

Xmind License Agreement

Last Updated: September 19, 2024

Effective Date: September 19, 2024

PLEASE CAREFULLY READ THIS AGREEMENT BEFORE USING THE XMIND SOFTWARE/APPLICATION (HEREINAFTER REFERRED TO AS THE “SOFTWARE”). BY COPYING, INSTALLING, OR USING ALL OR ANY PORTION OF THE XMIND SOFTWARE, YOU (HEREINAFTER REFERRED TO AS THE “CUSTOMER”) ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE CUSTOMER AGREES THAT THIS AGREEMENT HAS THE SAME EFFECT AS ANY WRITTEN AGREEMENT SIGNED BY THE CUSTOMER THROUGH NEGOTIATION. THIS AGREEMENT IS ENFORCEABLE AGAINST THE CUSTOMER. IF THE CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THE CUSTOMER SHALL NOT USE THE XMIND SOFTWARE.

THE CUSTOMER MAY ENTER INTO A SEPARATE WRITTEN AGREEMENT WITH XMIND LTD. (HEREINAFTER REFERRED TO AS “XMIND”) (E.G., A BULK LICENSE AGREEMENT) TO SUPPLEMENT OR REPLACE ALL OR ANY PART OF THIS AGREEMENT. THE XMIND SOFTWARE IS LICENSED FOR USE ONLY IN COMPLIANCE WITH THE TERMS OF THIS AGREEMENT AND MAY NOT BE SOLD.

If you are under the age of 18, please read this agreement and the other aforementioned agreements with your legal guardian, paying special attention to the terms for minors.

Software License Statement

1. **License Authorization:** We only provide you with a license to use the Software and do not sell you the ownership of the Software; after you agree to all terms, we will grant you the right to use the Software on the current computer or mobile devices through a license. If the license period expires or is terminated, the Customer may not be able to use the Xmind Software before renewing the license.

2. **License Types**

- A. **Trial Version Software:** If the Xmind Software or any part thereof is provided with a serial number or other similar wording indicating “for evaluation purposes only” (e.g., “Trial Mode”, “Evaluation Mode”), it may only be installed and used for demonstration and evaluation

purposes on the authorized number of computers or mobile devices during the license period. **Any output files or other materials generated by such use may only be used for the functionality or evaluation of the Software and may not be used for any other purpose.** The Customer agrees that Xmind may change the restrictions on the trial version and stop supporting the trial version software and any output files created by the trial version at any time without any liability to the Customer for such changes. The risk of accessing and using any output files created by such trial version software is entirely borne by the Customer.

- B. **Subscription Version Software:** The Customer, by purchasing an individual or team subscription to the Xmind Software on the official website or authorized third-party websites, may only use the individual or team subscription version on computers or mobile devices during the license period, according to the purchased subscription plan.

Subscription versions include individual and team subscriptions, with different subscription plans possibly including different features, services, and management tools, the specific features and services being subject to the subscription plan purchased.

The Customer needs to connect to the Internet to activate, update, and verify the license. **If Xmind is unable to verify regularly, the Software may cease to function without further notice;** the Customer agrees that Xmind may change the type of software included in the subscription version (e.g., related features, components, versions, platforms, languages, etc.) at any time without any liability to the Customer for such changes.

- C. **Small and Medium-Sized Business Version Software:** The Customer, by purchasing the Xmind Software for Small and Medium-Sized Business Version on the official website or authorized third-party websites, may only use the Small and Medium-Sized Business version within the enterprise according to the purchased authorized number of computers. The Xmind Software will prioritize attempts to activate and periodically verify the Customer's license via the Internet. **If the Internet verification identifies an invalid license, the Software may cease to function without further notice;** the Customer agrees that Xmind may change the type of software

included in the Small and Medium-Sized Business version (e.g., related features, components, versions, platforms, languages, etc.) at any time without any liability to the Customer for such changes.

D. **Enterprise Version Software:** The Customer, by purchasing the Xmind Software Enterprise Version on the official website or authorized third-party websites, may only use the Enterprise Version within the enterprise. The Customer agrees that Xmind may change the type of software included in the Enterprise Version (e.g., related features, components, versions, platforms, languages, etc.) at any time without any liability to the Customer for such changes.

E. **Free Version Software:** Xmind provides a free version of its software for download and use. Users may use the corresponding free features on authorized computers or mobile devices within the free license period. The Customer agrees that Xmind may change the available features and the type of software included in the free version (e.g., related features, components, versions, platforms, languages, etc.) at any time without any liability to the Customer for such changes.

3. **Computer:** The term “computer” as used in this agreement refers to portable computers, laptops, and desktops with the recommended operating system and hardware configuration for Xmind Software.

4. **Mobile Device:** The term “mobile device” as used in this agreement refers to smartphones, tablets, and other devices with the recommended mobile operating system and corresponding version requirements for Xmind Software.

Xmind Account

Some services of Xmind Software (e.g., activating Xmind subscriptions, Xmind file sharing, team collaboration, using AI features, etc.) require an Xmind account. You may choose to create an Xmind account directly or register for an Xmind account through a third-party account (including but not limited to Apple ID and Google account) to log in and use Xmind Software.

Whether logging in with an Xmind account or a third-party account, your Xmind account is highly valuable. You are responsible for maintaining its confidentiality and security and for all activities that occur under your account or through your account. You agree to immediately notify Xmind of any

security vulnerabilities associated with your account.

For personal use of an Xmind account, you further acknowledge and agree that the account is for personal use only and that you may not share your account and/or password details with others. For team subscriptions, team administrators have the right to manage team members' account permissions and are responsible for ensuring the security of accounts and the appropriateness of information sharing within the team. Team administrators should ensure that only authorized users can access collaboration content and are responsible for all activities within the team.

Under conditions where we have applied reasonable skill and exercised appropriate due diligence, Xmind shall not be liable for any loss resulting from the unauthorized use of your account due to your or your team's failure to comply with these rules.

You agree to provide accurate and complete information when registering for Xmind and to update your registration information to keep it accurate and complete. **Failure to provide accurate, complete, and up-to-date registration information may result in the suspension and/or termination of your account.** You agree that Xmind may store and use the registration information you provide to maintain your account.

Enterprise customers may use a serial number to activate the Xmind Software for Small and Medium-Sized Business Version or directly use a custom-authorized Enterprise Version installation package instead of an Xmind account. **You are responsible for maintaining its confidentiality and security and may not share the serial number or the Enterprise Version installation package outside the enterprise.**

AI Capabilities

1. The AI-related capabilities provided in the application (hereinafter referred to as "Copilot") are based on third-party artificial intelligence services (e.g., OpenAI). Xmind itself does not have large model training capabilities, so all AI-generated content is produced by these third-party services. By using Copilot, you agree to comply with the policies and terms of use of the relevant third party.
2. You may provide input content to Copilot (hereinafter referred to as "Input") and receive output content generated and returned by Copilot based on that Input (hereinafter referred to as "Output"). Both the Input and Output are user content, and you retain all rights to them. Xmind reserves all rights to its platform and its improvements, enhancements, new products, and features.

3. You may not use the Copilot function or Output content for any illegal activity or in violation of any applicable technical documentation, user guidelines, or parameters. Specifically, you may not use AI-generated content to mislead others into believing that this content is entirely human-generated, to generate spam, or to engage in political campaigns.
4. Xmind makes no guarantee of the accuracy, completeness, or reliability of AI-generated content. You should independently assess the accuracy and applicability of such content and bear full responsibility for its use. Xmind is not responsible for any omissions or errors resulting from the use of AI-generated content.

Collaboration Capabilities

1. Collaboration refers to the ability for users to save and host files on Xmind's servers, share files through Xmind's servers, or collaboratively view and edit files with other users. Users can also create teams, invite members to join the team, manage team files, and collaboratively view and edit files among team members.
2. When using the collaboration feature, users must ensure that the content uploaded complies with the provisions of this agreement and applicable laws. Users may not upload, store, or share any content that may infringe on the rights of others or violate the law. Xmind is not responsible for the content uploaded by users, and users are responsible for the legality and applicability of the content.
3. Team administrators have the right to manage team members' account permissions and are responsible for ensuring the security of accounts and the appropriateness of information sharing within the team. Team administrators should ensure that only authorized users can access collaboration content and are responsible for all activities within the team.
4. Xmind will take reasonable technical measures to protect the security of files hosted on its servers by users. However, users are responsible for backing up important files themselves, and Xmind is not liable for any file loss or disclosure caused by force majeure or third-party reasons.

Public Beta Version

1. Xmind Software may choose to provide new and/or updated features of the service ("Beta Features") as part of a public beta program ("Program") to provide feedback to Xmind on the quality and usability of the Beta Features.

You understand and agree that your participation in the Program is voluntary, does not create a legal partnership, agency, or employment relationship between you and Xmind, and that Xmind is not obligated to provide you with any Beta Features. Xmind may make such Beta Features available to Program participants through online registration, download, or solicitation.

2. **Beta features may contain errors or inaccuracies that could cause malfunctions, crashes, or loss of data on your files or computer. You explicitly acknowledge and agree that you assume all risks associated with the use of Beta Features.**
3. Xmind may or may not provide technical and/or other support for Beta Features. Xmind reserves the right to modify the terms, conditions, or policies of the Program (including terminating the Program) at any time, with or without notice, and may withdraw your participation in the Program at any time.
4. You acknowledge that Xmind is under no obligation to provide commercial versions of Beta Features. As part of the Program, Xmind will provide you with opportunities to submit opinions, suggestions, or other feedback on the use of Beta Features. You agree that, unless otherwise signed in a separate written agreement to the contrary, Xmind may freely use any feedback you provide for any purpose.

Updates

1. To enhance the user experience and improve the functionality and performance of Xmind Software, Xmind will continuously strive to develop new features and provide software updates to customers on an irregular basis.
2. **Xmind Software may automatically detect and prompt customers to install updates. By using Xmind Software, the customer agrees that Xmind has the right to update the software, and to modify or restrict certain features of the software.**
3. Upon the release of a new version of Xmind Software, prior versions may no longer be usable. Xmind makes no warranty regarding the continued availability or support of prior versions, and customers are advised to regularly verify and download the latest version.

Usage Data Collection

1. If the Customer consents to Xmind Software collecting usage data, the Customer agrees that Xmind may collect, maintain, process, and use relevant information (including but not limited to computer, system, and Xmind Software version information, commonly used features of Xmind Software, license types, software crashes, and error messages) to provide and improve Xmind's products and services, provide software updates, product support, and other possible services related to Xmind Software.
2. The Customer's usage data will be encrypted and sent to Xmind's server. The account passwords for third-party accounts (such as Evernote and Biggerplate) bound in Xmind Software will not be stored locally by Xmind Software or uploaded to Xmind's server.

You can turn off the automatic sending of usage data at any time by unchecking "Preferences > Share Analytics." The Small and Medium-Sized Business Version and the Enterprise Version will not automatically collect usage data and do not offer relevant settings.

3. When using Xmind Software's collaboration or sharing features, certain functions (such as generating share links or sharing to third-party social platforms) require uploading your files to Xmind's servers for proper functionality. Xmind assures you that it will not collect, store, or share any account passwords or related information from the third-party social platforms linked through your files.
4. Xmind Software utilizes a specialized encryption method for encrypted output files. The customer acknowledges and understands that Xmind cannot provide decryption, password recovery, or similar services. You are solely responsible for maintaining the confidentiality and security of your encrypted files and assume full responsibility for all actions involving them. Xmind shall not be liable for any loss resulting from issues such as corrupted encrypted files or forgotten passwords.
5. Xmind will not use your content for training machine learning models. Your use of the Copilot feature does not grant Xmind any rights or licenses to your content for model training. All data processing will strictly adhere to our privacy policy.

Customer Feedback

The Customer is under no obligation to provide suggestions or feedback to Xmind. **If the Customer chooses to submit feedback to Xmind, the submission of such**

feedback shall be without charge and shall constitute a grant to Xmind of a perpetual, irrevocable, transferable, and unrestricted worldwide license to utilize and exploit the feedback for any purpose. The Customer shall ensure that the feedback does not contain any confidential or proprietary information belonging to the Customer or any third party.

Third-Party Software and Technology

1. Xmind Software may use third-party software or technology (such as open-source development frameworks and public plugins), and such use has been legally authorized.
2. **Any disputes arising from third-party software or technology used in Xmind Software shall be resolved by the third party. Xmind makes no guarantees and assumes no direct or indirect liability for any open-source materials included in Xmind Software.**

Restrictions and Requirements

1. This agreement does not apply to any Xmind Software installed on terminal servers or any other virtual environment. You may not use Xmind Software from another computer via a network connection. You must sign a separate license agreement with Xmind to obtain the right to deploy this software in a virtual environment.
2. The Customer may not modify, port, adapt, or translate Xmind Software or create derivative works based on Xmind Software.
3. The Customer may not delete copyright information on the Xmind Software and its copies. The Customer may not reverse engineer, decompile, disassemble, or attempt to obtain the source code of Xmind Software by any other means.
4. Unless explicitly permitted, the Customer may not publish, rent, lease Xmind Software, or issue sublicenses for Xmind Software to any third party.
5. The Customer may not use Xmind Software in any way that violates applicable laws and regulations or infringes on the rights of third parties.
6. When using Xmind's AI features, the Customer shall not upload, generate, or distribute any illegal, infringing, inappropriate, or inaccurate content. The Customer may not use AI features for misleading behavior, automated generation of spam, or any activities that may be considered improper.

7. When using cloud-based collaboration features, the Customer must ensure that all shared and uploaded content complies with this agreement and applicable laws. The Customer may not upload, store, or share any content on the collaboration platform that may infringe on the rights of others or violate the law.
8. The Customer shall not interfere with or attempt to interfere with the normal operation of Xmind Software, including but not limited to abusing collaboration features, attempting to gain unauthorized access, or otherwise affecting the security or stability of Xmind services.

The Customer understands and agrees that Xmind has the right to penalize any behavior that violates applicable laws or this agreement based on reasonable judgment, to take appropriate legal action against any user violating laws or regulations, and to report the relevant information to the relevant authorities according to laws and regulations. The Customer shall bear all legal responsibility arising from this. **If you violate the provisions of this agreement or related service terms, leading to any claims, demands, or losses made or suffered by third parties, you shall bear the responsibility independently; if Xmind suffers a loss as a result, you shall also compensate for that loss.**

Disclaimer

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE USING XMIND SOFTWARE AT YOUR OWN RISK AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH THE USE OF XMIND SOFTWARE, INCLUDING BUT NOT LIMITED TO RISKS RELATED TO QUALITY SATISFACTION, PERFORMANCE, ACCURACY, AND OUTCOMES. XMIND DOES NOT WARRANT THAT YOUR USE OF XMIND SOFTWARE WILL BE UNINTERRUPTED, THAT THE FUNCTIONS CONTAINED THEREIN WILL MEET YOUR REQUIREMENTS, THAT THE OPERATIONS PROVIDED WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN XMIND SOFTWARE WILL BE CORRECTED. INSTALLING XMIND SOFTWARE MAY AFFECT THE AVAILABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS, OR THIRD-PARTY SERVICES. YOU FURTHER ACKNOWLEDGE THAT XMIND SOFTWARE AND SERVICES ARE NOT SPECIFICALLY DESIGNED FOR SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR DELAY OF XMIND SOFTWARE OR SERVICES, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA, OR INFORMATION PROVIDED, COULD RESULT IN PERSONAL INJURY OR SIGNIFICANT TANGIBLE OR ENVIRONMENTAL DAMAGE. IF YOU FIND A DEFECT IN XMIND SOFTWARE, YOU WILL BEAR ALL COSTS FOR NECESSARY REPAIRS, CORRECTIONS, OR

REMEDICATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF CONSUMERS, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

Legal Jurisdiction

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

Miscellaneous

1. **Your use of Xmind Software indicates that you have read and agree to be bound by this agreement.** Xmind reserves the right to amend the terms of this agreement as necessary. You can review the relevant agreement terms in the latest version of Xmind Software. If you continue to use Xmind Software after the terms of this agreement are changed, it is deemed that you have accepted the amended agreement. If you do not accept the amended agreement, you should stop using Xmind Software.
2. The headings of all the terms in this agreement are for convenience only and have no substantive meaning. They shall not be used as a basis for interpreting the provisions of this Agreement.
3. The final interpretation right of this agreement belongs to Xmind.