mode and any output files created by the trial mode, and shall not be liable to customer whatsoever for such change. Access to and use of any output files created with such trial mode is entirely at customer own risk.

b. Personal Subscription. Customer may purchase the personal subscription of XMind Software through our website and authorized third party website. Customer may install and use the personal subscription only on the permitted number of compatible computer during the license term. Ongoing access to a personal subscription requires a recurring Internet connection to activate, renew, and validate the license. If XMind can't validate the license periodically, then XMind software may become inactive without additional notice. Customer agrees that XMind may change the type of software (such as specific components, versions, platforms, languages, etc.) included in the personal subscription at any time and shall not be liable to customer whatsoever for such change.

c. Small & Medium Business Edition (hereinafter "SME"). Customer may purchase the SME of XMind Software through our website and authorized third party website. Customer may install and use the SME only on the permitted number of compatible computer within your company. Activation and occasional validation of customer's license via the Internet will be prioritized. If the license is invalid, XMind software may become inactive without additional notice. Customer agrees that XMind may change the type of software (such as specific components, versions, platforms, languages,

etc.) included in the SME at any time and shall not be liable to customer whatsoever for such change.

d. Volume License Edition (hereinafter "VLE"). Customer may purchase the VLE of XMind Software through our website and authorized third party website. Customer may install and use the VLE only within your company. Customer agrees that XMind may change the type of software (such as specific components, versions, platforms, languages, etc.) included in the VLE at any time and shall not be liable to customer whatsoever for such change.

e. Free Version. Some of XMind's softwares are available for a free download and use. Customers can use the corresponding free features on a freely licensed computer or mobile device for a specific period. Customers agree that XMind may change the features available in the free version and the type of Software included (such as related components, versions, platforms, languages, etc.) at any time and shall not be liable to customer whatsoever for such changes.

**III. Compatible Computer.** The computer refers to portable computer, laptop, and desktop computer with the recommended operating system and hardware configuration as stated in the Agreement.

**IV. Compatible Mobile Device.** The mobile device refers to smartphones, tablets, and etc. with the recommended mobile operating systems and the required versions as stated in the Agreement.

## **2. Restrictions and Requirements**

I. This Agreement is not suitable for XMind software on a terminal server or in any other virtualization environment. You may not allow XMind software to be accessed to other computers through a network connection. A separate license agreement must be entered into with XMind to obtain the right to use XMind software for a virtualization environment.

II. Customer may not modify, port, adapt, translate XMind software, or create derivative works based upon XMind software.

III. Customer may not remove copyright information that appears on or in XMind software.

IV. Customer will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of XMind software.

V. Customer will not publish, rent, lease, sublicense XMind software except as may be expressly permitted herein.

VI. Customer may not use XMind software in a manner that violates all applicable laws and regulations or infringes on any third party's rights.

You understand and agree that XMind has the right to punish any violation of the laws and regulations or the provisions of this Agreement based on reasonable judgment, take appropriate legal action against you as a result of your violation of the laws, and keep the relevant information and report it to the relevant department in accordance with laws and regulations, and you shall assume all the liabilities

arising therefrom. You will be solely responsible for any losses, demands and claims brought against us by a third party due to your violation of this Agreement or the relevant Terms of Service; You should also compensate XMind for the losses resulting therefrom.

### **3. Updates**

I. In order to improve the user experience, enhance features and performance of XMind software, XMind will continue to develop new features and software updates will be provided from time to time.

II. XMind software may automatically check for updates and remind the customer to install updates. By using XMind software, customer agrees that XMind reserves the right to update XMind software or change or limit the functionality of XMind software.

III. If the update is not installed, customer may not receive full benefit of XMind software or XMind software may not perform properly. XMind has no obligation to provide any support to XMind software without the installation of such Updates. Please check for updates and download the latest version.

### **4. XMind ID**

I. In order to access some features of XMind software (such as sharing mind map to XMind online library, activating XMind software etc.), you will have to create an XMind ID. Your XMind ID is very important. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify XMind of any security breach of your Account. You further acknowledge and agree that your XMind ID is designed and intended for personal use on an individual basis and you should not share your Account and/or password details with another individual. Provided we have exercised reasonable skill and due care, XMind shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules.

II. You agree to provide accurate and complete information when you register with XMind, and you agree to update your registration data to keep it accurate and complete. Failure to provide accurate, current and complete registration data may result in the suspension and/or termination of your Account. You agree that XMind may store and use the registration data you provide for use in maintaining your Account.

III. Business and organizational customers can use License Key instead of XMind ID to activate SME, or simply use the customized VLE installer. You are solely responsible for maintaining the confidentiality and security of your License Key or VLE installer, which cannot be shared outside of your company.

### **5. Public Beta**

I. From time to time, XMind software may choose to offer new and/or updated features of the Service (the "Beta Features") as part of a Public Beta Program (the "Program") for the purpose of providing XMind with feedback on the quality and usability of the Beta Features. You understand and agree that your participation in

the Program is voluntary and does not create a legal partnership, agency, or employment relationship between you and XMind, and that XMind is not obligated to provide you with any Beta Features. XMind may make such Beta Features available to Program participants by online registration, providing downloads and or enrollment via the Service.

II. The Beta Features may contain errors or inaccuracies that could cause failures, corruption or loss of data. You expressly acknowledge and agree that all use of the Beta Features is at your sole risk.

III. XMind may or may not provide you with technical and/or other support for the Beta Features. XMind reserves the right to modify the terms, conditions or policies of the Program (including ceasing the Program) at any time with or without notice, and may revoke your participation in the Program at any time.

IV. You acknowledge that XMind has no obligation to provide a commercial version of the Beta Features. As part of the Program, XMind will provide you with the opportunity to submit comments, suggestions, or other feedback regarding your use of the Beta Features. You agree that in the absence of a separate written agreement to the contrary, XMind will be free to use any feedback you provide for any purpose.

## **6. Usage Data Collection**

I. If you choose to allow XMind Software to collect usage data, you agree that XMind may collect, maintain, process and use the relevant information (including but not limited to operating system type and version, version information and commonly-used functions of XMind software, license type, software crash information and error messages etc.) to provide and improve XMind's products and services and provide software updates, product support and other possible services.

II. The customer usage data will be sent to XMind server in an encrypted format. Username, password or other relevant information of third-party accounts (such as Evernote and Biggerplate) that are bound in XMind Software will not be stored locally, be collected and uploaded to XMind server.

You can disable automatically sending usage data by unchecking "Preferences > Share Analytics" at any time. SME and VLE softwares will not collect usage data automatically, hence will not provide related settings.

III. When you use the sharing function of XMind software, some features (such as sharing to third-party social platform, generating shareable links, etc.) may need to upload your files to XMind server. XMind will not collect, store and share username, password or other relevant information of third-party social platform.

IV. XMind software uses a special method to encrypt output files. Customer understands and agrees that XMind can't provide password recovery, decryption or other services. You are solely responsible for maintaining the confidentiality and security of your encrypted documents and for all actions that occur on your encrypted file. XMind shall not be liable for any loss caused by corruption or password forgetting of the encrypted file.

## **7. Customer Feedback**

You have no obligation to provide XMind with suggestions and feedback. However, if you submit feedback to XMind, while you retain ownership of such Feedback, you hereby grant XMind a perpetual, irrevocable, transferable, unlimited license under all of your Intellectual Property Rights to use and otherwise exploit your Feedback for any purpose world-wide. Further, by submitting Feedback, you represent and warrant that your Feedback does not contain the confidential or proprietary information of you or of third parties.

## **8. Third-Party Software and Technology**

I. XMind software may use third-party software or technology (such as open source development framework and public plug-ins, etc.), which has been legally authorized.

II. Any dispute arising from Customer's use of third party software or technology in XMind software shall be settled by the third party. XMind doesn't guarantee and assume any direct or indirect liability for any open source materials contained within XMind software.

## **9. Disclaimer**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF XMind software IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. XMIND DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF XXMIND SOFTWARE THAT THE FUNCTIONS CONTAINED IN XMind software WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF XMind software WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN XMind software WILL BE CORRECTED. INSTALLATION OF THIS SOFTWARE MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY SERVICES. YOU FURTHER ACKNOWLEDGE THAT XMind software AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, XMind software OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. SHOULD XMind software PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. 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.

## **10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China. Customer and XMind shall try to settle the dispute that relates to or arises in connection with this Agreement or in the execution thereof amicably through negotiation. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.