END USER LICENSE AGREEMENT

PLEASE READ CAREFULLY: This End User License Agreement (the “Agreement”) is a legal agreement between you (either an individual or a single legal entity) (“Licensee”) and SmartDraw Software, LLC (“SmartDraw”) with respect to Licensee’s license of the SmartDraw Diagrams for Confluence by Adaptivist software program (the “Software”). SmartDraw is willing to license the Software only upon the condition that Licensee accepts all of the terms contained in this Agreement. By installing, uploading, accessing or otherwise using all or any portion of the Software, Licensee agrees to be legally bound by this Agreement. Before Licensee continues, Licensee should print or save a local copy of this Agreement for Licensee’s records. If an individual is agreeing to these terms on behalf of a company or other legal entity, such individual represents that he or she has the legal authority to bind such entity to these terms, and all references to "Licensee" shall apply to such entity. If such individual does not have such authority, or if Licensee does not wish to be bound by the terms of this Agreement, then do not install, upload, access or otherwise use the Software.

1. DEFINITIONS. For purposes of this Agreement, the following terms have the meanings set forth below:

“Application” means the Atlassian application within which the Software runs.

“Atlassian” means Atlassian Pty Ltd (ABN 53 102 443 916).

"Authorized Number of Users" means the maximum number of Users authorized to access and use the Software concurrently as shown by the quantity of User licenses purchased or otherwise acquired by the Licensee.

“Cloud Application” means an Application that is developed to run in the Atlassian Cloud environment.

“Content” means diagrams, documents and other information created by Users on, or uploaded by Users to, the Atlassian Cloud environment.

“Contextual Click” means a right-click on Computers running Windows, a ctrl-click or secondary click on Apple Computers, and a long tap on touch screen Computers.

“Fees” mean all fees and expenses payable by the Licensee in acquiring the Software and as applicable any Maintenance or User Licenses

“Free License” means a License for which the Fees are waived.

“License” means the license granted to Licensee pursuant to Section 2 of this Agreement.

“Licensee” means the person or entity who purchases or otherwise acquires a License to the Software.

“Maintenance” means the provision of Software updates and/or enhancements made generally available to customers from time to time, and online technical support for the sole purpose of addressing technical issues relating to the use of the Software. Please note: in the case of a Cloud
Application, maintenance in the form of a Software update will be automatically applied and is therefore accepted by all associated licensees.

"Malware" means viruses, worms, time bombs, Trojan horses, spyware and other harmful or malicious code, files, scripts, agents or programs.

“Paid License” means a License for which Fees have not been waived.

“Server Application” means an Application that is developed to run on the Licensee’s computers.

"Software" means the SmartDraw Diagrams for Confluence by Adaptivist computer program, and any updates or error corrections thereto.

"User" means an individual user of the Software allowed access to the Software by the Licensee.

2. LICENSE. Subject to the terms and conditions of this Agreement, SmartDraw grants to Licensee a nonexclusive, nontransferable, nonsublicensable, limited License to use the Software. The Licensee is responsible for its Users' compliance with this Agreement and will indemnify SmartDraw for all costs, damages and loss SmartDraw suffers arising from any noncompliance.

3. SERVER APPLICATIONS. The following applies to Licensee’s use of all Software, excluding Cloud Applications:

   (a) The Licensee agrees not to allow access to the Software at any time to more than the Authorized Number of Users.

   (b) The Licensee is permitted to copy the Software for data protection, archiving and backup purposes only and for no other purpose. However, only the strictly necessary number of backup copies may be made.

   (c) Subject to the terms of this Agreement and unless terminated earlier in accordance with this Agreement, the term of the License to the Server Application granted hereunder shall be perpetual.

   (d) The Software may only be installed and made available for use on hardware systems owned, leased or controlled by the Licensee. If Licensee installs the Software or makes the Software available for use on hardware systems not owned, leased or controlled by the Licensee (“Uncontrolled Systems”), the Licensee will ensure the terms of this Agreement are complied with by users of such Uncontrolled Systems and the Licensee will indemnify SmartDraw for all costs, damages and loss SmartDraw suffers arising from such installation or use of the Software on Uncontrolled Systems.

   (e) The Software may only be used in connection with the Atlassian Confluence environment.

   (f) Certain expanded features of the Software, including access to the full library of symbols and templates, as used in the Server Application may in some cases require Internet access to
SmartDraw’s servers. Additionally, converting certain imported content (such as a non-XML version of a Visio file) into a form usable with the Software may also require access to SmartDraw’s servers. SmartDraw will maintain these capabilities for so long as it maintains the Cloud Application.

4. CLOUD APPLICATIONS. The following applies to each User’s use of Cloud Applications:

(a) The Licensee may not provide access to the Cloud Application at any time to a number of Users in excess of the Authorized Number of Users.

(b) Subject to the terms of this Agreement and unless terminated earlier in accordance with this Agreement, the term of the License to the Cloud Application granted hereunder shall be (i) for the period indicated to the Licensee when the License is purchased in the case of a Paid License, and (ii) one calendar year (365 days) from the date of download for a Free License.

(c) The Licensee is responsible for identifying and authenticating all Users, for approving access by such Users to the Cloud Application, for controlling against unauthorized access by Users and for maintaining the confidentiality of usernames, passwords and account information. By allowing access to the Cloud Application to Users, the Licensee accepts responsibility for the confidentiality and timely and proper termination of User records. SmartDraw is not responsible for any harm caused by Users, including individuals who were not authorized to have access to the Cloud Application but were able to gain access because usernames, passwords or accounts were not terminated on a timely basis. The Licensee is responsible for all activities that occur under its Users usernames, passwords and accounts or as a result of the Users’ access to the Cloud Application. The Licensee will notify SmartDraw immediately of any unauthorized use of the Cloud Application, and the Licensee will make reasonable efforts to prevent unauthorized third parties from accessing the Cloud Application. The Licensee may designate a license administrator to administer the functions described above, but the Licensee will remain ultimately responsible for compliance with this Agreement.

(d) The Software may only be used in connection with the Atlassian Confluence Cloud environment.

5. TERMINATION OR EXPIRATION OF LICENSE. This License may be terminated immediately and without further notice if Licensee or any User violates any provision of this Agreement. Subject to the terms of this Agreement and unless so earlier terminated, the License granted hereunder will last for the period of time described in Section 3(c) or 4(b) hereof, as applicable. Licensee acknowledges that (i) Licensee’s right to install and use the Software is limited to the term of License, (ii) other than Paid Licenses for Server Applications, the Software is designed to cease to function upon expiration of the term of the License if the License is not renewed, and (iii) the Licensee may generally renew its License, but the terms upon which the Software may be licensed upon a renewal are subject to change by SmartDraw in its sole discretion. Any attempt to defeat the time control disabling function in the Software is a material breach of this Agreement and a violation of intellectual property law.
6. MAINTENANCE. If Licensee has purchased a License for Server Applications, License will receive all updates and upgrades applicable to the Software that are released during the first year following the date of purchase. Thereafter, the Licensee may purchase such maintenance programs as SmartDraw has in effect from time to time. If Licensee has a Free License or a Paid License for Cloud Applications, Licensee will receive all updates and upgrades applicable to the Software that are released during the term of the License.

7. VALIDATION. The Software is Licensed to Licensee with a unique License number, which is confidential and may not be published or disclosed by Licensee. The Software will, from time to time, execute the validation feature of the Software. Validation verifies that the Software has been activated and is properly licensed. During a validation check, the Software will send information regarding the Software to SmartDraw. This information includes the version of the Software and the unique License number. BY INSTALLING AND USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION TO SMARTDRAW.

8. GENERAL RESTRICTIONS. Licensee agrees and acknowledges that, unless enforcement is prohibited by applicable law (and then only to the extent prohibited by applicable law), the following actions by users are expressly prohibited:

   (a) Users may not (and may not permit any third party to) decompile, disassemble or reverse engineer the Software.

   (b) Users may not (and may not permit any third party to) modify, translate, adapt, arrange or create derivative works of the Software.

   (c) Users may not (and may not permit any third party to) sell, transfer, rent, lease, loan, or otherwise distribute all or any portion of the Software or any other rights granted to Licensee in this Agreement.

   (d) Except as otherwise expressly provided in this Agreement, Users may not (and may not permit any third party to) allow access to the Software over the Internet, including, without limitation, in connection with a web hosting, commercial time sharing, service bureau, or similar service.

   (e) Users may (and may not permit any third party to) not remove, alter or obscure any copyright or other proprietary notices, labels or marks from the Software.

   (f) Users may not (and may not permit any third party to) otherwise install, access or otherwise use or copy the Software other than in strict compliance with the terms of this Agreement.

9. ACCEPTABLE USE POLICY. Licensee agrees to cause all Users not to misuse the Software. For example, Users must not, and must not attempt to, use the Software to do any of the following:

   (a) probe, scan, or test 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 Server Application or Cloud Application;

(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 the Server Application or Cloud Application;

(e) plant Malware or otherwise use the Server Application or Cloud Application to distribute Malware;

(f) access the Server Application or Cloud Application by any means other than publicly supported interfaces (for example, "scraping");

(g) send unlawful communications, promotions or advertisements, or spam;

(h) send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";

(i) publish anything that is fraudulent, misleading, or infringes another's rights;

(j) promote or advertise products or services other than the User’s own without appropriate authorization;

(k) impersonate or misrepresent Your affiliation with any person or entity;

(l) publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred; or

(m) violate the law in any way, or to violate the privacy of others, or to defame others.

10. FURTHER RESTRICTIONS ON USE OF CLIPART, SYMBOLS, TEMPLATES AND PHOTOGRAPHIC IMAGES. The Software contains clipart, templates and photographic images (collectively, "Images") which are owned by SmartDraw or its licensors. Users may use and publish the Images as part of their own work product, subject to the restrictions in this Agreement and any additional restrictions or conditions described in the credits dialog box in certain Image libraries. Where an Image in a library contains a copyright notice, the notice must be maintained and unaltered in any reproduction of the Image. To find out if an Image is covered by a copyright notice, Users must make a Contextual Click on the Image in the applicable Image library and select "Credits" from the menu to view license information. Subject to the foregoing:
(a) Users may incorporate any Images into their own original work and publish, display and distribute their work in any media.

(b) Users may not resell, sublicense or otherwise make available the Images for use or distribution separate from their own work.

(c) Users may not create scandalous, obscene, defamatory or immoral works incorporating any Image, or use any Image for any purpose prohibited by law.

(d) Users may not use any Images in a manner that suggests an association with, or endorsement of, any product or service provided by any identifiable individuals, products or entities.

11. ALL RIGHTS RESERVED. Title to and ownership of the Software and all related intellectual property are retained by SmartDraw and its licensors. The Software is confidential and the Software is copyrighted. The Software is Licensed to Licensee, not sold. All rights of every kind that are not expressly granted to Licensee in this Agreement are entirely and exclusively reserved by SmartDraw and its licensors.

12. INFRINGEMENT. If the Software becomes, or in the opinion of SmartDraw may become, the subject of a claim of infringement of any third party’s intellectual property rights, SmartDraw may, at its option and in its discretion: (a) procure for Licensee the right to use the Software free of any liability; (b) replace or modify the Software to make it non-infringing; or (c) refund any license Fees related to this Software paid by Licensee. The foregoing states the sole liability of SmartDraw and the exclusive remedy of Licensee for any infringement of intellectual property rights by the Software or any other items provided by SmartDraw under this Agreement. Licensee will indemnify and hold harmless SmartDraw against all costs, expenses, losses and claims made against SmartDraw as a result of any infringement of a third party’s intellectual property rights arising from the Licensee’s or its User’s unauthorized use of the Software under this Agreement.

13. DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THIS AGREEMENT, SMARTDRAW MAKES, AND THE LICENSEE RECEIVES, NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE. THE SOFTWARE IS PROVIDED “AS IS.” ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SOFTWARE AND ITS FUNCTIONALITY IN ANY COMMUNICATION WITH THE LICENSEE CONSTITUTE TECHNICAL INFORMATION AND NOT AN EXPRESS WARRANTY OR GUARANTEE. IN ADDITION, SMARTDRAW SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, SMARTDRAW DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING MAY NOT APPLY TO THE LICENSEE. THIS LIMITED WARRANTY GIVES THE LICENSEE SPECIFIC RIGHTS. OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION, MAY APPLY TO THE LICENSEE.

14. LIMITATION OF LIABILITY. IN NO EVENT SHALL SMARTDRAW HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, REVENUE, OR DATA;
BUSINESS INTERRUPTION, OR COST OF COVER. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF
SMARTDRAW FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE
OR THIS AGREEMENT EXCEED $1,000. THE LIMITATIONS OF LIABILITY IN THIS SECTION 14 SHALL APPLY
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES, HOWEVER CAUSED
AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT
(INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EVEN IF SMARTDRAW HAS BEEN
ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER THE LIMITED
REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

15. EXPORT REGULATIONS.

(a) If the Software is acquired by the Licensee in the United States, the Licensee
acknowledges: (a) the Software is subject to U.S. export jurisdiction and agrees to comply with all
applicable international and national laws that apply to the Software, including the U.S. Export
Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and
other governments and notwithstanding the above; and (b) the provisions of the USA Uniform
Computer Information Transaction Act do not apply to this Agreement.

(b) If the Software is acquired in Australia by the Licensee, the Licensee must comply with
all applicable Australian export control laws and regulations, including without limitation, the laws and
regulations administered by the Australian Department of Foreign Affairs and Trade (or any replacement
department or authority).

(c) The export of the Software from the country of original purchase or other acquisition
may be subject to control or restriction by applicable local law. Licensee is solely responsible for
determining the existence and application of any such law to any proposed export and for obtaining any
needed authorization. Licensee agrees not to export the Software from any country in violation of
applicable legal restrictions on such export.

16. U.S. GOVERNMENT RESTRICTED RIGHTS. If the Software is being Licensed by or on behalf of the
United States government or a United States government prime contractor or subcontractor, the
Software and the User Documentation are provided with the same commercial license rights as are
described elsewhere in this Agreement.

17. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in
accordance with the laws of the State of California, U.S.A. without giving effect to the conflict of laws
principles thereof. Notwithstanding any choice of law provision or otherwise, the Uniform Computer
shall not apply to this Agreement.

18. ARBITRATION; VENUE. Licensee and SmartDraw agree that all disputes, claims or controversies
arising under or pursuant to this Agreement will be submitted to neutral, binding arbitration to be held
in San Diego, California before a retired judicial officer pursuant to the Comprehensive Rules and the Arbitration Administrative Policies of the Judicial Arbitration and Mediation Services (JAMS). Licensee agrees to give up any rights Licensee may have to litigate any such disputes, claims or controversies in a court or jury trial; provided, however, that nothing herein shall limit the rights of Licensee or SmartDraw to pursue injunctive or other equitable relief in an appropriate court or other legal forum. In the event of an action for injunctive or other equitable relief, or if the agreement to arbitrate as provided herein is for any reason deemed invalid, Licensee and SmartDraw agree that the sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the State and Federal courts in San Diego County, California. Licensee hereby agrees to service of process in accordance with the rules of such courts.

19. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of Licensee and SmartDraw relating to the subject matter hereof and supersedes any and all other previous or contemporaneous communications, agreements, representations, warranties or advertising with respect to the Software, provided, however, that to the extent that the Atlassian Customer Agreement and/or the Atlassian Marketplace Terms of Use (together, the “Atlassian Agreements”) specifically provide that their respective terms supersede the terms of this Agreement, the terms of the Atlassian Agreements will control. **THE TERMS OF THIS AGREEMENT 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 CUSTOMER, EVEN IF SIGNED AND RETURNED BY SMARTDRAW.**

20. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable in part, the remaining portion of such provision, together with all other provisions of this Agreement, shall remain valid and enforceable and continue in full force and effect to the fullest extent consistent with law.

21. **NO WAIVER.** No term or provision hereof will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against whom the waiver is asserted. No waiver (whether express or implied) will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.

22. **LANGUAGE.** The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

23. **BASIS OF BARGAIN.** Licensee acknowledges and agrees that SmartDraw has entered into this Agreement in reliance upon the disclaimers of warranty 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.