SMARTDRAW TERMS OF SERVICE

Last Modified: August 25, 2026

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"Contextual Click" means a right-click on Devices running Windows, a ctrl-click or secondary click on Apple computers, and a long tap on touch screen Devices.

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"Model Context Protocol" or "MCP" means the open protocol for connecting large language model platforms or other platforms to tools and data sources, as may be updated from time to time.

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Content in SmartDraw may be protected by intellectual property rights of others. You agree to not create, copy, upload, download or import to, or share any Content on or using, SmartDraw: (a) that would infringe on the intellectual property rights or other proprietary rights of any other person or entity; and (b) unless you have all necessary and appropriate rights, permissions, and authority to engage in such activity. You are fully responsible and liable for what you create, copy, share, upload, download, import or otherwise employ while using SmartDraw, and the Company will have no responsibility of any type for such use. You must not upload Malware to SmartDraw or access or use any SmartDraw systems or resources for anything other than the functionality explicitly made available to you by the Company.

If your contact information or other information related to your account changes, you must promptly (and in any event, within five days of such change) notify the Company of such change by: (a) updating your contact information or other information related to your account through the "My Account" option on the Company's website (available after you log in); or (b) contacting the Company's customer service department and providing the customer service department with the updated information as well as sufficient information to identify you and confirm your identity. You are responsible for safeguarding the password that you (and in the case of the License Purchaser, that each of your Users) use to access SmartDraw and you agree to take all measures necessary or appropriate to prevent the unauthorized disclosure or use of your username, password, account information, or other credentials associated with SmartDraw. You are responsible for any activity that occurs using your account (or in the case of a License Purchaser, any activity that

occurs using any of your Users accounts) whether or not you authorized that activity. You agree to immediately notify the Company of any unauthorized access or use of your account.

You agree that you will not misuse SmartDraw. Whether you have engaged in the misuse of SmartDraw will be determined by the Company in its reasonable discretion on a case-by-case basis, however, without limiting the generality of the foregoing, all of the following situations shall constitute cases of misuse: (a) if you interfere with SmartDraw or try to access or use SmartDraw using a method other than the interface and instructions the Company provides; (b) any failure by you (or if you are the License Purchaser, your Users) to abide by the Company's Acceptable Use Policy or the Company's General Restrictions (each as set forth below in these Terms); (c) the infringement on or misappropriation of any third party's intellectual property rights or other proprietary rights through or as a result of your Content or use of SmartDraw; (d) your use of SmartDraw in violation of any applicable law or regulation (including without limitation the improper import or export of any data or information as a result of your Content, sharing, or communications on or using SmartDraw); and (e) unauthorized sharing of user names, passwords, other credentials, or accounts or otherwise in any manner bypassing or circumventing the Authorized Number of Users.

Beta Software Confidentiality

All Beta Software and all information disclosed or provided by the Company in connection with Beta Software, including the availability of Beta Software, as well as its performance data and metrics (collectively "Confidential Information") constitutes confidential information of the Company and you agree: (a) not to disclose Confidential Information to any third party; (b) not to use the Confidential Information except in connection with your own personal use of SmartDraw as expressly authorized and permitted under the License; and (c) to use the same degree of care to protect such Confidential Information that you use to protect the confidentiality of your own confidential information, but in no event less than reasonable care.

Cookies

SmartDraw may use Cookies. "Cookies" are small pieces of information that are stored by your browser on your Device that, among other functions, allow SmartDraw to be customized or tailored on an individual basis (including without limitation storing and providing certain identifying information and potentially user preferences, settings, history, access information, credentials, passwords, and other information). Cookies can be useful to you by saving and retrieving passwords and other information and preferences you use on SmartDraw, and may save you from having to re-enter certain information every time you visit SmartDraw. Please be aware that Cookies may also be received when you link to another website from SmartDraw and we do not have control over how they use this information. Cookies can also enable us to track and target the interests and use of Users to enhance the experience with SmartDraw. Most web browsers automatically accept Cookies, but if you prefer, you can edit your browser options to block them in the future. Please be aware that, if you elect not to accept Cookies, some of the features of SmartDraw may not function properly and your access to or use of SmartDraw may be more cumbersome and less efficient, or may fail to work altogether. You will be solely responsible for your decision to accept or reject Cookies, and any unavailability or non-functioning of SmartDraw

(or any portions thereof) that results from your decision will not constitute unavailability, non-performance, or any other failure, of any nature, by the Company.

AI Features

SmartDraw includes one or more AI Features, which may be made available to you as part of SmartDraw under the License and subject to these Terms. The AI Features generate AI Outputs based on AI Inputs that you, your Users, or any third-party large language model platform you have configured submits to the AI Features. The AI Features are powered, in whole or in part, by one or more AI Service Providers.

You may use the AI Features only as expressly permitted by these Terms and in the manner and using the interfaces the Company provides. You are solely responsible for: (a) all AI Inputs submitted by you, by your Users, or by any third-party large language model platform you have configured; (b) your evaluation and review of any AI Output before relying on, distributing, publishing, or otherwise using such AI Output; and (c) your compliance with all applicable laws, regulations, and third-party rights with respect to AI Inputs and AI Outputs.

Except to the extent created or provided by Company, the AI Inputs constitute Content for all purposes under these Terms, and your representations, warranties, covenants, and obligations with respect to Content (including without limitation those set forth in the "Content," "Sharing and Managing Content and Communications," and "Your Use of SmartDraw" sections) apply equally to AI Inputs. To the extent any AI Inputs are provided by Company, such AI Inputs shall constitute Content for purposes of these Terms, and your representations, warranties, covenants, and obligations with respect to Content (including without limitation those set forth in the "Content," "Sharing and Managing Content and Communications," and "Your Use of SmartDraw" sections) apply to such AI Inputs, except that such AI Inputs provided by the Company shall belong to and remain the sole and exclusive property of the Company (but such ownership right will not relieve you and your Users of their obligation to ensure compliance and non-infringement of the AI Inputs submitted by you or your Users). Without limiting the foregoing, you represent, warrant, and covenant that you have all rights, authority, and permissions necessary to submit each AI Input to the AI Features and to permit the AI Service Providers to process such AI Inputs as contemplated by these Terms.

THE AI FEATURES AND AI OUTPUTS ARE PROVIDED SUBJECT TO THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THE "AI OUTPUTS AND VSON" AND "DISCLAIMER OF WARRANTY" SECTIONS OF THESE TERMS. WITHOUT LIMITING THE FOREGOING, YOU ARE SOLELY RESPONSIBLE FOR YOUR EVALUATION AND REVIEW OF ANY AI OUTPUT BEFORE RELYING ON, DISTRIBUTING, PUBLISHING, OR OTHERWISE USING SUCH AI OUTPUT, AND YOU ASSUME ALL RISK ARISING FROM YOUR USE OF, OR RELIANCE ON, ANY AI OUTPUT.

The Company may engage one or more AI Service Providers to provide the AI Features or any portions thereof. By using the AI Features, you authorize the Company to transmit AI Inputs and related metadata to such AI Service Providers as necessary to provide, support, maintain, and improve the AI Features and SmartDraw. All communications (including all AI Inputs and AI

Outputs) with AI Service Providers will be subject to the applicable terms of use, terms of service, end user license agreement, privacy policy, and/or other agreements applicable with respect to such AI Service Providers (which may be agreements negotiated by Company or which may be the standard agreements utilized by such AI Service Providers). The Company may add, remove, or replace AI Service Providers at any time in its sole discretion. If you do not (or are unable to) authorize the disclosure of any information or Content (including without limitation any AI Input) to the AI Service Providers, do not use the AI Features. The Company is not responsible or liable for any acts, omissions, errors, outages, or other conduct of any AI Service Provider (including without limitation any processing, use, or disclosure of any of your information by any AI Service Provider).

The SmartDraw MCP Server receives VSON submitted by a third-party large language model platform that you have configured. In certain cases, when a third-party large language model platform uses multiple tools or data sources (including other MCP servers) to fulfill a user request, the SmartDraw MCP Server may also receive contextual data or descriptions alongside the VSON; the Company does not use such contextual data and it is subject to the same retention period and automated deletion as the VSON. VSON received by the SmartDraw MCP Server and the rendered images generated therefrom are retained by the Company for a limited period solely to permit you to open and edit the corresponding drawing in SmartDraw; the specific retention period is determined by the Company and subject to change in the Company's sole discretion. After such retention period, VSON, any contextual data, and rendered images are automatically deleted, except to the extent retained in routine backups or as otherwise required for the Company to comply with applicable law. Once you save a drawing to your SmartDraw account, that drawing constitutes Content and is governed by these Terms.

Any SmartDraw Skill made available, if any, is made available as reference material designed to enable a third-party large language model platform to generate VSON for use with SmartDraw. The SmartDraw Skill operates by: (a) interpreting and routing the user input, loading the applicable instruction set from the SmartDraw Skill's resources (which may include files, code, or natural language inputs); (b) providing information designed to enable the third-party large language model platform to process the user input based on the SmartDraw Skill's instructions and produce VSON; and (c) validating the produced VSON before returning it to the user. Utilization of the SmartDraw Skill will increase the data sent to the applicable third-party large language model platform (and likely increase the tokens used by such platform in connection with the AI Input). When the SmartDraw Skill alone is used (without the SmartDraw MCP Server), the third-party large language model platform performs all processing and SmartDraw does not receive or process any AI Inputs or AI Outputs. For the avoidance of doubt, the terms herein applicable with respect to the SmartDraw Skill shall apply to both any standalone use of the SmartDraw Skill and the SmartDraw Skill when used in-product via API calls to provide the SmartDraw AI functionality. The Company does not operate the third-party platform and does not receive your AI Inputs or AI Outputs through the SmartDraw Skill alone. Your use of the third-party platform is governed solely by that platform's terms of service and privacy policy, and the Company is not responsible or liable for the third-party platform's acts, omissions, terms, or data handling.

The Company may, at any time and in its sole discretion, modify, suspend, or discontinue any or all AI Features, in whole or in part, with or without notice. The Company may impose rate limits,

usage thresholds, or other technical limitations on the AI Features. The Company may, in its sole discretion, classify any AI Feature as Beta Software at any time and for any period, in which case the provisions of these Terms applicable to Beta Software (including without limitation the "Beta Software Confidentiality" section, the Beta Software limitations in the "Term and Termination" section, and the Beta Software disclaimers and limitations of liability) shall apply to such AI Feature during such period.

Any Feedback you provide regarding the AI Features is governed by the "Intellectual Property Matters" section of these Terms, and the Company may use such Feedback to improve, train, and develop the AI Features, SmartDraw, and the Company's other products and services.

The AI Features may interoperate with, connect to, or be used in conjunction with Third Party AI. Third Party AI is not owned or operated by the Company, is not part of SmartDraw, and is not covered by the License. The Company does not control, endorse, or assume any responsibility or liability for any Third Party AI or the acts, omissions, terms, privacy practices, data handling, security, availability, or conduct of any provider of Third Party AI. Without limiting the foregoing, you acknowledge and agree that: (a) *y*ou are solely responsible for your and your Users' selection, access, use, and configuration of any Third Party AI, including without limitation the decision to connect any Third Party AI to SmartDraw or the AI Features (whether through the Model Context Protocol, the SmartDraw MCP Server, the SmartDraw Skill, or otherwise), and for all consequences arising from such selection, access, use, and configuration; (b) you will, and will cause each of your Users to, comply with all terms of service, acceptable use policies, privacy policies, data processing agreements, and any other agreements, terms, conditions, requirements, and restrictions applicable to any Third Party AI that you or any User accesses, uses, or configures in connection with SmartDraw or the AI Features; (c) you have reviewed and accepted the applicable terms of each Third Party AI that you or any User uses in connection with SmartDraw; (d) you have obtained, and you represent, warrant, and covenant that you have obtained, and will at all times maintain, all rights, consents, authorizations, approvals, and permissions necessary or appropriate for: (i) the submission, transmission, disclosure, and processing of any data, information, Content, AI Inputs, or other materials to or by any Third Party AI, whether such submission is initiated by you, by any User, or results from your or any User's use of SmartDraw, the AI Features, or any feature or functionality of SmartDraw; (ii) the receipt, use, storage, display, distribution, and publication of any outputs, results, or other materials generated by any Third Party AI; and (iii) all other activities arising from or relating to your or any User's use of any Third Party AI in connection with SmartDraw or the AI Features, including without limitation any consents required under applicable data protection, privacy, confidentiality, intellectual property, or other laws, regulations, or contractual obligations; (e) your and your Users' use of SmartDraw and the AI Features in connection with Third Party AI may result in data, information, Content, AI Inputs, or other materials being transmitted to, processed by, stored by, or otherwise made available to Third Party AI and the providers thereof; (f) the Company shall have no liability or obligation of any kind with respect to any Third Party AI, including without limitation any liability arising from or related to: (i) any act, omission, error, outage, data breach, unauthorized access, unauthorized use, or other conduct of any Third Party AI or the provider thereof; (ii) any data or information submitted to, processed by, or retained by any Third Party AI; (iii) any outputs or results generated by any Third Party AI; (iv) any terms, privacy practices, or data handling of any Third Party AI; or (v) any violation of any rights of any person or entity arising from the use of

any Third Party AI (including without limitation the unauthorized disclosure or use of confidential or proprietary information, the use of any infringing materials or violation of any third party's intellectual property rights or other proprietary rights, or any non-compliant or illegal materials or information resulting from any AI Output); and (g) SmartDraw and the AI Features may enable or facilitate the submission, transmission, or disclosure of Content, AI Inputs, AI Outputs, VSON, and other data or information to or through Third Party AI (whether through the Model Context Protocol, the SmartDraw MCP Server, the SmartDraw Skill, or otherwise). When you or any User elects to submit, transmit, or otherwise make available any Content, AI Inputs, AI Outputs, VSON, or other data or information to or through any Third Party AI in connection with SmartDraw or the AI Features, you authorize such submission and acknowledge and agree that: (i) such Content, AI Inputs, AI Outputs, VSON, or other data or information may be processed, stored, retained, copied, modified, used for training or improvement of artificial intelligence models, or otherwise used by the Third Party AI and the provider thereof in accordance with such provider's terms of service, privacy policies, and data handling practices, over which the Company has no control; (ii) such Content, AI Inputs, AI Outputs, VSON, or other data or information, once submitted to a Third Party AI, could become available to unanticipated third parties or to the public at large, whether as a result of the Third Party AI provider's terms, data handling practices, security incidents, or onward sharing by any recipient, and the Company has no responsibility for any such availability or disclosure; (iii) there are many things that the Third Party AI, the provider thereof, or other users of the Third Party AI may do with Content, AI Inputs, AI Outputs, VSON, or other data or information you submit (for example, process it, copy it, modify it, incorporate it into training data, generate derivative outputs therefrom, re-share it, or make it publicly available), and the Company has no responsibility or obligation to supervise, monitor, or restrict the use by any Third Party AI or the provider thereof of any Content, AI Inputs, AI Outputs, VSON, or other data or information submitted thereto, or to assist you in enforcing the terms of any permissions, rights, or licenses you may have with respect to such materials; (iv) you agree to be (and that all AI Inputs and AI Outputs submitted shall be) governed by the applicable Third Party AI provider's terms, privacy policies, and data handling practices; and (v) you are solely responsible (and the Company is not in any manner responsible) for the accuracy, completeness, appropriateness, legality, and non-infringement of all Content, AI Inputs, AI Outputs, VSON, and other data or information that you or any User submits to or through any Third Party AI in connection with SmartDraw or the AI Features. You represent, warrant, and covenant to the Company that, at all times, you have all rights, authority, and permission necessary or appropriate to submit, transmit, disclose, and make available any and all Content, AI Inputs, AI Outputs, VSON, and other data or information to any Third Party AI in the manner in which you engage in such activities through or in connection with SmartDraw or the AI Features, and that such submission does not and will not infringe on the intellectual property rights, privacy rights, confidentiality rights, or other proprietary rights of any third party.

You and, if applicable, the License Purchaser are responsible for all costs and expenses incurred with respect to, attributable to, or resulting from any Third Party AI. Without limiting the generality of the foregoing, utilization of the SmartDraw AI Features through a MCP (including without limitation the SmartDraw MCP Server) may result in costs (or increased costs) or utilization of tokens or other credits with a Third Party AI, and you are solely responsible for all such obligations and payments owed with respect to the applicable Third Party AI. If any such costs, fees, expenses, or other amounts are incurred as a result of your or any User's use of the AI

Features, including without limitation any costs or fees applicable to Third Party AI, you agree to pay all such costs and fees when due (or, upon request by the Company, to reimburse the Company for any such costs, fees, and/or expenses).

The Company is not responsible for any data or information that is disclosed to, accessed by, processed by, or retained by any Third Party AI as a result of your or any User's use of SmartDraw, the AI Features, or any Third Party AI. You assume all risk associated with such data disclosure and are solely responsible for evaluating the data handling practices and security of any Third Party AI before submitting any data or information thereto (including, without limitation, by way of use of the AI Features).

AI Outputs and VSON

To the extent any AI Output is generated for, used in, or saved to your SmartDraw account, such AI Output shall constitute Content under these Terms and the provisions of this section shall apply to such AI Output in addition to the provisions herein applicable to Content. In the event of a conflict between this section and the "Content" section with respect to AI Outputs, this "AI Outputs and VSON" section shall control.

As between you and the Company, except as set forth herein the Company makes no claim of ownership in any AI Output (including without limitation those generated for you through the AI Features, except to the extent such AI Outputs infringe on any intellectual property or intellectual property rights owned by the Company), and the Company will treat the License Purchaser (or if no License Purchaser, you) as the owner of such AI Output for purposes of the License. The Company makes no representation or warranty that: (a) any AI Output is unique to you, and AI Outputs may be similar or identical to outputs generated for other users (including without limitation as a result of similar AI Inputs); (b) any AI Output will not infringe on or violate the intellectual property rights or other proprietary rights of any person or entity (including without limitation any third party). The Company, the AI Service Providers, and other users of SmartDraw may independently develop or generate the same or similar materials as the AI Outputs without any obligation to you. Notwithstanding the foregoing: (i) if the AI Outputs incorporate or are derived from Images, the licenses applicable to the Images (as set forth in the "Restrictions on Use of Available Materials" section) shall apply with respect to such AI Output incorporating or derived from such Images regardless of any AI involvement; and (ii) if the AI Outputs incorporate or are derived from intellectual property owned by the Company (including without limitation any intellectual property made available for use by the Company, whether directly or as part of VSON) the Company retains all right, title, and interest in and to such intellectual property (including the VSON specification itself which shall be owned by the Company). Your rights in AI Outputs that incorporate VSON are limited to the visual content described thereby (except to the extent set forth herein) and do not extend to the VSON specification, schema, syntax, or structure. You are solely responsible for confirming that AI Outputs (including any VSON incorporated therein) do not infringe upon, misappropriate, or violate the rights of any third party before you use, distribute, publish, share, or otherwise rely on such AI Outputs.

By generating, receiving, saving, or otherwise using AI Outputs (including any VSON incorporated therein) through SmartDraw or the AI Features, you grant the Company permission

to take any and all actions required to make SmartDraw and the AI Features available and functional or to improve SmartDraw and the AI Features, including without limitation: (a) processing, rendering, displaying, and transmitting such AI Outputs and VSON, or any portion thereof, in accordance with your instructions or consistent with your use of SmartDraw and the AI Features; (b) hosting AI Outputs and VSON on the Company's servers or servers under the Company's control or possession, including without limitation temporarily retaining VSON received by the SmartDraw MCP Server and the rendered images generated therefrom for the retention period set forth in the Privacy Policy; (c) transmitting AI Inputs, AI Outputs, and VSON to AI Service Providers as necessary to provide, support, maintain, and improve the AI Features and SmartDraw; (d) sharing AI Outputs and VSON at your direction or as a result of your use of any of the sharing features incorporated into SmartDraw; (e) internally evaluating your interaction with, use of, or modification of AI Outputs and VSON for purposes of testing, benchmarking, debugging, evaluating, and improving SmartDraw and the AI Features (including without limitation the development by the Company of new features, functions, processes, methods, or procedures), provided that the Company will use only de-identified, aggregated telemetry data for such purposes except as otherwise permitted by the Privacy Policy; (f) making available product features visible to you, for example, diagram thumbnails, drawing previews, or rendered VSON previews; (g) for design choices the Company makes to administer SmartDraw and the AI Features technically; and (h) to redundantly back up data in accordance with the Company's data retention and management policies and procedures.

If any AI Output or VSON is reported to the Company as violating these Terms, infringing a third party's intellectual property rights, violating the acceptable use policies of any AI Service Provider, or otherwise being objectionable, the Company reserves the right to, at any time and in its sole discretion without notice, remove such AI Output or VSON and/or prohibit you from using SmartDraw or the AI Features. You should not rely on SmartDraw or the AI Features to store any AI Outputs or VSON and you should maintain backups and copies of all AI Outputs and VSON that you wish to retain. The Company will not be liable or responsible for any loss or damages you suffer as a result of any AI Output or VSON being removed, deleted, or becoming unavailable, including without limitation as a result of the expiration of any retention period applicable to VSON received by the SmartDraw MCP Server or rendered images generated therefrom.

SmartDraw and the AI Features may provide features that allow you to share AI Outputs, VSON, or other materials with other Users or third parties (including Third Party AI). AI Outputs and VSON that you share with others could become available to unanticipated third parties or to the public at large should that link or file be made available to such third parties or otherwise become public. Please consider carefully what AI Outputs and VSON you choose to share and with whom you share them. There are many things that recipients may do with AI Outputs and VSON you share (for example, copy, modify, re-share, reverse-engineer, or use them to generate further outputs). The Company has no responsibility or obligation to supervise or monitor the use by others of your AI Outputs, VSON, or other materials or to assist you in enforcing any rights therein. Notwithstanding anything to the contrary herein, you are solely responsible for your conduct, your AI Outputs and VSON, and your communications with others while using SmartDraw and the AI Features, including without limitation any and all conduct, AI Outputs, VSON, and other information, materials, and communications shared or submitted to, through, or using SmartDraw or the AI Features. You represent, warrant, and covenant to the Company that, at all times, you

have all rights, authority, and permission necessary or appropriate to: (a) use, modify, edit, display, distribute, publish, and share any and all AI Outputs, VSON, and other information and materials in the manner in which you engage in such activities through or using SmartDraw and the AI Features; (b) disclose the AI Outputs and VSON that are communicated with, through, or using SmartDraw and the AI Features, including without limitation all AI Outputs and VSON shared with third parties and all data and information you send or make available to others via or through SmartDraw; and (c) use and submit all AI Inputs that you use or submit in connection with SmartDraw (including without limitation through the AI Features). You are solely responsible (and the Company is not in any manner responsible) for the accuracy, completeness, appropriateness, legality, and non-infringement of AI Inputs, AI Outputs, VSON, and other materials that you use, share, distribute, publish, or otherwise rely on through SmartDraw.

AI Outputs and VSON generated through or using SmartDraw or the AI Features may be protected by intellectual property rights of others or may be subject to restrictions imposed by AI Service Providers or applicable law. You agree not to use, copy, distribute, publish, display, or share any AI Output or VSON on or using SmartDraw or the AI Features: (a) that would infringe on the intellectual property rights or other proprietary rights of any other person or entity; (b) unless you have all necessary and appropriate rights, permissions, and authority to engage in such activity; or (c) in violation of any applicable law, regulation, or the acceptable use policies of any AI Service Provider. You are fully responsible and liable for your use of AI Outputs and VSON, and the Company will have no responsibility of any type for such use. Without limiting the foregoing, you acknowledge and agree that: (i) AI Outputs and VSON are generated using probabilistic and generative techniques and may be inaccurate, incomplete, misleading, or otherwise unsuitable for any particular purpose; (ii) you must independently review and validate all AI Outputs and VSON before relying on, distributing, publishing, or otherwise using them; and (iii) AI Outputs (including without limitation AI-generated plans, drawings, diagrams, and spatial layouts) do not constitute professional advice of any kind and must not be used for architectural, engineering, construction, life-safety, regulatory, legal, financial, medical, or other consequential purposes without independent review and certification by a qualified licensed professional.

Intellectual Property Matters

Use of SmartDraw does not give you ownership of any intellectual property rights in SmartDraw or any Content that is not your own. SmartDraw and the technologies the Company uses to provide SmartDraw are the sole and exclusive property of Company and its licensors and are protected by patent, copyright, trademark, and other laws of both the United States and foreign countries. Your only interest in SmartDraw is the License and nothing herein grants you (and you shall not accrue in any manner) any other right, title, or interest in or to SmartDraw, the intellectual property rights associated with SmartDraw, or any third party's data or other Content. These Terms do not grant you any rights to use the Company's trademarks, logos, domain names, or other brand features. All rights of every kind that are not expressly granted to you in these Terms are entirely and exclusively reserved by the Company and its licensors.

All right, title, and interest in and to all Feedback is hereby transferred and conveyed by you to Company and shall be owned exclusively by the Company. The Company may (but will not be obligated to) use, implement, apply, incorporate, or otherwise avail itself of any and all Feedback,

in whole or in part, at any time and in its sole discretion, and the Company will not have any liability, cost, expense, or other obligation to you or any of your employees, agents, or affiliates with respect thereto.

Acceptable Use Policy

Your authorized access and use of SmartDraw is limited to accessing and using SmartDraw in accordance with these Terms only using the interface, instructions, and functionality that the Company provides. You will not permit any person under the age of 18 to be a User, or if you are under the age of 18, you may not access or use SmartDraw. In addition to the other limitations and restrictions on your access and use of SmartDraw set forth in these Terms, you agree not to, and not to attempt to, access or use SmartDraw or any associated systems or resources to do any of the following: (a) probe, scan, test, assess, or exploit the vulnerability of any system or network; (b) breach or otherwise circumvent any security or authentication measures; (c) access, tamper with, or use non-public areas of the Company or the Company's systems or services, including without limitation any systems, services, or servers under the Company's control or possession; (d) interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of SmartDraw; (e) engage in any activity that disrupts or interferes with any other User's or person's enjoyment of SmartDraw; (f) plant, upload, send, or utilize Malware or otherwise use SmartDraw to distribute Malware, engage or attempt to engage in any privilege escalation attacks or similar actions, or execute or attempt to execute malicious code on any server, network, system, or device owned or operated by or on behalf of the Company or any of its customers; (g) access or search SmartDraw by any means other than the Company's publicly supported interfaces (for example, "scraping"); (h) obtain or use the usernames, passwords, or credentials of any other person or entity; (i) access, store, use, or disclose any confidential or proprietary information of any person or entity without proper authorization or consent; (j) send unlawful communications, promotions or advertisements, or spam; (k) send altered, deceptive or false source-identifying information, including "spoofing" or "phishing"; (l) publish anything that is fraudulent, misleading, or infringes on or misappropriates another's rights; (m) promote or advertise products or services other than your own without appropriate authorization; (n) impersonate or misrepresent your affiliation or relationship with any person or entity; (o) create any copies, reproductions, derivative works, displays, or duplications of SmartDraw; (p) create any software or service that is competitive with SmartDraw; (q) store, publish or share materials that: (i) are unlawful, pornographic, or indecent; (ii) advocate bigotry, religious, racial or ethnic hatred; (iii) are abusive, threatening, obscene, or defamatory; or (iv) otherwise offend public morals, as determined by the Company in its sole discretion; (r) violate any applicable law or regulation; (s) violate the privacy of others or defame others; (t) submit any AI Input to the AI Features that you do not have all rights, authority, and permissions to submit, including without limitation any AI Input that infringes upon, misappropriates, or violates the intellectual property rights, privacy rights, publicity rights, or other rights of any third party; (u) use the AI Features to generate, transmit, or store any AI Output that is unlawful, defamatory, fraudulent, harassing, discriminatory, sexually explicit, that depicts or sexualizes minors, that promotes or facilitates violence or self-harm, or that is otherwise objectionable as determined by the Company in its sole discretion; (v) use the AI Features to make decisions that produce legal effects concerning any natural person or similarly significantly affect any natural person, including without limitation decisions relating to employment, creditworthiness, credit scoring, insurance,

housing, education, immigration, access to public benefits, criminal justice, or access to essential private or public services, without meaningful, independent human review and oversight by a qualified person with the authority, competence, and ability to override the AI-generated output; (w) use AI Outputs as architectural, engineering, construction, life-safety, or regulatory documents without independent review and certification by a qualified licensed professional; (x) misrepresent AI Outputs as having been created by a human, or fail to disclose the use of AI Features where such disclosure is required by applicable law; or (y) use the AI Features in violation of any applicable law or regulation governing artificial intelligence, automated decision-making, or generative artificial intelligence systems. Certain AI Features may be subject to acceptable use policies, restrictions, use limitations, or other obligations imposed by the applicable AI Service Providers, and availability and functionality of such AI Features will be subject to all such policies, restrictions, use limitations, and other obligations.

General Restrictions

In addition to the other restrictions and requirements set forth in these Terms and to the maximum extent permitted by applicable law you agree and acknowledge that you will not, and will not aid, assist, or allow any other person or entity to, engage in any of the following actions (the "General Restrictions"), and that each of the following actions is expressly prohibited to the maximum extent permitted by applicable law: (a) decompiling, disassembling, or reverse engineering SmartDraw or any portion thereof (including without limitation any features, functionality, algorithms, processes, procedures, methods, source code, or object code used in or incorporated into SmartDraw); (b) modifying, translating, adapting, arranging, porting, or creating derivative works of SmartDraw (or any portion thereof, including without limitation any content, data, or information belonging to, owned by, or licensed to the Company); (c) selling, transferring, renting, leasing, loaning, sublicensing, subcontracting, or otherwise distributing or granting to any other person or entity all or any portion of SmartDraw or any other rights granted to you under these Terms (including without limitation allowing any other person or entity to use your username, password, account, or other credentials for SmartDraw); (d) allowing access to SmartDraw in connection with a web hosting, commercial time sharing, service bureau, or similar service; (e) removing, altering or obscuring any copyright, trademark, or other proprietary notices, labels or marks on or from SmartDraw; (f) using, designing, or assisting in the design of any cheats, exploits, automation software, bots, hacks, mods, scripts, or any unauthorized software designed to modify, interfere, or interact with SmartDraw; (g) disrupting, overburdening, or aiding in the disrupting or overburdening of any SmartDraw servers or computer systems (including without limitation participating or otherwise being involved in any denial of service attacks); (h) instituting, assisting, or becoming involved in any type of attack, including without limitation privilege escalation attacks, denial of service attacks, or other attempts to disrupt SmartDraw or any other person's use or enjoyment thereof; (i) attempting to gain unauthorized access to SmartDraw or any accounts of other users of SmartDraw or to the computers, systems, services, or networks connected to SmartDraw, including without limitation by modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of SmartDraw or owned or operated by the Company; (j) soliciting or attempting to solicit personal information from other users of SmartDraw; (k) collecting, harvesting, uploading, sharing, or posting anyone's private or confidential information, including without limitation personally identifiable information, identification documents, or financial

information, without all applicable or appropriate authorizations, consents, and approvals; (l) uploading, providing, storing, or transmitting through or using SmartDraw any data or information that is subject to any heightened security standard (including any personal health information, personally identifiable information, or financial information); (m) accessing or using SmartDraw if you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals; (n) installing, accessing, or otherwise using or copying SmartDraw or any portion thereof other than in strict compliance with these Terms; (o) using, copying, or extracting any AI Output, the SmartDraw Skill, the SmartDraw MCP Server, or any related materials for the purpose of training, developing, fine-tuning, evaluating, benchmarking, or improving any artificial intelligence model, machine learning system, or competing service, in each case other than your personal use of SmartDraw as expressly permitted under the License; (p) attempting to identify, extract, or reverse-engineer any system prompts, weights, training data, or model parameters used by the AI Features or any AI Service Provider; (q) circumventing or attempting to circumvent any safety, content, rate limit, usage, or moderation controls applied to the AI Features by the Company or any AI Service Provider; or (r) submitting AI Inputs that include personally identifiable information, personal health information, financial account information, government-issued identification numbers, or other sensitive personal information of any person.

Restrictions on Use of Available Materials

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Other Content

SmartDraw may contain links to third-party websites or resources. In addition, your ability to access and use SmartDraw or certain functions thereof may be dependent on your use of third party software, including without limitation a modern and compatible web browser, software to view pdf files, an email client, compatible graphics drivers, and other third party software. The Company does not endorse and is not responsible or liable for any third party websites, resources,

or software in any manner, including without limitation the availability, accuracy, related content, products, or services offered thereby. You are solely responsible for: (a) your access or use of any such websites, resources, or software; (b) compliance with any terms, conditions, licenses, or other agreements or arrangements required as a result of your download, installation, access, or use of any such websites, resources, or software, or the products or services offered thereby.

Without limiting the foregoing, the AI Features rely on one or more AI Service Providers. The terms applicable to AI Service Providers, including without limitation the Company's disclaimers with respect thereto, are set forth in the "AI Features" section of these Terms.

Indemnification

You and, if different than you, the License Purchaser (including without limitation each User thereof) agree to defend, indemnify, and hold harmless the Company and each of its other users, affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including without limitation reasonable attorneys' fees) arising out of, relating to, or resulting from: (a) your violation of these Terms; (b) your use of SmartDraw (including without limitation any use of SmartDraw in a manner that has not been expressly authorized by the Company); (c) all Content and all use, disclosure, sharing, and display thereof (including without limitation the actual or alleged infringement of any person's or entity's intellectual property rights or other proprietary rights); (d) any representation or warranty made by you being false or misleading; (e) all AI Inputs submitted by you, by your Users, or by any third-party large language model platform you have configured, and all AI Outputs generated therefrom (including without limitation the actual or alleged infringement of any person's or entity's intellectual property rights or other proprietary rights by such AI Inputs or AI Outputs); (f) your use of, distribution of, publication of, or reliance on any AI Output, including without limitation any use of AI Outputs in connection with architectural, engineering, construction, life-safety, regulatory, legal, financial, medical, or other consequential decisions; (g) your or any User's access to, use of, configuration of, or interaction with any Third Party AI, including without limitation: (i) any data, information, Content, AI Inputs, or other materials submitted to, processed by, disclosed to, or made available to any Third Party AI by you, by any User, or as a result of your or any User's use of SmartDraw, the AI Features, the SmartDraw Skill, the SmartDraw MCP Server, or any other feature or functionality of SmartDraw; (ii) any outputs, results, responses, or other materials generated by any Third Party AI in connection with your or any User's use of SmartDraw or the AI Features; (iii) any violation by you or any User of the terms of service, acceptable use policies, privacy policies, or other agreements or requirements applicable to any Third Party AI; and (iv) any failure by you or any User to obtain all necessary rights, consents, authorizations, and approvals required for the submission of data or information to, or the processing of data or information by, any Third Party AI; and (h) any actual or alleged violation of the rights of any person or entity (including without limitation intellectual property rights, privacy rights, confidentiality rights, and data protection rights) arising out of or relating to your or any User's use of any Third Party AI in connection with SmartDraw or the AI Features. For the avoidance of doubt: (i) if any action or proceeding is brought against you by the Company seeking indemnification pursuant hereto, the Company shall be entitled to recover its attorney's fees if the Company is the prevailing party in such action or

proceeding; and (ii) all acts and omissions of a User shall also be deemed the acts and omissions of the License Purchaser for purposes hereof.

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YOUR ACCESS TO, USE OF, AND RELIANCE ON THE AI Features, AI Outputs, AND ANY Third Party AI.

Limitation of Liability

TO THE GREATEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE Company OR THE Company's AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY DAMAGES WITH RESPECT TO, RELATED TO, OR RESULTING FROM LOSS OF USE, DATA, BUSINESS, REPUTATION, OR PROFITS) TO you, License Purchaser, ANY User, OR ANY THIRD PARTY, REGARDLESS OF LEGAL THEORY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT THE Company HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE Company's GROSS AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO, ARISING OUT OF, OR RESULTING FROM SmartDraw AND/OR THESE Terms WILL NOT EXCEED THE AMOUNTS PAID BY THE License Purchaser (OR IF NO License Purchaser, BY you) TO THE Company FOR THE MOST RECENT TWELVE MONTHS OF THE License, MEASURED FROM THE DATE THE LIABILITY ACCRUED.

Company will have no liability or obligation for any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including without limitation reasonable attorneys' fees) to you, License Purchaser, or any third party arising out of, relating to, or resulting from any act, event, cause, or condition that is beyond the Company's control, including, without limitation, accidents, acts of God, acts of any government, contagion or pandemic, failure of third party communication networks, failure or compromise of third party service providers, failure or compromise of independent contractors, failure of agents, unavailability of hardware or software (including without limitation SmartDraw or any portion thereof), war, terrorist activity, industrial or labor disputes, fire, flood, tornado, explosion, civil disorder, power failure, equipment failure, acts of civil or military authorities, theft, vandalism, misuse, insurrection, inability to obtain necessary supplies, any other circumstances beyond the Company's control, and any business interruption, loss of data, or failure related to or resulting from the foregoing.

Without limiting the generality of the foregoing and notwithstanding anything to the contrary herein, the Company will have no liability or obligation with respect to any claims, liabilities, damages, judgements, awards, losses, costs, expenses, or fees (including without limitation attorneys' fees) to License Purchaser or any third party arising out of, relating to, or resulting from any acts, omissions, events, circumstances, or occurrences by, with, or at any third party service provider (including without limitation the compromise of any third party's network, the unauthorized access or use of information from a third party, or any failure, non-availability, non-operation, error, or other malfunction or mis-operation of any third party or the software or solutions provided thereby), in each case as reasonably determined by Company.

In no event shall the Company have any liability to you for your access to or use of Beta Software, including but not limited to direct, indirect, consequential, incidental, special, and punitive

damages, and any damages based on lost profits, data, or use, regardless of whether damages are sought under contract, tort, or any other theory of liability. To the extent that the foregoing disclaimer of liability is unenforceable under applicable law, the Company's liability with respect to the Beta Software shall not, in the aggregate, exceed one hundred dollars (U.S. $100.00).

Without limiting the generality of the foregoing and notwithstanding anything to the contrary herein, the Company shall have no liability or obligation with respect to any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including without limitation reasonable attorneys' fees) to License Purchaser, you, any User, or any third party arising out of, relating to, or resulting from: (a) any AI Output (including without limitation the accuracy, completeness, currency, reliability, suitability, or infringement of any AI Output, or your or any other person's use of, reliance on, distribution of, or publication of any AI Output); (b) any act, omission, error, outage, or other conduct of any AI Service Provider; (c) any use of AI Outputs for architectural, engineering, construction, life-safety, regulatory, legal, financial, medical, or other consequential decisions without independent review and approval by a qualified professional; or (d) any Third Party AI, including without limitation: (i) any act, omission, error, outage, data breach, unauthorized access, unauthorized use, or other conduct of any Third Party AI or the provider thereof; (ii) any data, information, Content, AI Inputs, or other materials submitted to, processed by, disclosed to, stored by, or made available to any Third Party AI, whether by you, by any User, or as a result of your or any User's use of SmartDraw, the AI Features, or any feature or functionality of SmartDraw; (iii) any AI Outputs or other outputs, results, or other materials generated by or as a result of any Third Party AI; (iv) any failure, non-availability, non-operation, error, or other malfunction or mis-operation of any Third Party AI or the software, systems, or solutions provided thereby; and (v) any violation of any terms of service, acceptable use policies, privacy policies, data protection requirements, or other agreements or obligations applicable to any Third Party AI.

Copyright Matters and DMCA Policy

The Company respects the intellectual property rights of others and expects Users to do the same. In accordance with applicable law (including without limitation the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at: http://www.copyright.gov/legislation/DMCA.pdf), the Company will respond expeditiously to claims of copyright infringement committed using SmartDraw if such claims are reported to our Designated Copyright Agent identified in the sample notice below.

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through SmartDraw by completing the following DMCA Notice of Alleged Infringement (the "Notice") and delivering it to our Designated Copyright Agent. Upon receipt of a Notice containing the information described below, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from SmartDraw.

The Notice should be in the following form:

DMCA Notice of Alleged Infringement

First, identify the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by this Notice, you may provide a representative list of the copyrighted works that you claim have been infringed.

Second, identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown in SmartDraw or the exact location where such material may be found.

Third, provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.

Fourth, include both of the following statements in the body of the Notice: "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)." "I hereby state that the information in this DMCA Notice of Alleged Infringement is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

Fifth, provide your full legal name and your electronic or physical signature.

Deliver the completed and duly executed Notice to the following (our "Designated Copyright Agent"):

Copyright Agent
SmartDraw Software, LLC
1780 Hughes Landing Boulevard, Suite 1100
The Woodlands, Texas 77380
copyright@smartdraw.com

Security Overview

The Company provides this information so that you can better understand the security measures the Company has put in place to protect the Content that you create and store using SmartDraw as well as related processes and limitations with respect to data security.

Service Organization Control (SOC) 2 Type II

The Company engages an outside auditing firm to conduct a Service Organization Control (SOC) 2 Type II audit each year. A SOC 2 report falls under the AICPA AT 101 guidelines and can be either a Type I or a Type II. Whereas SSAE 16 (SOC 1) reports are used for audits of controls that impact a user organization's internal controls over financial reporting (ICFR), SOC 2 reports are intended for service organizations whose services do not impact ICFR. The typical users of a SOC 2 report will include prospective clients of the service organization, management of the service organization, and independent auditors providing services to the user organizations. The SOC 2 audit covers operational and/or regulatory compliance controls and follows pre-defined Trust

Services Principles and Criteria.

Storage Security

The Company encrypts the Content that you create and store on SmartDraw using the AES-256 standard. Encryption for storage is applied after Content is uploaded, and the Company manages the encryption keys.

The Company hosts SmartDraw on redundant servers in data centers in multiple states, all of which are professionally managed with 24/7 security staff to keep the data centers physically secure.

Data Transfer Security

If supported by your Device and the associated software used to access SmartDraw, your files are sent between the client or browser from which you access SmartDraw and the Company's servers over a secure channel using RSA 2048-bit (Secure Sockets Layer) encryption.

Data Back Up

The Company keeps redundant backups of all the Content hosted on SmartDraw at multiple locations to reduce the possibility of data loss.

Reporting Security Concerns

The Company routinely evaluates its security measures, undergoes information technology security related tests and procedures, and takes information security very seriously. If you become aware of any security issues associated with SmartDraw or the Company, please promptly report such issues to security@smartdraw.com. The Company investigates all reported security issues and, if appropriate, takes or undergoes processes to address any identified security issues.

Limitations

No security system is perfect and the Company cannot, and does not, guaranty the security of SmartDraw or its systems. Users and License Purchaser should only upload, enter, provide, or create data and information that you (and, if different than you, License Purchaser) are comfortable providing based on the security standards adopted by the Company as set forth above. Company will have no liability or responsibility to you or any third party for, and you assume all responsibility and liability for, the unauthorized access or use of any data or information.

In a timely manner following Company's receipt of a notice from License Purchaser (or if no License Purchaser, from you) during the Subscription Term or within 60 days following the earlier of the expiration or termination of the Subscription Term with a request by License Purchaser (or if no License Purchaser, from you) to destroy or overwrite Content, the Company shall promptly destroy or overwrite the applicable Content, other than Content contained in automatic computer backups and historical archives or that must be retained by the Company to fulfill any obligations of the Company (including without limitation for regulatory, legal, or audit purposes). If no such

notice is provided by License Purchaser (or if no License Purchaser, by you) in the foregoing period, the Company will destroy or overwrite Content in accordance with the Company's document retention policies and standard backup and archival procedures (other than Content which must be retained by the Company to fulfill any obligations of the Company, including without limitation for regulatory, legal, or audit purposes). The Company may, if required by applicable law or upon reasonable request or demand by the applicable person, delete or remove any personally identifiable information or other information associated with or attributable to such person.

Privacy

All data and information that you provide to the Company, through SmartDraw or otherwise, will be treated and handled in accordance with the Company's then-current Privacy Policy. You can access the Company's current Privacy Policy at https://www.smartdraw.com/about/privacy.htm, which such Privacy Policy may be updated from time-to-time in accordance with its terms. By accessing or using SmartDraw or by providing any information or data to the Company (through SmartDraw or otherwise), you agree to be bound by and subject to the Privacy Policy and agree that all data and information you provide will be used and handled in accordance with the Privacy Policy.

If required by applicable law or as may be ordered by a regulator or other governmental authority, including without limitation to meet national security or law enforcement requirements, the Company may be required to provide the contents of your files to a regulator, other governmental authority, or other third party. In such instances, you authorize the Company to remove the encryption from your files and provide them to the applicable regulator, governmental authority, or other third party.

When you use the AI Features, depending on the configuration of the applicable AI Feature and the use of the SmartDraw MCP Server, the Company may process AI Inputs and AI Outputs, which shall be processed by the Company in accordance with the Privacy Policy. AI Inputs may be transmitted to AI Service Providers as necessary to provide the AI Features. Information submitted to any AI Service Providers, including without limitation all Third Party AI, will be subject to the applicable privacy policy of such AI Service Providers or Third Party AI (and such AI Service Providers and Third Party AI may process, use, and disclose all AI Inputs and other submitted information in accordance with their own privacy policy). The Company may evaluate and monitor use of its AI Features and utilize information obtained in such process to improve its AI Features, however it will not use your Content to specifically train any of the Company's own artificial intelligence models (if any), except to the extent of de-identified, aggregated telemetry data used to evaluate, debug, and improve the AI Features. For complete information about the data handled, please refer to the Privacy Policy.

Publicity

You and, if different than you, License Purchaser each agree that the Company may publicly refer to you and, if different, License Purchaser, orally and in writing, as a customer or user of the Company, and if License Purchaser is an entity, License Purchaser grants to Company a limited,

non-exclusive, royalty-free license to use and display License Purchaser's name and logo on Company's website and in Company's marketing materials.

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These Terms set forth the entire understanding of you and the Company relating to SmartDraw and supersede any and all other previous or contemporaneous communications, agreements, representations, warranties or advertising with respect to SmartDraw. THESE TERMS SHALL PREVAIL OVER ANY PRE-PRINTED TERMS OR OTHER CONFLICTING OR ADDITIONAL TERMS OF ANY PURCHASE ORDER, ORDERING DOCUMENT, ACKNOWLEDGEMENT OR CONFIRMATION OR OTHER DOCUMENT ISSUED BY THE LICENSE PURCHASER, EVEN IF SIGNED AND RETURNED BY THE COMPANY.

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You agree to comply with all laws and regulatory requirements applicable to you, your use of SmartDraw, any Content or other information you provide to the Company (including without limitation through SmartDraw), or any work product, creations, data, information, or files generated, created, communicated, or shared using SmartDraw.

Without limiting the generality of the foregoing, you understand that export laws and regulations of the United States and any other relevant local export laws and regulations apply to SmartDraw and to any Content ("Export Laws") and agree to fully comply, and ensure your use of SmartDraw is fully compliant with, all applicable Export Laws (including without limitation "deemed export" and "deemed reexport" regulations). You agree to ensure that no data, information, software programs and/or materials resulting from, uploaded to, created using, or which otherwise are attributable to your use of SmartDraw (or direct product thereof) will be exported, directly or indirectly, in violation of the Export Laws, or will be used for any purpose prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

If you access or use the AI Features from, or your Users are located in, any jurisdiction with laws or regulations governing artificial intelligence systems (including without limitation the European Union Artificial Intelligence Act and any analogous or successor laws or regulations in the European Economic Area, the United Kingdom, or any other jurisdiction), you represent, warrant, and covenant that you will: (a) comply with all such laws and regulations applicable to your use of the AI Features; (b) make all disclosures required to be made to natural persons interacting with the AI Features or with AI Outputs, including without limitation disclosures that content has been generated or modified by an artificial intelligence system; (c) not use the AI Features for any purpose classified as "prohibited" under such laws or regulations; (d) not use the AI Features in connection with any "high-risk" use case as defined under such laws or regulations except with appropriate human oversight, risk management, and conformity assessments as required by applicable law; and (e) not use the AI Features to make decisions that produce legal effects concerning any natural person or that similarly significantly affect any natural person (including without limitation decisions relating to employment, creditworthiness, credit scoring, insurance, housing, education, immigration, access to public benefits, criminal justice, or access to essential

private or public services) without meaningful, independent human review by a qualified person with the authority and competence to override the AI-generated output and without all safeguards required by applicable law governing automated decision-making. You acknowledge that the AI Features are not designed or intended for, and are not certified for, high-risk uses or automated individual decision-making that produces legal or similarly significant effects, and you assume all responsibility and liability arising from any and all use of the AI Features, AI Service Providers, Third Party AI, and/or any AI Outputs by you or any User (including, without limitation, from any high-risk uses or automated individual decision-making).

U.S. Government Restricted Rights

If the License is being acquired by or on behalf of the United States government or a United States government prime contractor or subcontractor, the License is provided as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101) with the same commercial license rights as are described elsewhere in these Terms.

Arbitration; Waiver of Class Action

You and the Company agree that, to the greatest extent permitted by law, except as expressly set forth in these Terms, any and all disputes, claims, controversies, actions, or proceedings arising out of or relating to these Terms, SmartDraw, or any transaction or arrangements resulting therefrom or performed in connection therewith that are not resolved by mutual agreement between you and the Company: (a) will be brought by a party in such party's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding; and (b) will be submitted to neutral, final, and binding arbitration before JAMS (formerly Judicial Arbitration and Mediation Services), or its successor, pursuant to the United States Federal Arbitration Act, 9 U.S.C. §§1 et seq. Either party may commence the arbitration process by filing a written demand for arbitration with JAMS, with a copy to the other party. The arbitration will be conducted: (i) in accordance with the provisions of JAMS' Comprehensive Rules and Procedures in effect at the time of filing of the demand for arbitration; (ii) in the English language; and (iii) in Montgomery County, Texas. The parties will reasonably cooperate with JAMS and with one another in selecting a single arbitrator from a panel of neutrals provided by JAMS, and in scheduling the arbitration proceedings. If the parties are unable to agree on a single arbitrator from such panel of neutrals, the arbitrator will be determined and selected by JAMS. The parties agree that they will participate in the arbitration in good faith and that they will share equally in its costs. The arbitration shall be governed by the United States Federal Arbitration Act, 9 U.S.C. §§1 et seq., and judgement upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. You and the Company agree that the arbitration shall be kept confidential and that the existence of the arbitration proceeding and any element of it (including but not limited to any pleadings, briefs, or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the tribunal, JAMS, the parties, their counsel, accountants, and auditors, insurers and re-insurers, and any person or entity necessary to the conduct of the proceeding. The confidentiality obligations in this section shall not apply: (y) if disclosure is required by law, or in judicial or administrative proceedings; or (z) as far as disclosure is necessary to enforce the rights arising out of an arbitration award. Without otherwise limiting the requirements imposed herein, a party may seek any interim or provisional relief that may be

necessary to protect its interests hereunder solely in the state and federal courts located in Montgomery County, Texas, pending the resolution of any dispute in accordance herewith. If Company seeks interim or provisional relief in accordance herewith, the Company will have no obligation to prove actual damages or post any bond. You agree to give up any rights you may have to litigate any such disputes, claims or controversies in a court or jury trial. In the event of an action for interim or provisional relief, or if the agreement to arbitrate as provided herein is for any reason deemed invalid, you and the Company agree that the sole and exclusive jurisdiction and venue for any and all disputes, claims, controversies, actions, or proceedings arising out of or relating to these Terms, SmartDraw, or any transaction or arrangements resulting therefrom or performed in connection therewith shall be the state and federal courts in Montgomery County, Texas. You hereby agree to service of process in accordance with the rules of such courts.

You expressly agree that: (a) any dispute, claim, controversy, action, or proceeding with or involving the Company is personal to you; (b) any dispute, claim, controversy, action, or proceeding shall only be resolved by arbitration in accordance with these terms (except as otherwise expressly permitted in these Terms) in your individual capacity and not as a plaintiff or class action member in any purported class or representative proceeding; (c) you will not bring a dispute as a representative of any other person or persons; and (d) you will not permit a dispute to be brought as, and shall not participate in, a class or representative action on behalf of any other person or persons. Except as otherwise expressly set forth in these Terms, a dispute, claim, controversy, action, or proceeding may only be resolved through an individual arbitration proceeding in accordance herewith and shall not be brought as a class arbitration, a class action, or any other representative proceeding.

Other Legal Matters

These Terms shall be governed by and construed in accordance with the laws of the State of Texas, U.S.A., without reference to or application of choice of law rules or principles.

Notwithstanding any choice of law provision or otherwise, the Uniform Computer Information Transactions Act and the United Nations Convention on the international Sale of Goods shall not apply to these Terms. These Terms control the relationship between the Company and you. These Terms do not create any third party beneficiary rights, other than the right of Company to enforce the terms hereof against Users.

License Purchaser and, if different, you, will each: (a) ensure that all of the obligations and terms applicable to Users set forth in these Terms (as may be amended from time to time in accordance herewith) will be binding upon and applicable to each of its Users; (b) be responsible for all acts and omissions of each of its Users, including without limitation any breach by any User of any obligations applicable to such User pursuant to these Terms; and (c) assist and cooperate with the Company, as may be requested by the Company, to protect or enforce the rights or interests of the Company hereunder.

If you do not comply with these Terms, and the Company does not take action right away, this does not mean that the Company is waiving or giving up any rights that it may have (such as taking action in the future). Any waiver by the Company, to be valid, must be in a writing duly executed

by the Company, and any waiver of any right by the Company will not preclude any further exercise of that right.

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms. If any provision of these Terms or portion thereof shall be held invalid or unenforceable in part, such provision or portion thereof, as applicable, shall be interpreted and substituted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the portion of such provision, together with all other provisions of these Terms, shall remain valid and enforceable and continue in full force and effect to the fullest extent consistent with law.

The English language version of these Terms is legally binding, and in the event of any inconsistencies between the English version and any translations hereof, the English version shall control. The section headings provided in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms. The words herein, hereto, hereof, and words of similar import refer to these Terms as a whole and not to any particular section of these Terms. All instances of the words include, includes, or including in these Terms shall be deemed to be followed by "without limitation" unless already followed by such words or words of substantially the same meaning. The word "or" when used herein shall not be limited and shall mean the conjunctive "and/or".

Company may, is expressly permitted to, and will not be deemed to be in breach of any obligation of these Terms if it elects to: (i) update, modify, or adjust any security, data security, or backup processes, procedures, protections, methods, controls, or measures, including without limitation adopting or implementing additional or stronger security processes or controls; (ii) update, modify, change, or adjust SmartDraw or any of the functionality, services, processes, procedures, interface, access methods, software, systems, or other aspects thereof, in whole or in part, including without limitation implementing new features, addressing errors, fixing bugs, and otherwise improving or modifying SmartDraw; (iii) update its Privacy Policy in accordance with its terms, which such updated Privacy Policy will be effective upon the applicable update; (iv) update its Acceptable Use Policy or General Restrictions, which such updates shall be effective upon notice to License Purchaser thereof; and (v) make any other modifications to SmartDraw or these Terms as may be necessary or appropriate to comply with any applicable law or regulation, which such modifications will be effective upon posting of such update.

Except as expressly set forth in these Terms, all rights and remedies conferred herein shall be cumulative and in addition to all other rights and remedies available to each party.

Certain Taxes

You, and if different than you, License Purchaser are each responsible for paying, and will pay, any and all taxes due and owing as a result of the License or the other transactions contemplated hereby (other than taxes owed by Company on Company's income resulting from these Terms, if any). If you or the License Purchaser is subject to the Value Added Tax ("VAT") within the European Union or the Goods and Services Tax ("GST") within Australia, and has provided the Company with an exemption identification number to avoid collection of the tax in connection

with the purchase of the License, you or the License Purchaser is deemed for all purposes to have represented and warranted to the Company that it holds a valid exemption from the VAT or GST, as applicable. The License Purchaser and you will each indemnify and hold harmless the Company for any claims against the Company resulting from a breach of this representation and warranty by you or the License Purchaser.

Assignment

Your rights hereunder are not assignable, sublicensable or transferable without the prior written consent of the Company, which consent may be provided or withheld on a case-by-case basis in the Company's sole discretion. The Company may freely assign, transfer, and delegate its rights and obligations under these Terms at any time and for any reason.

Notices; User Communications

You agree to keep on-file with the Company, at all times, a valid email address and mailing address, in each case that you regularly monitor. If you change your email or mailing address, you agree to promptly (and in any event within three days) update the email address then on-file with the Company, either through appropriate section of the "My Account" menu when logged into SmartDraw or by notifying the Company's customer service department (see the "contact us" link available at https://www.smartdraw.com/support/) and providing the customer service department with the updated information as well as sufficient information to identify you and verify your identity. You agree that any and all notices to be provided to you by Company may be provided, at the Company's discretion: (a) through posting an account alert, notice, or message via the SmartDraw platform, which such notice will be deemed effective upon posting; (b) by sending such notice via email to your email address then on-file with the Company, which such notice shall be deemed effective upon sending such email; or (c) by sending such notice to your mailing address, either by US Postal Service or overnight courier, in each case postage prepaid, which such notice shall be deemed effective three (3) days after being sent if sent by US Postal Service or the day after being sent if sent by overnight courier. Any notice delivered to License Purchaser in accordance with the foregoing shall be deemed to have been given to any and all Users simultaneously, notwithstanding whether such notice was actually delivered to any Users.

Any and all notices that you may elect to provide to the Company shall be sent by physical letter to the Company either by US Postal Service or overnight courier, in each case postage prepaid, and which will be deemed given upon receipt by the Company. The Company's address for purposes of such notice is:

SmartDraw Software, LLC
Attn: Legal Department
1780 Hughes Landing Boulevard, Suite 1100
The Woodlands, Texas 77380

Notwithstanding the foregoing, in addition to sending any applicable notice, you agree to immediately inform the Company (which shall not constitute notice) of any information that is of a time-sensitive nature or which, pursuant to these Terms, can be communicated via email or by

contacting the Company's customer service department, by notifying the Company's customer service department by email or message through the SmartDraw website (see the "contact us" link available at https://www.smartdraw.com/support/). Such time sensitive information includes, without limitation: (i) the compromise of any username, password, or account; (ii) the election to disable any particular account or User; (iii) any unauthorized access to or use of SmartDraw or any Content; or (iv) the actual or alleged infringement or misappropriation of any person's intellectual property or other proprietary rights.

The Company reserves the right to send service related e-mails or initiate other communications (including without limitation phone calls and text messages) notifying you of or contacting you with respect to: (a) operational or other changes that may affect SmartDraw; (b) account issues, including without limitation for dual factor authentication, to the extent supported; (c) account and other service related information; (d) responses to any Content, including without limitation any inquiries, requests, or communications we receive from you; (e) to contact you regarding payment matters; or (f) to contact you for such other interactions as are reasonable or appropriate with respect to your access or use of SmartDraw. Please note that you cannot opt out of service e-mails or communications because these service e-mails and communications provide information critical for the operation of, and your use of, SmartDraw. We may additionally send you marketing e-mails. You can opt-out of receiving such marketing e-mails by editing your communication preferences in your account settings. You hereby grant the Company permission to send you all service and marketing e-mails and to otherwise contact you (including without limitation by phone calls or text messages) as described above.

Basis of Bargain

You acknowledge and agree that the Company has entered into these Terms in reliance upon the disclaimers of representations and warranties and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.