

# **IMI SOFTWARE LICENSE & IMI SERVICE TERMS**

## **CHANGES TO THESE TERMS**

These terms are valid as from January 1, 2018. We reserve the right to revise these Terms from time to time. We will date and post the most current version of these Terms on the IMI website. Any changes will be effective upon posting the revised version of these Terms (or such later effective date as may be indicated at the top of the revised Terms). If in our sole discretion we deem a revision to these Terms to be material, we will notify you via the Service and/or by email to the email address associated with your account. Notice of other changes may be provided via [www.informationmapping.com](http://www.informationmapping.com) (the "Site") or related blogs. Therefore, we encourage you to check the date of these Terms whenever you visit the Site to see if these Terms have been updated. Your continued access or use of any portion of the Service constitutes your acceptance of such changes. If you don't agree to any of the changes, we're not obligated to keep providing the Service, and you must cancel and stop using the Service.

## **IMI SOFTWARE LICENSE TERMS**

### **1. Scope**

These Software License Terms apply to any software ("the Licensed Program") licensed by INFORMATION MAPPING INTERNATIONAL NV (IMI), with registered offices at Ottergemsesteenweg Zuid 808, Meetdistrict, 9000 GHENT, Belgium and with company number 0811.076.881 (hereinafter referred to as "IMI"). The official IMI distributor in the United States is Information Mapping Inc. with registered offices at 1266 Furnace Brook Parkway - Suite 300; Quincy, MA 02169 (U.S.A.).

The IMI General Terms and Conditions, apply to the licensing of any IMI software and complete these Software License Terms to the extent that these terms don't expressly provide otherwise.

### **2. License**

A license on the Licensed Program may be obtained via the IMI webshop or via an official IMI Distributor.

Upon payment of the due amounts, IMI grants a license ("the License") to the legal or natural person as mentioned on the invoice regarding the license drawn up by IMI or the official IMI Distributor ("the Licensee"), to use the Licensed Program under the conditions laid out in these Software License Terms.

The License granted to Licensee is a non-transferable and non-exclusive license to use the Licensed Program exclusively in machine readable form for internal data processing only in accordance with its intended use. Licensee is entitled to use the Licensed Program to draft documents intended for the internal use in its organization. This comprises internal documents, memo's, sheets, reports, courses, books, manuals, product manuals, advertisements or any other generic means of communication and any other documents that are intended to be distributed within Licensee's organization or to its stakeholders (employees, clients, suppliers, shareholders).

For the avoidance of doubt, under this License, Licensee is not entitled to use the Licensed Program to draft courses, books, manuals, product manuals, advertisements or any other generic means of communication to be sold or leased or to draft documents on behalf of third parties against a fee or not. In case Licensee intends to use the Licensed Program for other purposes than as set forth under this section, Licensee must obtain the prior written approval of IMI.

Licensee is also prohibited, irrespective of the objective (commercial or not), to sell, lease, loan or distribute the Licensed Program, or to use it in the context of services to third parties or make it available on a network or in any other way to third parties, even free of charge, without IMI's explicit prior written consent.

Licensee shall not use, print, copy, modify, translate or alter the Licensed Program in whole or in part except as expressly provided for in these Software License Terms or as permitted by compelling law.

In addition, Licensee has no permission to reverse the Licensed Program into source code, to decompile, disassemble, or analyse the Licensed Program by "reverse engineering" and each attempt thereto shall constitute an infringement to these Software License Terms, unless such act is expressly permitted by compelling law.

### **3. Number of users and server use**

The term "Permitted Number" means one unless otherwise indicated under a valid license (e.g., volume license)

granted by IMI or an official IMI Distributor.

The term "Internal Network" means a private, proprietary network resource of Licensee accessible only by employees and individual contractors of Licensee. Internal Network does not include portions of the internet or any other network community open to the public, such as membership or subscription driven groups, associations and similar organizations.

**a. General Use.** The Licensed Program may be installed and used on up to the Permitted Number of Licensee's compatible computers.

**b. Server Deployment.** The Permitted Number of copies of the Licensed Program may be installed on computer file server(s) within the Internal Network for the purpose of downloading and installing the Licensed Program on up to the Permitted Number of computers within the same Internal Network .

**c. Server Use.** The Permitted Number of copies of the Licensed Program may be installed on computer file server(s) within the Internal Network only for use of the Licensed Program initiated by an individual from a computer within the same Internal Network. The total number of users (not the concurrent number of users) able to use the Licensed Program on such computer file server(s) may not exceed the Permitted Number. By way of example, the foregoing does not permit Licensee to install or access (either directly or through commands, data or instructions) the Licensed Program: (i) from or to a computer not part of the Internal Network, (ii) for enabling web hosted workgroups or services available to the public, (iii) by any individual or entity to use, download, copy or otherwise benefit from the functionality of the Licensed Program unless licensed to do so by IMI, (iv) as a component of a system, workflow or service accessible by more than the Permitted Number of users, or (v) for operations not initiated by an individual user (e.g., automated server processing).

**d. Portable or home computer Use.** Subject to prior approval by IMI, the primary user of the computer on which the Licensed Program is installed (and only such user) may install a second copy of the Licensed Program for his or her exclusive use on either a portable computer or a computer located at his or her home, provided that the Licensed Program on the portable or home computer is not used at the same time as the Licensed Program on the primary computer. IMI may, at its discretion, refuse and revoke at any time such approval.

#### 4. Title

**a. Licensed Program.** All intellectual property rights in, title to and ownership of the Licensed Program shall at all times remain with IMI. IMI expressly excludes any and all guarantee that the Licensed Program does not infringe upon any intellectual property right of any third party. Use is completely at ones own risk. If an infringement would occur the Licensee will immediately stop any further use.

**b. IMI Method.** The Information Mapping method is a research-based approach to the analysis, organization, and visual presentation of information ("the IMI Method"). The Information Mapping method is incorporated in the Licensed Program. All intellectual property rights in, title to and ownership of the Information Mapping method Program shall at all times remain with IMI. Licensee does not receive a license on the IMI Method as such or a right to use the IMI Method, other than through the use of the Licensed Program as set forth in Article 2.

#### 5. Protection and security of the Licensed Program and IMI method

Licensee agrees that the Licensed Program and the IMI Method are protected under various IP laws and under Article 39 of the TRIPS Agreement (1994) and Article 10bis of the Paris Convention (1967) and are confidential and proprietary and a valuable commercial asset of IMI. Licensee agrees to keep the Licensed Program and the IMI Method in confidence, to not disclose the Licensed Program or IMI Method to any third parties, and: (i) limit the availability of the Licensed Program and the IMI Method to those of its employees who are contractually permitted and need to have access thereto in order to use such Licensed Program or IMI Method and who have been informed by Licensee of the proprietary nature of the Licensed Program and the IMI Method; (ii) have such employees treat as confidential the Licensed Program and the IMI Method; (iii) avoid publication or other disclosure of the Licensed Program and the IMI Method to other than those persons described in (i) above; (iv) not allow anybody to disclose or make available the Licensed Program or the IMI Method to any unit, division, group, or subsidiary of Licensee or Licensee's parent company if engaged in the development or sale of computer programs which are or may be competitive with the Licensed Program or the IMI Method; and (v) ensure that all personnel having access to the Licensed Program or the IMI Method, are informed of the provisions of this Article.

Licensee's obligations set forth in this Article shall survive any termination, expiration or discontinuance of the License.

## 6. Delivery

Provided that Licensee paid the applicable License fees as set forth on the IMI Order Page (web store), the Licensed Program will be available for download through the IMI website ([www.informationmapping.com](http://www.informationmapping.com)). IMI will send a download link and a key to Licensee by email enabling Licensee to download the Licensed Program from the IMI website and activate it with the key. IMI may use other means to deliver and/or activate the Licensed Program, if such other means are in the opinion of IMI more appropriate.

## 7. Limited warranty

The Licensed Program is available for download "as it is".

IMI represents that each Licensed Program licensed by IMI when delivered to Licensee, will be the most recent officially released version of that Licensed Program and that the Licensed Program runs on the equipment and software recommended for the Licensed Program on its website: [www.informationmapping.com](http://www.informationmapping.com).

IMI does not warrant that the functions contained in the Licensed Program will meet Licensee's performance requirements or that the Licensed Program will operate in accordance with Licensee's expectations.

Licensee acknowledges that before purchasing the Licensed Program, Licensee has studied the program and its performance on the IMI website (demo and technical information) and that –to the extent Licensee needed any further information– Licensee contacted an official IMI Distributor as listed on the IMI website to obtain such further information. Therefore, Licensee accepts the responsibility for the selection of the Licensed Program, its use and the results to be obtained there from.

Except as expressly provided for in this Agreement, IMI makes no warranty of any kind, express or implied, and the warranty of fitness for a particular purpose is hereby excluded.

In the event that, during thirty days after installation, the Licensed Program does not conform to the representations above, Licensee's sole remedy and IMI's sole liability shall be to provide a new –free– download to replace such Licensed Program with the then current officially released version of the Licensed Program.

IMI shall in no event be liable if the wrong or bad functioning of the Licensed Program is caused by a non-compliance with the equipment or software recommended on the IMI website, including but not limited to, non-compliance of the basic software which operates the Licensed Program, or by a modification of the Licensed Program by Licensee or a third party, or as a result of the addition or the running of other computer programs on Licensee's system.

## 8. No support for the Licensed Program

IMI will not provide maintenance, assistance and support for the Licensed Program under these Software License Terms. Any maintenance will be delivered under the IMI Software Maintenance Services.

## 9. Term

The License is granted for the period mentioned on the invoice regarding the Licensed Program drawn up by IMI or the official IMI Distributor.

However, following acts of Licensee will cause the License to lapse immediately by law, without intervention of the court ("de plein droit"), and without notice:

- Licensee breaches these Software License Terms and fails to rectify its default within 30 days after being notified by IMI to cure the default;
- Licensee uses the Licensed Program to draft courses, books, manuals, product manuals, advertisements or any other generic means of communication to be sold or leased to third parties or to draft documents on behalf of third parties against a fee or not;
- Licensee infringes upon the intellectual property rights of IMI or IMI's rights under Article 39 of the TRIPS Agreement (1994) and Article 10bis of the Paris Convention (1967) on the Licensed Program or the IMI Method;
- Licensee breaches its confidentiality obligations regarding the Licensed Program or the IMI Method.

# **IMI SERVICE TERMS**

## **1. ACCESS TO THE SERVICE**

You may use the Service, on a non-exclusive basis, solely in strict compliance with these Terms and all applicable laws

## **2. YOUR ACCOUNT**

To obtain access to certain Services, you may be required to obtain an account with IMI (become a "Registered User"), by completing a registration form and designating a user ID and password. Until you apply for and are approved for an account your access to the Service will be limited to the areas of the Service, if any, that IMI makes available to the general public. When registering with IMI you must: (a) provide true, accurate, current and complete information about yourself as requested by the Service's registration form (such information being the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. IMI may deny approval or withdraw such approval at any time in its sole discretion, with or without cause.

Only you may use your IMI account. You must keep your account and passwords confidential and not authorize any third party to access or use the Service on your behalf, unless we provide an approved mechanism for such use. IMI will not be liable for any loss or damage arising from any unauthorized use of your accounts.

If a third party such as an employer, or school gave you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store Content in your account. If you are an individual Registered User of the Service, and the domain of the primary email address associated with your account is owned by an organization and was assigned to you as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with us and add your account to such relationship, then, if you do not change the email address associated with your account, your account may become subject to the commercial relationship between IMI and such organization and controlled by such organization.

## **3. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION**

By registering with IMI, you understand that we may send you communications or data regarding the Services, including but not limited to: (a) notices about your use of the Services, including any notices concerning violations of use; (b) updates; and (c) promotional information and materials regarding IMI's products and services, via electronic mail. We give you the opportunity to opt-out of receiving promotional electronic mail from us by following the opt-out instructions provided in the message.

## **4. CONTENT**

Except for material that we license to you, we don't claim ownership of any Content that is transmitted, stored, or processed in your account(s). We also don't control, verify, or endorse the Content that you and others make available on the Service.

We provide functions that allow you to control who may access your Content. If you enable the features that allow you to share the Content with others, anyone you've shared Content with (including the general public, in certain circumstances) may have access to your Content.

You hereby grant IMI and its contractors the right to transmit, use and disclose Content posted on the Service solely to the extent necessary to provide the Service, as otherwise permitted by these Terms, or to comply with any request of a governmental or regulatory body (including subpoenas or court orders), as otherwise required by law, or to respond to an emergency which IMI believes in good faith requires IMI to disclose information to assist in preventing the death or serious bodily injury of any person.

You represent and warrant that: (a) you have all the rights in the Content necessary for you to use the Service and to grant the rights in this Section; and (b) the storage, use or transmission of the Content doesn't violate any law or these Terms.

You will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content (including the storage or transmission thereof) complies with these Terms and any and all applicable laws, and regulations; (c) promptly handle and resolve any notices and claims relating to the Content, including any notices sent to you by any person claiming that any Content violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (d) maintain appropriate security, protection and backup copies of the Content, which may include, your use of additional encryption technology to protect the Content from unauthorized access. **IMI will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Content.**

You must immediately notify IMI in writing of any unauthorized use of: (a) any Content (b) any account; or (c) the Service that comes to your attention. In the event of any such unauthorized use by any third party that obtained unauthorized access through you, you will take all steps necessary to terminate such unauthorized use. You will

provide IMI with such cooperation and assistance related to any such unauthorized use as IMI may reasonably request.

## 5. CONTENT STORED IN THE UNITED STATES

The Service is provided from the United States. By using and accessing the Service, you understand and consent to the storage and processing of the Content and any other personal information in the United States. IMI reserves the right to store and process personal information outside of the United States, and will use commercially reasonable efforts to provide you with at least 30 days notice of any such changes in the processing location.

## 6. SUSPENSION AND TERMINATION OF USE OF THE SERVICE

We reserve the right, to temporarily suspend or terminate your access to the Service at any time in our sole discretion, with or without cause, with or without notice, and without incurring liability of any kind. For example, we may suspend or terminate your access to or use of the Service for: (a) the actual or suspected violation of these Terms; (b) the use of the Services in a manner that may cause IMI to have legal liability or disrupt others' use of the Services; (c) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account; (d) scheduled downtime and recurring downtime; (e) use of excessive storage capacity or bandwidth; or (f) unplanned technical problems and outages. If, in IMI's determination, the suspension might be indefinite and/or IMI has elected to terminate your access to the Service, IMI will use commercially reasonable efforts to notify you through the Service and/or by email to the email address associated with your account. **You acknowledge that if your access to the Service is suspended or terminated, you may no longer have access to the Content that is stored with the Service.**

Upon termination by IMI, for reasons other than cause, you may request access to your Content, which we will make available for an additional fee. You must make such request with five (5) days following termination. Otherwise, **any Content you have stored with the Service will not be retrievable**, and we will have no obligation to maintain any data stored in your account.

In addition to other termination provisions, if your account is not currently subject to a paid subscription plan with us, we at our discretion may terminate your account if: (a) you do not engage in any activity in your account within thirty (30) days after becoming a Registered User; or (b) you do not engage in any activity in your account for any period of one hundred and twenty (120) consecutive days. In the event of such termination, any Content you may have stored will be lost.

## 7. ACCEPTABLE USE

You must not use the Service to harm others or the Service. For example, you must not use the Service to harm, threaten, or harass another person, organization, or IMI and/or to build a similar service or website. You must not: damage, disable, overburden, or impair the Service (or any network connected to the Service); resell or redistribute the Service or any part of it; use any unauthorized means to modify, reroute, or gain access to the Service or attempt to carry out these activities; or use any automated process or Service (such as a bot, a spider, or periodic caching of information stored by IMI) to access or use the Service. In addition, you promise that you will not and will not encourage or assist any third party to:

1. modify, alter, tamper with, repair or otherwise create derivative works of any Software;
2. reverse engineer, disassemble or decompile the software used to provide or access the Service, including the Software, or attempt to discover or recreate the source code used to provide or access the Service, except and only to the extent that the applicable law expressly permits doing so;
3. use the Service in any manner or for any purpose other than as expressly permitted by these Terms, the Privacy Policy, any User Guides or any other policy, instruction or terms applicable to the Service that are available on the Service ("Policies");
4. sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to you with respect to the Services to any third party;
5. remove, obscure or alter any proprietary rights notice pertaining to the Service;
6. access or use the Service in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas;
7. use the Service in connection with the operation of nuclear facilities, aircraft navigation, communication systems, medical devices, air traffic control devices, real time control systems or other situations in which the failure of the Service could lead to death, personal injury, or physical property or environmental damage;
8. use the Service to: (i) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (ii) send unsolicited or

unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) store or transmit inappropriate Content, such as Content: (1) containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material of any kind or nature, (2) containing any material that encourages conduct that could constitute a criminal offense, or (3) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability; (iv) store or transmit any Content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (v) abuse, harass, stalk or otherwise violate the legal rights of a third party;

9. interfere with or disrupt servers or networks used by IMI to provide the Service or used by other users' to access the Service, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of any Software or the Service;
10. access or attempt to access IMI's other accounts, computer systems or networks not covered by these Terms, through password mining or any other means;
11. cause, in IMI's sole discretion, inordinate burden on the Service or IMI's system resources or capacity; or
12. share passwords or other access information or devices or otherwise authorize any third party to access or use the Software or the Service.

IMI reserves the right, in its sole discretion, to deactivate, change and/or require you to change your IMI user ID and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Services for any reason or for no reason. IMI may exercise such right at any time, with or without prior notice. We will make all judgments concerning the applicability of these guidelines in our sole and exclusive discretion. We reserve the right, in our sole discretion, to determine whether and what action to take in response to each such notification, and any action or inaction in a particular instance will not dictate or limit our response to a future complaint. We will not assume or have any liability for any action or inaction with respect to any Content.

## **8. UPDATES TO THE SERVICE**

IMI reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Service at any time. **We may add or remove functionalities or features, and we may suspend or stop a Service altogether.**

## **9. THIRD PARTY SERVICES AND CONTENT**

All transactions using IMI's services are between the transacting parties only. The Services may contain features and functionalities linking you or providing you with certain functionality and access to third party content, including Web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole; you acknowledge that we are not responsible for such content or services. We may also provide some content to you as part of the Services. However, IMI is not an agent of any transacting party, nor are we a direct party in any such transaction. Any such activities, and any terms associated with such activities, are solely between you and the applicable third-party. Similarly, we are not responsible for any third party content you access with the Services, and you irrevocably waive any claim against us with respect to such sites and third-party content. IMI shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You are solely responsible for your dealings with any third party related to the Services, including the delivery of and payment for goods and services. Should you have any problems resulting from your use of any third party services, or should you suffer data loss or other losses as a result of problems with any of your other service providers or any third-party services, we will not be responsible unless the problem was the direct result of our breaches.

## **10. IMI PROPRIETARY RIGHTS**

As between IMI and you, IMI or its licensors own and reserve all right, title and interest in and to the Service and all hardware, software and other items used to provide the Service, other than the rights explicitly granted to you to use the Service in accordance with this Terms. No title to or ownership of any proprietary rights related to the Service is transferred to you pursuant to these Terms. All rights not explicitly granted to you are reserved by IMI. In the event that you provide comments, suggestions and recommendations to IMI with respect to the Service (including, without limitation, with respect to modifications, enhancements, improvements and other changes to the Service) (collectively, "**Feedback**"), You hereby grant to IMI a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Service.

## **11. PRIVACY**

In order to operate and provide the Service, we collect certain information about you. As part of the Service, we may also automatically upload information about your computer or device, your use of the Service, and Service

performance. You further acknowledge and agree that we may access or disclose information about you, including the Content, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect the rights or property of IMI or our customers, including the enforcement of our agreements or policies governing your use of the Service; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of IMI employees, customers, or the public.

We retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Service as part of our efforts to protect the Service, protect our customers, or stop you from breaching these Terms.

## **12. NO WARRANTY**

IMI PROVIDES THE SERVICE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IMI MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **13. INDEMNIFICATION**

To the extent permitted by law, You will defend IMI against any cost, loss, damage, or other liability arising from any third party demand or claim that any Content provided by you, or your use of the Service, in breach of these Terms: (a) infringes a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of IMI's actions); or (b) violates applicable law or these Terms. IMI will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

## **14. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL IMI, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A): ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF IMI HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF IMI AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES WILL BE LIMITED TO THE GREATER OF AN AMOUNT EQUAL TO THREE MONTHS OF YOUR SERVICE FEE FOR THE SERVICE OR FIVE DOLLARS (\$5.00). THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

## **15. CONTRACTING PARTY; GOVERNING LAW; LOCATION FOR RESOLVING DISPUTES**

You are contracting with IMI nv and IMI, Inc. with an address at 1266 Furnace Brook Parkway - Suite 300 Quincy, MA 02169 (U.S.A.) The laws of the State of Massachusetts, U.S.A. govern the interpretation of these Terms and apply to claims for breach of these Terms, regardless of conflict of laws principles. The parties specifically exclude from application to these Terms the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will, only to the extent required by applicable law, be subject to the laws of your state of residence in the United States, or, if you live outside the United States, the laws of the country in which you reside. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts for Boston Massachusetts, USA, for all disputes arising out of or relating to these Terms. IMI may assign this contract to another entity at any time with or without notice to you.

## **16. NOTICES**

We may send you, in electronic form, information about the Service, additional information, and information the law requires us to provide. We may provide required information to you by email at the address you specified when you signed up for the Service or by access to a website that we identify. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using the Service. You may provide legal noticed to us via email to [info@informationmapping.com](mailto:info@informationmapping.com), with a duplicate copy sent via registered mail, return receipt requested, to the following address: IMI, Attn: Ottergemsesteenweg Zuid 808,

Meetdistrict,9000 Gent Belgium. Any such notice, in either case, must specifically reference that it is a notice given under these Terms.

## **17. FEES & PAYMENTS**

### **17.1 Fees**

The fees applicable for the Service ("Fees") are available on the Site and/or in IMI's then-current published price list. The price stated for the Service excludes all taxes and charges, unless stated otherwise. You're responsible for any taxes and for all other charges incidental to using the Services (for example, data charges and currency exchange settlements). You will pay the Fees in the currency IMI quoted for your account. IMI reserves the right to change the quoted currency at any time.

We'll notify you in advance, either through the Service or to the email address you have most recently provided to us, if we change the price of the Service. If there's a specific length and price for your Service offer already in effect, that price will remain in force for that time. After the offer period ends, your use of the Service will be charged at the then-current price. If your Service is on a period basis (for example, monthly) with no specific length, we'll notify you of any price change at least 30 days in advance. If you don't agree to these changes, you must cancel and stop using the Service via [info@informationmapping.com](mailto:info@informationmapping.com) with cancellation confirmation from a IMI representative) no later than three (3) business days prior to the conclusion of your current payment term, whether monthly, yearly, or otherwise. If you cancel, your Service ends at the end of your current Service period or payment period. If you fail to cancel in accordance with these Terms, we will automatically renew the Service at the then-current price and for the same subscription period and will charge your credit card on file with us commencing on the first day of the renewal of the subscription period.

### **17.2 Payment**

You must be authorized to use the credit card that you enter when you create a billing account. You authorize us to charge you for the Service using your credit card and for any paid feature of the Service that you choose to sign up for or use while these Terms are in force. We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services. Also, we may charge you up to the amount you've approved, and we'll notify you in advance of the difference for recurring subscription Services. We may bill you simultaneously for more than one of your prior billing periods. We may automatically renew your Service and charge you for any renewal term. All paid accounts are due the date the invoice is posted on your account. Except as specifically set forth in this section, all Services are prepaid for the period selected (monthly, yearly or otherwise) and are non-refundable. This includes accounts that are renewed.

You must keep all information in your billing account current. You can access and modify your billing account information using the on the Site. You may change your payment method at any time. If you tell us to stop using your payment method and we no longer receive payment from you for the paid Service, we may cancel that Service. Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request.

Except as prohibited by law, we may assess a late charge if you do not pay on time. You must pay these late charges when we bill you for them. The late charge will be the lesser of 1 percent of the unpaid amount each month or the maximum rate permitted by law. We may use a third party to collect past due amounts. You must pay for all reasonable costs we incur to collect any past due amounts, including reasonable attorneys' fees and other legal fees and costs. We may suspend or cancel your Service if you fail to pay in full on time.

### **17.3 Trials**

If you are currently on our free 30-day trial, you may cancel or downgrade your account, free of charge, at any time until fourteen (14) days after your account was created. (The day of creation constitutes the first day of the 14-day trial.)

The last day of the 30-day trial signifies the due date of the first payment. If payment is not received by IMI on the due date, user's account will be frozen, inaccessible, and all shared links will be turned off until all outstanding payments have been processed by IMI. Users retain the responsibility for settling all outstanding balances in a timely manner and maintaining updated billing information. If not complied with, at the end of 90 days, user's account will be deactivated and all files will no longer be retrievable.

Unless we notify you otherwise, if you're participating in any trial period offer, you must cancel the Service by the end of the trial period to avoid incurring charges. If you do not cancel your Service and we have told you the Service will convert to a paid subscription at the end of the trial period, you authorize us to charge your credit card for the Service and no credits or refunds will be available. You may, however, cancel your subscription before the next billing in accordance with the terms of this Agreement.

If you are a paid non-trial user you will not be issued a refund for your most recent (or any previous) billing, unless you are on a NON-TRIAL Annual Subscription Plan, in which event you may obtain a refund for a renewal fee only if you request the refund within thirty (30) days of the day on which you were charged for the renewal of your account; and in such an event, only a partial refund equivalent to 80% of the annual renewal fee will be returned



## 18. SUBSCRIPTION PERIOD

You may elect one of the following subscription plans and billing options:

1. A monthly subscription plan ("Monthly Subscription Plan"). The subscription period for the Monthly Subscription Plan will be one month and will automatically renew unless you cancel your Monthly Subscription Plan in accordance with these Terms at least three (3) business days prior to the renewal date. You will be billed monthly for the Monthly Subscription Plan on or about the same day each month until such time that you cancel your Monthly Subscription Plan.
2. An annual subscription plan ("Annual Subscription Plan"). The subscription period for the Annual Subscription Plan will be one year and will automatically renew each year on the anniversary of your Annual Subscription Plan unless you cancel your Annual Subscription Plan in accordance with these Terms at least ten (10) days prior to your renewal date. You will be billed annually for the Annual Subscription Plan on or about the same day each year until such time that you cancel your Annual Subscription Plan. For the avoidance of doubt, please note, you will not be permitted to cancel, reduce the number of seats, or downgrade the IMI Service you have selected until the anniversary of your Annual Subscription Plan. There will be no refunds for Annual Subscription Plan payments. **Please be certain you are committing to a one (1) year period if you select the Annual Subscription Plan. If you are not certain, we recommend choosing the Monthly Subscription Plan.**
3. If you select the Monthly Subscription Plan, you can switch to the Annual Subscription Plan at any time. If you select the Annual Subscription Plan, you may not change to the Monthly Subscription Plan until the end of the one-year term of your Annual Subscription Plan.

## 19. MISCELLANEOUS

### 19.1. Severability; Entire Agreement

These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, you and we will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will remain in effect. This is the entire contract between you and us regarding the Service. It supersedes any prior contract or oral or written statements regarding your use of the Service.

### 19.2. Assignment and transfer

We may assign, transfer, or otherwise dispose our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Service.

### 19.3. Independent Contractors; No third-party beneficiaries

IMI and you are not legal partners or agents; instead, our relationship is that of independent contractors. This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

### 19.4. Claims

Claims must be filed within one year. You must bring any claim related to these Terms or the Service within one year of the date you could first bring the claim, unless your local law requires a longer time to file claims. If it isn't filed in time, the claim is permanently barred.

### 19.5. Waiver

The failure of either party to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

### 19.6. Government Use

If you are a U.S. government entity, you acknowledge that any Software and User Guides that are provided are "Commercial Items" as defined at 48 C.F.R. 2.101, and are being provided as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

## 20. COPYRIGHT COMPLAINTS AND REMOVAL POLICY

IMI does not tolerate content that appears to infringe any copyright or other intellectual property rights or otherwise violates these Terms and will respond to notices of alleged copyright infringement that comply with the law and are properly provided to us. Such notices can be reported on [info@informationmapping.com](mailto:info@informationmapping.com). We reserve the right to

delete or disable Content alleged to violate these Terms and to terminate repeat infringers. Our designated agent for notice of alleged copyright infringement is:

### **INTELLECTUAL PROPERTY NOTICES**

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