

# Ideamapper Inc. Terms of Service

## Introduction

Last updated: June 13, 2023

Ideamapper has updated our Terms of Service, which are effective as of the date shown above.

Ideamapper Inc. (“**Ideamapper**” “**we**” “**us**” or “**our**”), located at 12725 SW Millikan Way, Suite 300, Beaverton, OR 97005, United States, makes its productivity, collaboration, and data visualization tools available online, including via a mobile application, as subscription services (each, a “**Subscription Service**”) as well as implementation, consulting, configuration, integration, training, advisory, development, and other professional services (“**Professional Services**” and collectively with the Subscription Services, Support (as defined below) and any other services described on an Order, the “**Services**”). Our marketing websites, including [www.idealmaper.com](http://www.idealmaper.com), are referred to herein as the “Websites”.

Ideamapper may update these Terms of Service (the “**Terms**”) from time to time in accordance with the “Changes to the Terms” section below.

DISPUTES ABOUT THESE TERMS OF SERVICE AND THE SERVICES ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS SET FORTH IN THE “MANDATORY ARBITRATION” AND “CLASS ACTION WAIVER” SECTIONS BELOW.

## 1. Your Relationship with Ideamapper

1.1. Types of Users. Ideamapper has three different types of end users: (a) “**Site Visitors**”, who are Users of the Websites; (b) “**Free Users**” who are Users on a free or trial version of the Services; and (c) “**Subscribers**”, who are Users who are part of a paid subscription plan (collectively, the “**User(s)**” or “**you**” for the purposes of these Terms. While Free Users can access and use the Services, they have access to a more limited set of features and functionality than Subscribers. Additionally, the features and functionalities available to Subscribers are determined by the subscription tier.

1.2. Affiliates. If you are an entity purchasing a Multi-User Plan, your affiliates may use the Services purchased by you as Users on your account. Alternatively, your affiliate may enter into its own Order(s) as mutually agreed with Ideamapper, which will create a separate agreement between the affiliate and Ideamapper that incorporates these Terms.

**Regardless of what type of User you are, you agree that these Terms create a legally binding agreement between you and Ideamapper and govern your use of the Services and Websites.**

## **2. Accepting the Terms**

2.1. Acknowledge these Terms. You acknowledge and agree that you have read, understand, and agree to be bound by these Terms by (a) clicking or tapping on a button indicating your acceptance (usually during the registration or onboarding process), (b) accessing or using a Service or Websites, or (c) executing or making payment based on an ordering document, statement of work, or invoice (each, an “**Order**”) that references these Terms.

2.2. Authority. By accepting these Terms, you represent that you have the legal power to do so. If you accept these Terms on behalf of an organization, (a) “**you**” and “**your**” will refer to that organization and any individual accessing a Service through your account will be referred to as a “**User**”; (b) you represent and warrant that you have the authority to bind the organization; and (c) you understand and agree that the organization is bound by and responsible for ensuring that each of its Users comply with these Terms.

2.3. Prohibited Users. If you are barred from receiving the Services under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Services, you may not use the Services and not accept the Terms. If you represent a Multi-User Plan (defined below), you will ensure that: (a) your Users do not use a Services in violation of any export restriction or embargo by the United States; and (b) you do not provide access to any Service to persons or entities on any restricted lists.

2.4. Age Requirement for Users. If you are under 18 years old, you may not create a Ideamapper account or use the Services unless you have received access to the Services through your School (defined below).

## **3. The Services Provided by Ideamapper**

3.1. Subscription Services. You and each User may access and use the applicable Subscription Service during the Subscription Term solely for your internal business operations, subject to payment of the applicable fees and the requirements of these Terms and the applicable Order. You may purchase additional Subscription Services or add paid Users during the applicable Subscription Term at your then-current price; related fees will be prorated for the remainder of the applicable Subscription Term. The Subscription Services include the features and functionality applicable to the version selected. Available subscription plans and details of those plans may change over time but will not be materially degraded mid-Subscription Term. “**Subscription Term**” means the period of time beginning on the first start date and concluding on the last end date listed in an Order.

3.2. Subscription Renewal. If you are a Subscriber, you are enrolling in a recurring payment plan. After each Subscription Term, your Subscription Service will automatically renew at your then current number of subscriptions for the same period of time (e.g., 12 months if you chose an annual plan), unless either party cancels the auto-renewal or otherwise terminates the agreement at least 30 days before the end of the current Subscription Term as outlined in the “Ending Your Relationship with Ideamapper” section below. You authorize Ideamapper to invoice you or charge the designated payment method at the start of each new Subscription Term for the quantity and price then in effect for your paid account. An account owner or admin may review and make changes to subscription levels, number of Users, and Subscription Term on the Account Settings page at any time.

3.3. Professional Services. Ideamapper may provide Professional Services as described in, and subject to payment of the fees specified in, an Order. Any material changes requested or required to be made to the Order will require a change order agreed to and signed by the parties. Ideamapper hereby grants you the right to access and use the deliverables identified in an Order for Professional Services (“**Deliverables**”) solely for your internal business purposes and in accordance with these Terms.

3.4. Free and Beta Services. If you or a User receive any Services received free of charge or Services released as beta, pilot, limited release, non-production or evaluation (“**Beta Features**”), you acknowledge and accept that such Services are provided “AS-IS” without any representations, warranties, support, maintenance or other obligation of any kind. Unless otherwise agreed in an Order, Ideamapper may terminate your access to, or use of, a free Service or a Beta Feature at any time. In addition, Beta Features are Ideamapper’s Confidential Information subject to the “Confidentiality” section below.

3.5. Trial Period. If you register for a trial online, your first payment will be charged immediately following the conclusion of the free trial period. You can cancel your free trial at any time before the free trial period ends (see “Ending Your Relationship with Ideamapper” regarding how to cancel a Subscription Service). Ideamapper will provide notice of the terms of the free trial period at the time you register, including when you need to cancel a free trial to avoid rolling over to a paid Subscription Service.

3.6. Non-Ideamapper Applications. If you or a User chooses to utilize interoperability with a Non-Ideamapper Application, your purchase and use of such product is subject to the end user license or other agreement between you and the third-party provider. Ideamapper has no liability with respect to procurement, maintenance, use, or interoperability of any Non-Ideamapper Application. “**Non-Ideamapper Application**” means a software application, service, integration, or functionality that is developed or provided by a third-party, is not owned or under Ideamapper’s control and interoperates with a Service. Non-Ideamapper Applications are not part of the Services.

## 4. Using the Services

4.1. **Registration Information.** You and each User will be required to provide registration information in order to register for and access certain Services. You agree to keep this information, including contact information (e.g., e-mail address) and billing/payment details, accurate and current.

4.2. **Access and Users.** You will obtain, maintain, and support all internet access, equipment, and ancillary services needed to access the Services and Deliverables. Subscriptions are for named individuals and cannot be shared or used by more than one individual at a time. However, with a Multi-User Plan, User subscriptions may be reassigned to new Users replacing individuals who no longer use a Subscription Service for any purpose (e.g. transferring a subscription from a terminated employee to a new employee). Each User must keep a secure password for accessing the Subscription Service and keep such password confidential. You will (a) if applicable, obtain from the Users on your account any consents necessary for Ideamapper to provide the Services; (b) maintain commercially reasonable security standards with respect to use of the Ideamapper Assets (defined below); and (c) in the event of any unauthorized access to or use of the Services or Deliverables, promptly notify Ideamapper at [legal@Ideamapper.com](mailto:legal@Ideamapper.com).

4.3. **Your Responsibilities.** You are responsible for: (a) access to and use of the Subscription Service(s) and Deliverables by the Users on your account and each User's compliance with these Terms; (b) the secure transmission of your Content to the Subscription Service(s); (c) the legality, reliability, integrity, accuracy and quality of the Content, any conclusions drawn or actions taken therefrom, and the means by which you or the Users acquired the Content so that Ideamapper and its service providers may lawfully use, process, and transfer the Content in accordance with these Terms; (d) if desired, backing-up your Content outside of the Subscription Service; (e) using commercially available technologies to prevent the introduction of viruses, malware, Trojan horses, worms, spyware or other destructive code ("**Malware**") into the Subscription Service(s); and (f) instructing the Users on the Use Restrictions and the limitations on Protected Information below, and ensuring that those limitations and/or Use Restrictions are not breached. "**Content**" means the data, information, images, and other content that is uploaded to, imported into or created in a Subscription Service by the Users, all of which is your Confidential Information.

4.4. **Protected Information.** You acknowledge that the Subscription Service(s) were not designed or intended to process Protected Information and that Ideamapper does not classify Content or provide special protection based on the type of data submitted by you. If Protected Information is entered into a Subscription Service, Ideamapper will treat such information as your Confidential Information and afford it the protections in these Terms but will not afford it any added protections based on the type of data provided. You acknowledge that any Protected Information submitted is done so at your own risk and Ideamapper will not be liable for heightened or statutory damages due to the nature or type of Protected Information submitted. "**Protected Information**" means information that is subject to specific regulations or laws that impose increased protections, obligations and/or penalties with respect to handling that type of information or that is not appropriate for use in the Services, as intended by Ideamapper. Protected Information includes, without limitation, classified information, data that is subject to the Payment Card Industry Data Security Standards (PCI DSS), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act

(GLBA), Criminal Justice Information Services (CJIS) Security Policy, IRS Publication 1075 or any similar legislation in an applicable jurisdiction, or any credit or debit card and magnetic stripe information, government issued identification numbers, health or biometric information, education records, financial account information, personally identifiable information of children under the age of 16, or information deemed “sensitive” or “special category” under applicable law (such as racial or ethnic origin, political opinions, or religious or philosophical beliefs).

4.5. **Use Restrictions**. You will not and will ensure that each User does not: (a) license, sublicense, sell, resell, rent, lease, transfer, distribute, provide access, or otherwise commercially exploit, or make the Services or Deliverables available to any third-party except as expressly authorized herein; (b) copy, modify, translate, adapt, merge, or create derivative works of the Services or Deliverables or disassemble, decompile, reverse engineer, or otherwise extract the source code of, or reduce to human-perceivable form, any part of them unless the foregoing restrictions are expressly prohibited by applicable law; (c) use or access the Services or Deliverables (i) to develop a product or service that competes with Ideamapper or (ii) other than in compliance with these Terms and all applicable laws and regulations (including export control laws and restrictions); (d) remove or modify any proprietary markings or restrictive legends in a Subscription Service or on the Deliverables; (e) infringe or misappropriate any Ideamapper Assets; (f) attempt to gain unauthorized access to the Services or any portion thereof; (g) knowingly, intentionally or negligently introduce Malware into, or otherwise engage in any malicious act or disrupt the security, integrity or operation of, a Subscription Service; (h) access or attempt to access a Subscription Service by any means other than Ideamapper’s publicly supported interfaces, including any automated means (i.e. use of scripts or web crawlers); (i) probe, scan, or test the vulnerability of any Ideamapper system or network; or (j) access, store, create, share, display, publish or transmit any material that a person would reasonably believe to be unlawful or related to illegal activity, threatening, deceptive, defamatory, discriminatory, obscene, libelous, an invasion of privacy, or infringes the intellectual property rights of a third-party through the Services (a-j collectively, the “**Use Restrictions**”).

## **5. Sharing Features in the Services**

5.1. **Third-Party Content**. The Services may contain content provided by others (such as templates authored by third parties) that may not be owned by Ideamapper and may be protected by intellectual property rights of third parties. Such content is the sole responsibility of the person or entity from whom it originated.

5.2. **Sharing Content**. The Subscription Services allow you to share information and Content within your account, outside your account and even publicly. You are solely responsible for the Content that you create, transmit, display or share with others while using the Subscription Services, and for the consequences of your actions.

5.3. **Collaboration**. If you accept an invitation to view or collaborate on another User’s Content, you acknowledge that your access to that Content and any information you provide or changes you make will be under the sole control of the owner of that Content. In addition,

the owner of that Content, other Users who have access to that Content and the owner and administrators of the account containing that Content will be able to view certain information, including personal information, about you.

## **6. Ideamapper's Provision of the Services**

6.1. Support and Documentation. Ideamapper provides technical support and documentation for the Subscription Services ("Support") through its online help center available at <https://support.Ideamapper.com>. Support requests must be submitted to [support@Ideamapper.com](mailto:support@Ideamapper.com).

6.2. Updates. Ideamapper makes updates (e.g. bug fixes, enhancements) to the Subscription Service(s) on an ongoing basis. You consent to Ideamapper's delivery of updates automatically through the Subscription Service(s). Except for urgent updates, Ideamapper schedules maintenance during non-peak usage hours (that minimizes the impact on all Users, worldwide).

## **7. Data Security, Privacy and Your Personal Information**

7.1. Your Personal Information. Ideamapper's Privacy Policy governs how Ideamapper treats your personal information and protects your privacy when you use the Websites and Services. You acknowledge that you have read, and agree to the use of your data, including personal information, as outlined in Ideamapper's Privacy Policy.

7.2. Security. Ideamapper will maintain administrative, physical, technical and organizational measures to protect the security, confidentiality, and integrity of your Content in accordance with our Information Security Policy. Any revisions to our Information Security Policy will not diminish our current data security obligations. "**Information Security Policy**" means Ideamapper's then-current data security and data management policies and procedures that apply to the operation and use of the Services available at <https://Ideamapper.com>.

7.3. Data Processing Addendum. If you are an Enterprise-SKU customer with a Multi-User Plan subject to the General Data Protection Regulation, the California Consumer Privacy Act, or any similar or successor laws or regulations, Ideamapper's Data Processing Addendum ("**DPA**") applies to the processing of any Customer Personal Data (as defined in the DPA).

7.4. Service Providers. Ideamapper may utilize subcontractors or SaaS tools in connection with Ideamapper's provision of the Services, including processing Content, provided that such third parties are subject to appropriate confidentiality and data security obligations. Ideamapper is responsible for such third-parties' acts and omissions in relation to Ideamapper's obligations hereunder.

7.5. Account Information. Ideamapper will use data provided in connection with the creation or administration of entity and User accounts to set up and maintain such accounts, provide and maintain the Services, detect and prevent fraud or violations of these Terms, inform you and Users about new products and features, and as necessary to comply with applicable law, regulation, legal process or enforceable governmental requests.

## 8. Confidentiality

8.1. Definition. “**Confidential Information**” means non-public, proprietary, business, technical, security, legal, or financial information that is marked or identified as Confidential Information or would reasonably be understood to be confidential, such as information about products, processes, services, trade secrets, marketing and business plans, client lists, pricing, financial information, system architecture, security programs, or intellectual property. For clarification, pricing for the Services is Ideamapper’s Confidential Information. Notwithstanding the foregoing, Confidential Information does not include information that: (a) the receiving party possesses without a duty to keep confidential prior to acquiring it from the disclosing party; (b) is or becomes publicly available through no violation of this agreement by the receiving party; (c) is given to the receiving party by a third-party not under a confidentiality obligation to the disclosing party; or (d) is developed by the receiving party independently of, and without reliance on, confidential or proprietary information provided by the disclosing party.

8.2. Use and Disclosure. Each party may be given access to Confidential Information of the other party in connection with these Terms. The receiving party may only use this Confidential Information as provided for in these Terms or to exercise its rights hereunder and may only share this Confidential Information with its employees, agents, advisors, procurement agents and service providers who need to know it, provided they are subject to similar confidentiality obligations. The receiving party will use the same degree of care, but no less than a reasonable degree of care, as such party uses with respect to its own Confidential Information to protect the disclosing party’s Confidential Information and to prevent any unauthorized use or disclosure thereof. Neither party is responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third-party not under the receiving party’s control. If the receiving party is compelled by law to disclose the other party’s Confidential Information, it will provide the disclosing party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party’s cost, if the disclosing party wishes to contest the disclosure. These confidentiality obligations will remain in effect for the Term (defined below) and for an additional one (1) year following termination.

## 9. Intellectual Property

9.1. Your Content. As between the parties, you own all rights, title, and interest in and to the Content in the accounts for which you are the account owner and your Confidential Information, including all intellectual property and proprietary rights therein. Except as expressly set forth herein, Ideamapper acquires no right, title, or interest from you in or to your Content or Confidential Information.

9.2. Ideamapper's Use of Your Content. You hereby grant Ideamapper a limited, worldwide, non-exclusive, non-transferable, right to access, use and process Content until removed from a Subscription Service: (a) as requested by you or a User; (b) as necessary to provide and improve the Services, including to identify, investigate, or resolve technical problems with the Services; (c) to detect and prevent fraud or violations of these Terms; and (d) as required by applicable law, regulation, legal process or enforceable governmental request.

9.3. Trademark Violations. If you believe that Ideamapper, or any User, has violated a copyright, trademark, or other intellectual property right you claim in your work, please contact us at [legal@ideamapper.com](mailto:legal@ideamapper.com). Ideamapper responds to notices of alleged copyright infringement in accordance with the U.S. Digital Millennium Copyright Act ("**DMCA**").

9.4. Ideamapper. As between the parties, Ideamapper owns all rights, title, and interest in and to the Ideamapper Assets and Ideamapper Confidential Information, including all intellectual property and proprietary rights therein. Except as expressly set forth herein, Ideamapper does not convey any rights to the Customer or any User. "**Ideamapper Assets**" means (a) the Subscription Service(s), work product, Documentation and Deliverables (but not any Content or your Confidential Information contained therein); (b) all Ideamapper copyrights, patents, trademarks, trade names, trade secrets, specifications, technology, software, data, methodologies, machine learning models, changes, improvements, components and documentation used to provide the Services or made available in connection herewith, and all intellectual property, proprietary rights and underlying source code, object code, and know-how in and to the foregoing.

9.5. Feedback and Analyses. You or your Users may voluntarily provide feedback or suggestions ("**Feedback**") to Ideamapper and Ideamapper may freely use and exploit such Feedback (without any obligations or restrictions).

9.6. Statistical Data and Analyses. Ideamapper owns all rights to the Statistical Data and may perform analyses on Statistical Data your Content ("**Analyses**"). Content utilized as part of Analyses will be anonymized and aggregated. Ideamapper may use Statistical Data and Analyses for its own business purposes (such as improving, testing, and maintaining a Subscription Service, training machine learning algorithms, identifying trends, and developing additional products and services). Provided that Ideamapper does not reveal any of your Confidential Information or the identity, directly or indirectly, of any User or entity, Ideamapper may publish Feedback and anonymized aggregated Statistical Data and Analyses. "**Statistical Data**" means data generated or related to the provision, operation or use of a Subscription Service, including measurement and usage statistics, configurations, survey responses, and performance results.

## 10. Multi-User Accounts

10.1. Account Owners and Administrators. You retain administrative control over who is granted access to your account. Each account is controlled by an account owner tied to a specific email address and may also have one or more billing admins and team admins to



help manage the account. Ideamapper is entitled to rely on communications from the account owner and admins when servicing your account. If a person within your organization requests a change to the account owner, we will attempt to contact the account owner for consent, but to the extent that the account owner does not respond to our communications, we will transfer the account owner based on our internal verification methods.

10.2. Content in a Multi-User Account. When you create Content under an individual plan, that Content is available only to you and others with whom you share the Content. However, if you are or become an individual User managed under a multi-user subscription plan maintained by your employer or other third-party (a “**Multi-User Plan**”), such as a Team or Enterprise account, any Content you have created or will create will be subject to control by the applicable account owner and admins and will then be considered Content owned by your employer or such other third-party. The account owner and admins under a Multi-User Plan can designate other Users under that Multi-User Plan as owners of the Content you originally created, in which case you may no longer be able to access or use the Content. In addition, the account owner or admins of such Multi-User Plan may downgrade your access, remove you from the account or permanently delete you from the account without your prior consent. If you have questions about Multi-User Plans, please contact support@Ideamapper.com.

10.3. Account Control. You acknowledge and agree that if you are a registered User, and the domain of the email address associated with your Ideamapper account is owned by an organization, and an authorized representative of that organization wishes to establish a Multi-User Plan and add you to it, then information concerning your existing account will become accessible to that organization, including your name, email address, and Content, and your existing account may be added to a Multi-User Plan without your prior consent. In these situations, any credit remaining on your account may be applied to the Multi-User Plan account. In addition, you acknowledge and agree that if you are or become a registered User on a Multi-User Plan your account information and data will be shared with the owner and admins of the account and your information and Content may also be visible to other Users in the account.

## 11. Education Accounts

11.1. Applicability. If you are a school, school district, or related person, entity or organization (such as an administrator or educator who accesses the Services on their behalf) (each a “**School**”), then this section applies to you and “**you**” means the School purchasing the account, as well as its Users. If you are not a School, then this section will not apply.

11.2. Agreements. You agree to (a) only provide access to the Service to those individuals employed by or enrolled as students in your School or classroom and (b) be responsible for any Content, communications, and activity that occur under such accounts. Regardless of the account level being utilized, to the extent a School offers or requires access to the Services to minors, the School will be responsible for those User accounts under this section.

11.3. Student Data. “**Student Data**” is any information (in any format) that is directly related to any identifiable current or former student that is maintained by a School and may include “educational records” as defined by the Family Educational Rights and Privacy Act (“**FERPA**”) that Schools provide to us. While we may need to access Student Data to provide the Services to you, Schools own the Student Data and remain responsible for it. Our Ideamapper for Education Privacy Policy provides more detail about how we handle Student Data.

11.4. Responsibilities. Both parties agree to uphold their responsibilities under the FERPA, the Protection of Pupil Rights Amendment, and the Children’s Online Privacy and Protection Act (“**COPPA**”). We provide the Services under the “school official” exception of FERPA 34 CFR Part 99.31(a)(1). COPPA requires that online service providers obtain clear and verifiable parental consent before collecting personal information from children under the age of 13. You represent and warrant that you have the authority to provide consent on behalf of parents in order for us to collect information from students before allowing children under the age of 13 to access our Services. We require all Schools to provide appropriate disclosures to students and parents regarding their use of the Services and a copy of our Ideamapper for Education Privacy Policy. If you are located outside of the United States, you will obtain any required consent or approval from the parent or guardian of any student covered by similar laws and, as a condition to your and your students' use of the Services, you agree that you will be responsible for complying with such laws.

11.5. Deletion of Student Accounts. For individuals that select a student persona in our product and are on an email domain that we have classified as a K-12 domain, we will permanently delete the individual accounts after a certain number of years of inactivity within our product. We will attempt to notify the individual prior to deletion.

## **12. Representations and Warranties**

12.1. Ideamapper. Ideamapper warrants that: (a) during the applicable Subscription Term, the Subscription Service(s) will operate substantially as described in the Documentation; (b) Support and Professional Services will be performed in a competent and workmanlike manner; (c) the Deliverables will conform to the specifications in the applicable Order; (d) it has the necessary authority to enter into these Terms; and (e) it will comply with all laws and regulations (including export control laws and restrictions) applicable to its provision of the Services to its users generally (i.e. without regard for Customer’s particular use of the Services or laws and regulations specific to Customer and its industry). If you believe a Service or Deliverable does not comply with the warranties in (a)-(c), you must notify Ideamapper in writing within 30 days of discovery of the nonconformity. As your exclusive remedy and Ideamapper’s sole liability for breach of these warranties, Ideamapper will use commercially reasonable efforts to correct the non-conforming Service or Deliverable at no additional charge within a reasonable time period. These warranties will not apply to any failure caused by you, any User, or a person acting at your direction.

12.2. You. If you are the representative of an entity with Multi-User Plan and you (a) convert any existing accounts registered using email addresses from Your entity domain into

accounts under your control, or (b) enable administrative controls over access to a Subscription Service based on your e-mail domains (i.e. Ideamapper's lock-down and consolidation features), you represent and warrant that the entity owns such e-mail domain(s) and the Content that has been created by individuals with such e-mail domains. You will appoint an administrator to manage your account and will be solely responsible for the administrator's acts and omissions with respect to the Services.

12.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IDEAMAPPER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING ANY NON-IDEAMAPPER APPLICATION WITH WHICH THE SERVICE MAY INTEROPERATE. IDEAMAPPER DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME OR THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

### **13. Billing, Payment, and Renewal**

13.1. Subscription Fees. If you select a paid tier of the Subscription Service (a "**paid account**") Ideamapper will bill you in advance for use of the Services on the frequency that you select. The term of your Subscription Service will be available in your account settings and/or set forth in the associated Order. Unless otherwise communicated to you, credit card, debit card, or other non-invoice forms of payment are due at the beginning of the relevant Subscription Term. You authorize Ideamapper to charge you for all fees for all Subscription Terms when due. Ideamapper may enable other forms of payment in the Account Settings page, which may be subject to additional terms. Payments for invoices are due thirty (30) days after the invoice date, unless otherwise specified, and are considered delinquent thereafter.

13.2. Professional Services Fees. Unless otherwise agreed to in an Order, Professional Services will be performed remotely and are provided on a time and materials basis ("**T&M**") at the rates set forth in the Order. T&M estimates are not a guarantee that the project will be completed in the estimated number of hours. Actual T&M hours may be more or less than the estimate provided. In addition, you will reimburse Ideamapper for reasonable, documented, out-of-pocket expenses (including all travel costs and expenses) incurred by Ideamapper while providing Professional Services that are authorized or pre-approved by you in writing.

13.3. Non-refundable. Except as expressly set forth in these Terms or when required by applicable law (a) all fees are non-cancellable and once paid are non-refundable; and (b) quantities purchased cannot be decreased during a Subscription Term.

13.4. Pricing. Unless specified in an Order, the pricing applicable to a Service is specified on the Websites. Ideamapper reserves the right to modify pricing at any time for renewal periods; provided, that Ideamapper will notify you or an account admin prior to any price increase affecting your account, and such modified pricing will not take effect during your then-current Subscription Term. If you do not accept the pricing change, you may elect to not renew your paid account subject to the “Ending Your Relationship with Ideamapper” section below. If you upgrade to a higher tier of paid account, Ideamapper will credit any remaining balance from your previous subscription payment to your new tier.

13.5. Downgrade or Cancellation. You may cancel or downgrade your subscription at any time before the end of the current Subscription Term (or free trial period). The cancellation or downgrade will take effect at the end of the current Subscription Term. You will continue to have access to all the features of your paid or trial account until the end of the current Subscription Term. Ideamapper does not provide any refunds or credits for partial Subscription Terms. To cancel, the account owner or an admin must log into the account and select the appropriate options on the Account Settings page. Alternatively, the account owner or admin can contact our customer support team at support@Ideamapper.com.

13.6. Billing disputes. Billing disputes must be notified to Ideamapper in writing within 30 days from discovery of an error. Except as prohibited by law, Ideamapper may charge a late fee of 1.5% (or the highest rate permitted by law, whichever is less) per month on undisputed past due amounts. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by Ideamapper in collecting delinquent amounts. If you require a purchase order, vendor registration form, or other documentation, such requirement will in no way relieve, affect or delay your obligation to pay any amounts due hereunder.

13.7. Currency and Taxes. All amounts payable to Ideamapper will be paid in the currency set forth on the pricing page, in the Order, or USD and are exclusive of any applicable sales or use taxes (such as GST or VAT). If Ideamapper is obligated to collect or pay these taxes, they will be stated separately on each invoice, unless you provide Ideamapper (in advance) a valid tax exemption certificate authorized by the applicable taxing authority. If you are required by law to withhold any taxes from your payments to Ideamapper, you must provide Ideamapper with an official tax receipt or other appropriate documentation to support such withholding and reimburse Ideamapper for such withholding tax.

13.8. Procurement Agents. If you elect to purchase Services through a procurement agent, you will remain liable for the fees payable to Ideamapper for such Services and the other obligations in this agreement.

## 14. Indemnification

14.1. By Ideamapper. Ideamapper will indemnify you, your officers, directors and employees (the “**Customer Indemnified Parties**”) against any claim, action, demand, suit or proceeding (each, a “**Claim**”) brought against the Customer Indemnified Parties by a third-party alleging that a Subscription Service or Deliverable infringes such third-party's

intellectual property rights, including any finally awarded damages or settlement amount and reasonable expenses (including attorneys' fees) to the extent arising from such Claim. Notwithstanding the foregoing, Ideamapper will not be obligated to indemnify the Customer Indemnified Parties if an infringement claim arises from: (a) the Content; (b) a User's misuse of a Subscription Service; (c) a User's use of the Subscription Service in combination with any products, services, or technology not provided by Ideamapper or a modification of a Subscription Service or Deliverable by you or a User, if the Subscription Service or Deliverable or use thereof would not infringe without such combination or modification; or (d) continued use of a Subscription Service or Deliverable after written notice by Ideamapper to discontinue use. If an infringement Claim is made or threatened, Ideamapper may, in its sole discretion: (i) replace or modify the infringing Subscription Service or Deliverable so that it is non-infringing (but functionally equivalent); (ii) procure the right for you to continue using the Subscription Service or Deliverable; or (iii) notwithstanding Ideamapper's obligation to indemnify, terminate use of the infringing Subscription Service or Deliverable and refund any unused prepaid fees covering the terminated portion of the Subscription Service or Deliverable.

14.2. By You. You will indemnify Ideamapper and Ideamapper's affiliates, and their respective officers, directors and employees (the "**Ideamapper Indemnified Parties**") against any Claim made or brought against the Ideamapper Indemnified Parties by a third-party or User (a) alleging your Content infringes or misappropriates any intellectual property rights; (b) related to ownership or use of your Content; or (c) related to an administrator's actions with respect to your account, including any finally awarded damages or settlement amount and reasonable expenses (including attorneys' fees) to the extent arising from such Claim.

14.3. Process. The party seeking indemnification (the "**Indemnified Party**") will provide the other party (the "**Indemnifying Party**") prompt written notice of any Claim and reasonable cooperation to the Indemnifying Party in the defense, investigation or settlement of any Claim at the Indemnifying Party's expense. The Indemnifying Party will have sole control of such defense, provided that the Indemnified Party may participate in its own defense at its sole expense. The Indemnifying Party may not settle a Claim without the Indemnified Party's consent if such settlement imposes a payment or other obligation on the Indemnified Party. This section sets forth the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy for, any type of Claim described in this section.

## **15. Limitation of Liability**

15.1. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW:

- a. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR DATA, BUSINESS INTERRUPTION, DEPLETION OF GOODWILL, OR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, REGARDLESS OF THE BASIS OR TYPE OF CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND

- b. EACH PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) WILL NOT EXCEED THE GREATER OF (i) THE AMOUNT PAID OR PAYABLE BY YOU HEREUNDER WITHIN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY OR (ii) \$200.00.

15.2. General. The parties acknowledge and agree that the limitations of liability, disclaimer of warranties, and any exclusion of damages included herein represent an allocation of risk between the parties (including the risk that a remedy may fail of its essential purpose) which is reflected by the fees paid. Notwithstanding the foregoing, nothing in these Terms excludes or limits Ideamapper's warranty obligations or liability for losses which may not be lawfully excluded or limited by applicable law. Only the limitations which are lawful in your jurisdiction will apply to you and Ideamapper's liability will be limited to the maximum extent permitted by law.

## **16. Ending Your Relationship with Ideamapper**

16.1. Term. These Terms will apply until all accounts under your control are permanently closed unless superseded by a written agreement between you and Ideamapper (the "Term").

16.2. Termination By You. If you want to cancel your auto-renewal or terminate your subscription and close your account, you must do so by: (a) notifying Ideamapper at support@Ideamapper.com; or (b) canceling your subscription in the Accounts Settings page and then closing your account, if this option is available to you, no less than 30 days before the end of your then-current Subscription Term. In order to delete your data from our servers after ending your relationship with Ideamapper, you must permanently delete your account (see Retention of Information and Content). For help permanently deleting an account, please review our Documentation or contact support@Ideamapper.com.

16.3. Termination by Either Party. Either party may terminate the Services if: (a) if the other party commits a material breach of these Terms (or has acted in a manner which clearly shows that the party does not intend to, or is unable to comply with, the provisions of the Terms) and such breach either (i) is not capable of being cured, or (ii) has not been cured within 10 days of receiving written notice of the breach; (b) immediately upon the other party ceasing to operate in the ordinary course, making an assignment for benefit of creditors, or becoming the subject of any insolvency, bankruptcy, liquidation, dissolution, or similar proceeding; or (c) it is required to do so by law.

16.4. Termination by Ideamapper. In addition, Ideamapper may terminate your access to any or all of the Services and/or close your account, for any or no reason, by giving you 30 days' written notice to your email address on file and providing a pro rata refund for any prepaid, unused subscription fees for the Services.

16.5. Suspension or Termination for Cause. Ideamapper reserves the right to suspend access to the Service(s) if (a) you have undisputed amounts past due; (b) Ideamapper

reasonably determines that you or any Users on your account are in breach of these Terms; or (c) Ideamapper reasonably determines that you or any Users on your account are using a Service in a way that creates a security vulnerability, may disrupt others' use of a Service, or have misappropriated or infringed Ideamapper's or another third-party's intellectual property or proprietary rights. Ideamapper will only suspend access to the extent, and for the duration, necessary to address the violation and will promptly restore access once the issue has been resolved. Ideamapper will not suspend access if you are (reasonably and in good faith) disputing a charge and cooperating in resolving the dispute. You acknowledge and agree that if Ideamapper suspends access to your account, you may be prevented from accessing the Services, your account details, or any files or other Content contained in your account. If the reason for suspension cannot be resolved, Ideamapper will automatically downgrade your account to a free account or terminate your use of the Service(s). Downgrading your account may cause the loss of Content, features, functionality or capacity.

16.6. Effect of Termination. On termination of the Services, (a) Ideamapper will disable your account and each User's access to the paid Services; (b) you will immediately pay any accrued but unpaid and undisputed fees; (c) each party will return and make no further use of, or destroy (subject to each party's automated deletion schedule and back-up policy), any Confidential Information belonging to the other party, subject to (d); and (d) provided you have permanently closed your account(s), Ideamapper will delete all Content in accordance with its automated deletion schedule and back-up policy. You may export or download your Content at any time from the Subscription Service in accordance with the Documentation. Any requested post-termination transition assistance is subject to the mutual agreement of the parties (and may require payment of Professional Services fees).

16.7. Retention of Information and Content. If your paid account is downgraded or canceled, your information and Content may be deactivated but not deleted. In addition, upon cancellation of a Multi-User Plan, if the Users are downgraded to and maintain free accounts after termination of paid Services, the ownership of the free account(s) and Content therein will transfer to the applicable User(s). Information and Content in those free accounts will not be deleted until such accounts are permanently closed by the User. Ideamapper may retain copies of Content as part of records, documents, or broader data sets in accordance with Ideamapper's legal and financial compliance obligations, on the condition that Ideamapper continues to comply with the requirements of these Terms in relation to any retained Content.

16.8. Survival. Any provision of these Terms that by its nature is reasonably intended to survive beyond termination of these Terms will survive.

16.9. Site Visitors. A Site Visitor may terminate its use of the Websites at any time by ceasing further use of the Website. Ideamapper may terminate your use of the Websites and deny you access to the Websites in our sole discretion for any reason or no reason, including for violation of these Terms.

## **17. Changes to the Terms**

17.1. Amendments and Effective Date. Ideamapper may make changes to the Terms from time to time. When these changes are made, Ideamapper will make a new copy of the Terms available at <https://ideamapper.com>, as applicable. You understand and agree that if you are on a free account and you use the Services after the date on which the Terms have changed, Ideamapper will treat your continued use of the Services as acceptance of the updated Terms. If you have a paid account, the new Terms will apply upon your renewal.

17.2. Waivers. Any waiver of these Terms must be in writing and no written waiver will operate or be construed as a waiver of any subsequent breach. The failure of either party to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision or of any other right or provision.

## 18. Mandatory Arbitration

18.1. Cooperative Resolution Process. The parties agree that most disputes can be resolved without resort to litigation. If you have any dispute with us, you agree that before taking any formal action you will contact us at [legal@ideamapper.com](mailto:legal@ideamapper.com) and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). Except for the Excluded Disputes (defined below), the parties agree to use their best efforts to settle any dispute directly through consultation with each other, and good faith negotiations will be a condition to either party initiating an arbitration (the “**Cooperative Resolution Process**”). If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time the Cooperative Resolution Process is initiated, then either party may initiate binding arbitration as the sole means to resolve any dispute (except for Excluded Disputes) subject to the terms set forth below.

18.2. Mandatory Arbitration. Any dispute, controversy, or claim relating to, connected with, or arising out of the subject matter of these Terms, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (a “**Dispute**”), will be determined by arbitration in Delaware, before one arbitrator. The arbitration will be administered by JAMS pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. Judgment on an award may be entered in any court having jurisdiction. This clause does not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any demand for arbitration under these Terms must be made before the statute of limitations applicable to such claim has expired. In any arbitration arising out of or related to these Terms, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recovery any such damages.

18.3. Excluded Disputes. Notwithstanding the parties’ decision to resolve all Disputes through arbitration, the following Disputes may be brought in any court of competent jurisdiction: (a) disputes relating to or arising from misappropriation, infringement, validity and/or enforceability of a party’s intellectual property rights (including patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights), (b) any action by a party seeking entry of a temporary restraining order, preliminary injunctive relief, or



permanent injunctive relief, or (c) any claims that, as a matter of law, the parties cannot agree to arbitrate (collectively, the “**Excluded Disputes**”).

## **19. Class Action Waiver**

19.1. Class Action Waiver. The parties agree that an arbitrator will not have authority to conduct class arbitration of any Dispute. You and Ideamapper each agree that any arbitration or court action to resolve any Dispute will take place on an individual basis without resort to any form of class, consolidated, or representative action (the “**Class Action Waiver**”). YOU UNDERSTAND AND AGREE THAT THE CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION FOR ANY DISPUTE, INCLUDING CONSUMER DISPUTES AND BUSINESS DISPUTES. If any court or arbitrator determines that the Class Action Waiver is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above will be null and void in their entirety and the parties will be deemed to have not agreed to arbitrate Disputes.

## **20. General Legal Terms**

20.1. Publicity. Unless otherwise set forth in an Order, Ideamapper may use your name, corresponding trademark or logo, and non-competitive use details in both text and pictures to identify you as a customer and highlight such use details, subject to any usage guidelines you provide to Ideamapper, in publicly available oral and written statements, including on Ideamapper’s website, in marketing materials, and in press releases. To request removal of this identification, please notify us in writing at support@Ideamapper.com. In addition, Ideamapper may disclose the relationship between you and Ideamapper if legally required or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

20.2. Relationship of the Parties. You and Ideamapper are independent contractors. These Terms do not create or imply any agency, partnership, joint venture, fiduciary, employment or franchise relationship. No right or cause of action for any third-party is created by these Terms or any transaction under it.

20.3. Force Majeure. Neither party is liable for delay or default hereunder if caused by conditions beyond its reasonable control, including natural disasters, acts of God, hacker attacks, acts of terror or war, riots, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures.

20.4. Governing Law. These Terms and your relationship with Ideamapper under the Terms, are governed by the laws of the State of Delaware without regard to its conflict or choice of laws rules. To the extent the arbitration provisions herein are excluded by written agreement, held void or unenforceable, and for all Excluded Disputes, the parties consent to exclusive jurisdiction and venue in the state or federal courts seated in, the District of Delaware to resolve any Dispute. Any legal or arbitration proceeding will be in the English language.

20.5. Injunctive Relief. Each party acknowledges that any breach, threatened or actual, of the confidentiality and intellectual property obligations hereunder may cause irreparable injury to the other party for which there may not be an adequate remedy at law. Therefore, upon any such breach or threat thereof, the party alleging breach will be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.

20.6. Notices. You agree that Ideamapper may provide you with notices by email, regular mail, or postings on the Services. You may provide notice to Ideamapper by emailing legal@Ideamapper.com.

20.7. Assignment. Neither this agreement, nor the rights or obligations hereunder may be assigned or transferred by either party without the other party's prior written consent, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this agreement (including all Orders) without the consent of the other party to an affiliate or a successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the non-assigning party, provided that all fees owed and due by you have been paid.

20.8. Entire Agreement. These Terms, any exhibits, schedules, or documents referred to herein, constitute the entire agreement between you and Ideamapper related to the use of the Services and supersede all prior or contemporaneous representations, agreements or understandings (written or verbal) relating to the subject matter hereof, including any non-disclosure agreements previously entered into by you and Ideamapper. If you require purchase orders, vendor registration forms, payment or vendor portals, or the like, they will be for convenience only, and all associated terms and conditions (pre-printed or otherwise and regardless of how or when referenced or acknowledged) will be void and of no effect.

20.9. Translation. Where Ideamapper has provided you with a translation of the English language version of the Terms, you agree that the translation is provided for your convenience only and that the English language version of the Terms will govern your relationship with Ideamapper. If there is any contradiction between the English language version of the Terms and a translation, the English language version will take precedence.

20.10. Interpretation. References to "include(s)", "including" or similar terms will not be read as terms of limitation, but rather as followed by the words "without limitation."

20.11. Severability. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

## **21. U.S. Government End Users**

21.1. The following terms apply to federal government (“Government”) Users: The Services include computer software, which is a “commercial product” as defined at 48 C.F.R. § 2.101, and also include “commercial services” as defined in 48 C.F.R. § 2.101. The Services also consist of “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 C.F.R. § 2.101 and 48 C.F.R. § 12.212. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202-1 through § 227.7202-4, You acquire the Services with only those rights, and subject to the obligations, set forth herein to the extent not inconsistent with federal procurement law in accordance with 48 C.F.R. § 52.212-4(w)). In the event of a dispute with the Government in connection with this Agreement, the rights and duties of the parties shall be governed in accordance with federal procurement law, and such disputes shall be resolved pursuant to the Contract Disputes Act of 1978, as amended (41 U.S.C. §§ 7101-7109), as implemented by 48 C.F.R. § 52.233-1.