MindView Windows and macOS – End User License Agreement

These are the Terms of the End User License Agreement (Agreement) that govern Your rights to use the Product and the free trial of the Product. This Agreement, unless explicitly stated, also govern any additional features that may be added to the Product.

BY ACCEPTING THIS AGREEMENT, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. DEFINITIONS

"MatchWare" means the MatchWare company described in Section 13.3 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"Product" means the desktop versions of MindView for Windows and MindView for macOS and included services such as MindView Drive, MindView Assist and Public Maps.

"Subscription" means a subscription such as MindView Suite Subscription, Educational Subscription, or Enterprise Subscription purchased from MatchWare, which defines how many users are allowed to access the Product for the period of time covered by the Subscription.

"Free Trial" means the Product made available by MatchWare for testing purposes without any expense to You for a designated period of time. MatchWare reserves the right to determine the length of the trial period and to change the feature offering made available during such trial period.

"User Guide" means the online User Guide for the Product, as updated from time to time.

"Third Party Applications" mean any external applications that the Product is dependent on to perform specific functions such as, but not limited to, screen sharing and data management systems.

"You" or **"Your"** means you or the entity you represent by your acceptance of this Agreement.

"Your Data" or **"Content"** means documents created by You with the Product and electronic data or information submitted by You using included services.

2. USE OF THE PRODUCT

2.1 Subscription-Based Software License

If the Product is provided to You through a Subscription such as, but not limited to, a MindView Suite Subscription, subject to Your compliance with the Terms of this Agreement and the Terms of Service for the Subscription, MatchWare grants You a non-exclusive license to install and use the Product as long as Your Subscription is valid and used in accordance with the number of licenses purchased. Your Subscription lets You use the Product on multiple devices, but only one device at a time.

The Subscription can be reassigned to another user, but not within 90 days of the last assignment, so long as there is no possibility of it being used by more than one person.

2.2 Device-Based License

MatchWare grants You a non-exclusive license of the Product subject to the Terms in this Agreement.

Prior to using the license to the Product You must assign it to a device, which becomes the "licensed device". A hardware partition, blade, external hard drive, Flash drive etc. is considered to be a separate device.

You may install and use one copy of the Product on the licensed device. Further, the primary user of the licensed device may install and use another copy of the Product on a second device.

The Product license can be reassigned to another computer or user, but not within 90 days of the last assignment, so long as there is no possibility of it being used by more than one person. However, in the event of a permanent hardware failure, it can be reassigned sooner.

When using Remote Desktop technologies You may access and use the Product provided that only the primary user of the device hosting the remote desktop session accesses and uses the Product with a remote access device. You are not permitted to use the Product on both the device hosting the remote desktop session and the access device at the same time.

2.3 Restrictions and Requirements

a. You may not rent, lease, loan or license this Product or any copy.

b. You may not reverse-engineer, disassemble, decompile, modify or create derivative work of this Product.

c. You may not host or stream the Product. Nor make it available for third parties remotely.

d. You must ensure that all copyrights, trademarks and other property notices appear on any copy of the Product You make.

e. You may not install or deploy the Product outside of the country where You purchased the license unless permitted under a volume license program that You have entered with MatchWare. MatchWare may terminate Your license and end Your Subscription if MatchWare determines that You violate this section.

f. If You have purchased an upgrade version of the Product, it constitutes a single product with the MatchWare Product that You upgraded. For instance, the upgrade and the Product that You upgraded cannot both be available for use by two different persons at the same time and cannot be transferred separately.

2.4 Terminal Server / Non-Activation Keys

A Terminal Server is a computer allowing other Client computers to run applications on the Terminal Server such as but not limited to a Microsoft Terminal Server and a Citrix Server. If the Product is installed on a Terminal Server You need a license for each user who has access to the Product.

A Named User means a license to 1 individual person. You may add users by paying for a separate license for each user You wish to add. When installing the Product on a server which allows multiple, concurrent users to access and run the Product, You must license (purchase) additional licenses for each named user.

If You are a Government entity or approved organization that has been granted a Non-Activation key that does not require activation You must purchase a license for each named user of the Product.

If You are using a Terminal Server /Non-Activation key then You are required to sign a “Terminal Server Solution and Non-Activation License Key Program Agreement”. Please contact MatchWare to enroll.

Upon reasonable notice by MatchWare, MatchWare reserves the right to request an audit of any and all users accessing the Product deployed on a Terminal Server or via a Non-Activation key on a quarterly basis. This number of audited users must be in accordance with the number of licenses purchased by You. You are required to record the number of named users utilizing the Product.

Upon reasonable notice by MatchWare, You shall grant MatchWare, at MatchWare’s expense, reasonable access to Your premises, but no more than once per calendar year, for the purpose of conducting an audit of the use of the Product pursuant to the terms of this Agreement. If such audit reveals improper use of the Product by You, then MatchWare shall be entitled to invoice You for such unauthorized use in accordance with MatchWare’s standard fees and legal rights at the time of the completion of such audit.

3. ACTIVATION

You must activate Your license to the Product or validate Your Subscription. When activating the Product, or validating a Subscription, certain information about the Product and the device will be sent to MatchWare. By using the Product, You consent to the transmission of this information. Failure to activate the Product, failure to validate a Subscription, or fraudulent and unauthorized use determined by MatchWare may result in reduced functionality of the Product or a termination or suspension of the Subscription.

4. OTHER LICENSES

4.1 Educational Licenses

Commercial use of Educational Licenses of this Product is prohibited.

Some educational multi-user licenses offer home use rights for teachers (and students). Any additional licenses purchased to facilitate such home use may not be installed or used on the respective educational institution premises, buildings or campus.

If You are enrolled in the Educational Subscription program for the Product, the use of the Product is subject to the Subscription Agreement and this License Agreement.

4.2 OEM Versions

An OEM version is a license of the Product that is distributed with a hardware device by the device manufacturer. An OEM version of the Product is identified as an OEM version either on the cover of the physical media and/or in the main title bar within the Product.

You may transfer all of Your rights to use the OEM version of the Product to another party only with the licensed hardware device, provided that You transfer to that person the entire Product package, physical media, documentation, and this statement, and transfer or destroy all copies in any form. Once You transfer the Product You no longer have any rights to use it. The OEM version of the Product may not be transferred separately without the hardware device.

4.3 Not For Resale versions (NFR)

MatchWare may provide trial versions or demonstration versions of the Product (Not For Resale versions). You may install and use NFR versions for the purpose agreed with MatchWare.

5. SPECIFIC SOFTWARE TERMS AND CLIPART

5.1 MindView Public Maps Library

When publishing documents to the MindView Public Maps Library, You accept and agree to the Terms of Service to the Public Maps Library (https://link.matchware.com/tos_publicmaps). You understand and agree that the documents published and shared on the Public Maps Library are viewable for everyone and can be downloaded and used by other users according to the Terms of Service.

5.2 MindView Drive

When using MindView Drive to save, share, and collaborate on documents, You accept and agree to the Terms of Service to MindView Drive (https://link.matchware.com/tos_mindviewdrive).

5.3 MindView Assist

When using MindView Assist, You accept and agree to the Terms of Service to MindView Assist (https://link.matchware.com/tos_mindviewassist).

5.4 Clipart

This Product may contain clipart ("Clipart") such as images and icons etc. All intellectual copyright for the Clipart is owned by MatchWare A/S or licensed by MatchWare A/S.

MatchWare grants You a non-exclusive, non-sublicensable right to use the Clipart in documents and websites created with this Product. There is no royalty due for such use to MatchWare. The Clipart may not be sublicensed or made available to any person or entity that does not have a legal license of this Product.

5.5 AI Feature

The Service includes the MindView AI feature. Further details regarding the functionality and operation of this feature are available here: AI Specification. MatchWare reserves the right to limit the service for users making over extensive use of the AI service. By accepting this Agreement, You acknowledge that AI content is machine generated, not copyrighted and does not represent MatchWare's views. AI generated content may not be correct and output should be reviewed before use or reliance.

5.6 Using Speech Features

The Service may utilize Microsoft Azure AI Services for Text to Speech and Speech to Text functionalities. By using these features, you acknowledge and agree that data may be sent to Microsoft for processing and analysis. Microsoft Azure AI Services are governed by Microsoft's privacy policies and terms of service. You are responsible for ensuring that your use of these services complies with all applicable laws and regulations.

MatchWare reserves the right to limit the feature and block users making over-extensive use. MatchWare is not responsible for any data processed by Microsoft Azure AI Services.

6. PRIVACY AND DATA

In the event that MatchWare is a data processor or sub-data processor of personal data in connection with a Product or the provision of Professional Services, MatchWare treats Your personal data in compliance with applicable laws. For more information, see MatchWare's Privacy Policy and Data Security Policy.

7. SUPPORT

MatchWare will provide online support (Level 1) for the Product at no additional charge.

To access the FAQ: https://faq.matchware.com/en/

Submit questions under the “Contact” tab.

Phone support (Level 1) is provided for technical issues (including Product defects), but not custom configurations, operational inquiries or general use. Phone support can be obtained at these offices during normal business hours:

MatchWare US: 1-800-880-2810, 9am to 6pm EST

MatchWare UK: +44 208 940 9700, 9am to 6pm GMT

MatchWare France: (0)810000172, 9am to 6pm GMT+1

MatchWare Germany: 040 543764, 9am to 6pm GMT+1

MatchWare DK: +4586208820, 9am to 5pm GMT+1

For Level 2 and 3 support, which includes custom configuration, operational inquiries, general use and training, You must purchase Support Packages.

MatchWare will use its best efforts to recreate and resolve defects with respects to the Product. However, You might be asked to validate Your issues in an isolated environment in order to proceed with a resolution. If MatchWare needs to access Your Data, You must provide MatchWare written consent and acceptance therefore.

Support is available in English, French, German, and Danish.

Business hours and languages supported are subject to change by MatchWare at any given time as long as the support level is not reduced.

8. INTELLECTUAL PROPERTY RIGHTS

MatchWare A/S or its affiliates own all intellectual property rights in and to the Product and the accompanying user documentation (including all enhancements, additions, modifications, or material alterations thereto and copies thereof). You acknowledge and agree that nothing in this Agreement shall, or shall be construed to, grant You any rights to patents, copyrights, trade secrets, trade names, trademarks, or service marks within, in, or associated with MatchWare or the Product, whether registered or unregistered. MatchWare A/S retains all rights not expressly granted.

8.1 Suggestions

MatchWare will have worldwide, irrevocable, royalty-free, perpetual license to use, develop and include in the Product any suggestions, recommendations or improvement requests or feedback from You, including users, to the Product.

9. CONFIDENTIALITY

9.1 Definition of Confidential Information

"Confidential Information" means information of value to the owner of such information, not generally known to the public, and treated as confidential. Confidential Information shall include Your Data, MatchWare Confidential Information shall include the Product, and Confidential Information may include Terms in this Agreement. For the avoidance of doubt, Confidential Information includes all proprietary software, documentation, and business information, including, but not limited to, software applications, software

application releases, licensing, pricing, techniques, algorithms, processes, financial information, sales and marketing information.

However, Confidential Information (other than Your Data) does not include information that: (a) is publicly available prior to or at the time of disclosure, or later becomes publicly available through no act of the Receiving Party; (b) was, prior to disclosure hereunder, rightfully known to the Receiving Party (other than in connection with this Agreement) without confidentiality restriction; (c) is developed by the Receiving Party independently of any of the Confidential Information received in confidence from Disclosing Party, as evidenced by the Receiving Party's written records; or (d) is rightfully received by the Receiving Party from a third party without restriction and without breach of any obligations of confidentiality running to the Disclosing Party.

Each party acknowledges that, as a result of this Agreement, it may gain access to certain Confidential Information of the other party. For purposes of this Agreement, the party disclosing Confidential Information is considered the "Disclosing Party", and the party receiving such Confidential Information is considered the "Receiving Party".

During the term of this Agreement and for a period of five (5) years thereafter, each Receiving Party agrees:

a. To hold the Disclosing Party's Confidential Information in strict confidence, using the same degree of (but no less than reasonable) care and protection that it exercises with its own Confidential Information of a similar nature;

b. Not to reproduce, reverse engineer, decompile, or disassemble the Confidential Information by any means or for any purpose;

c. Not to directly or indirectly disclose, distribute, or otherwise make available any Confidential Information of the Disclosing Party to a third party;

d. Not to copy or use Disclosing Party's Confidential Information for any purpose other than as necessary to fulfill Receiving Party's obligations or exercise its rights under this Agreement;

e. To disclose the other party's Confidential Information only to its employees with a need to know in order to fulfill such party's obligations hereunder and who have been informed of and have agreed to abide by the provisions of this Agreement; and

f. To disclose Confidential Information of the Disclosing Party to the extent that such disclosure is approved in writing by the Disclosing Party or is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

10. WARRANTIES AND DISCLAIMERS

10.1 Warranties

YOU AGREE TO AND UNDERSTAND THAT EXCEPT AS SUCH DISCLAIMER MAY BE LIMITED BY APPLICABLE LAW OR AS OTHERWISE SET FORTH HEREIN:

1. MATCHWARE 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;
2. MATCHWARE MAKES NO WARRANTY WITH RESPECT TO PERFORMANCE, SECURITY, CAPABILITY, CURRENTNESS, OR THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS;
3. MATCHWARE MAKES NO WARRANTY THAT THE PRODUCT WILL BE ERROR-FREE, SECURE AND UNINTERRUPTED, NOR THAT ERRORS WILL BE CORRECTED;
4. MATCHWARE MAKES NO WARRANTY FOR UNAUTHORIZED USE OF THE PRODUCT. USE OF THE PRODUCT IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY RISK.

11. LIMITATION OF LIABILITY

The entire and exclusive liability and remedy for breach of the foregoing limited warranty shall be limited to the amount You paid for the Product. In no event shall either party be liable to the other party for any special,

indirect, consequential, exemplary, punitive, incidental, or similar damages, including but not limited to, loss of profit, data, or use of the Product, even if MatchWare has been advised of the possibility of such damages. MatchWare makes no representation or warranty that the Product or documentation are "error free" or meet any of the Users particular standards, requirements, or needs. In no event shall MatchWare's liability exceed the amount paid by You for the Product. To the extent that applicable law does not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damages the above limitation or exclusion may not apply to You.

12. MUTUAL INDEMNIFICATION

12.1 Indemnification by MatchWare

MatchWare will, at its expense, indemnify, defend and hold You harmless against any and all action brought against You to the extent that it is based on a claim that the Product or any part thereof or any MatchWare trademark used in relation thereto, when used within the scope of this Agreement, infringes any trademark, copyright, trade secret, patent or other intellectual property right, and MatchWare will pay any costs, damages and/or attorneys' fees awarded against You in such action or payable pursuant to a settlement agreed to by MatchWare. The foregoing obligation shall be subject to You notifying MatchWare promptly in writing of the claim, giving MatchWare the exclusive control of the defense and settlement thereof, and providing all reasonable assistance in connection therewith.

12.2 Indemnification by You

You will, at Your expense, indemnify, defend and hold MatchWare harmless against any and all action brought against MatchWare by a third party alleging that (i) Your Data or MatchWare's transmission or hosting thereof infringes or violates the rights of the third party (ii) Your Data and transmission of Your Data infringes or violates the rights of the third party (iii) Your use of the Product infringes or violates the rights of the third party (iv) Your use of the Product failed to comply with applicable laws, rules or regulations in its performance of this Agreement. You will pay any costs, damages and/or attorneys' fees awarded against MatchWare in such action, or any amounts paid by MatchWare under a court-approved settlement thereof, provided that MatchWare promptly give You written notification of the action and give You sole control of the defense and settlement of the claim against MatchWare.

13. GENERAL TERMS

13.1 Entire Agreement

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by both parties.

Neither this Agreement nor any of the rights, interests or obligations of either party shall be assigned or transferred by either party without the prior written consent of the other party, provided, however, that either party may assign this Agreement pursuant to a merger, acquisition, or similar transaction. All of the terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and any permitted assigns of the parties.

13.2 Notices

Notices under this Agreement shall be sufficient only if personally delivered, delivered by a major commercial rapid delivery courier service, delivered by facsimile transmission confirmed by first class mail, or mailed by certified or registered mail, return receipt requested, to a party at its address set forth herein or as amended by notice pursuant to this subsection. If not received sooner, notice by mail shall be deemed received seven (7) days after deposit. Who You should direct notices to depends on where You are domiciled, see Section 13.3.

13.3 Governing Law and Who You Are Contracting With

Who You are contracting with depends on where You are domiciled along with the Governing Law and Jurisdiction:

Domiciled in:	MatchWare Entity	Notices sent to:	Governing Law
North, South or Central America, Australia and New Zealand	MatchWare Inc. 511 West Bay Street Suite 480 Tampa, FL 33606-2205 USA	Legal Department Fax: + 1-813-254-6654	Florida and controlling United States Federal Law
Scandinavia	MatchWare A/S Thomas Koppels Gade 30 DK-8000 Aarhus C Denmark	Legal Department Fax: +4587303501	Danish Law
Germany, Austria, Switzerland	MatchWare GmbH Anckelmannsplatz 1 20537 Hamburg Deutschland	Legal Department Fax: +4940543789	German Law
UK, France and Rest of the World	MatchWare Ltd. 3-5 Red Lion Street Richmond, TW9 1RJ, UK	Legal Department Fax: +442083322170	UK Law

13.4 Relationship of the Parties

The parties hereto are independent contractors. Neither party is, nor shall claim to be, a legal agent, representative, partner or employee of the other; neither shall contract in the name of the other nor assume or create any obligations, debts, or liabilities for the other. Neither party relies on any promises, inducements or representations made by the other except as expressly provided in this Agreement. This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business entity of any kind between the parties.

Either party may include the other party in a customer or vendor list. You also agree to consider the following upon request from MatchWare: (i) participate in case studies and in Return of Investment studies, (ii) serve as a reference, link exchange and use of Your logo as reference on MatchWare's website, (iii) collaborate on press releases announcing the relationship.

13.5 MatchWare User Experience Improvement Program

The MatchWare User Experience Improvement program can optionally be enabled in certain versions of the Product if You select "Send anonymous usage statistics" during installation or from the Options dialog. When this feature is enabled, the Product will track Your usage of the user interface and certain features and send the information anonymously to MatchWare. MatchWare uses this information to customize, measure and improve its products and services.

13.6 Upgrade and Training Webinar Emails

By accepting this Agreement You accept and agree that You will be receiving emails about upgrades to the Product and free training webinars. You can opt-out of the MatchWare email campaigns at any time.

13.7 No Waiver

No waiver of any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually assented to in writing by both parties. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver

of such provisions, nor in any way effect the ability of either party to enforce each and every such provision thereafter.

13.8 Force Majeure

Nonperformance by either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party; provided that any such nonperformance shall be cause for termination by the other party if the nonperformance continues for more than one hundred and twenty (120) days.

13.9 Attorneys' Fees

The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

13.10 US. Government Restricted Rights

This Product and documentation are provided with RESTRICTED RIGHTS. The Product and documentation are developed at private expense and no part of them is in the public domain. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph c(1) and (2) of the Commercial Computer Software Restricted Rights clause at FAR 52.277-19 or subparagraph c(1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227 - 7013. Manufacturer is MatchWare A/S, Thomas Koppels Gade 30 DK-8000 Aarhus C, Denmark.