

Clarizen Content Sharing Service Terms For Application Download

Clarizen Content Sharing Service Terms-For Application Download

This Agreement (“**Agreement**”) is made by and between Clarizen Inc., located at 2755 Campus Drive, suite 300, San Mateo, California 94403 (“**Clarizen**”), and you (“**You**”).

WHEREAS Clarizen is the owner of an online project management software service (“**Service**”) available at [//www.clarizen.com](http://www.clarizen.com) (“**Site**”) that Clarizen markets directly and indirectly to end users; and

WHEREAS The Service includes a Content Sharing Service (as defined below);

WHEREAS You wish to utilize the Content Sharing Service pursuant to the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereby agree as follows:

1. GENERAL PART

1.1. By accepting this Agreement, either by signing this Agreement or by downloading content or by executing an order form that references this Agreement, You agree to the terms of this Agreement. If You are entering this Agreement on behalf of a company or another legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms and

conditions, in which case the terms “You” or “Your” shall refer to such entity and its affiliates.

1.2. Both parties agree that the following terms and conditions shall govern use of the Content sharing Service (as defined below) by You and by Your employees, contractors, and consultants (collectively “**Your Users**”), and that this Agreement, the Master Service Agreement and the Clarizen Privacy Policy, each of which are incorporated herein by reference (available on the Site), govern Your access to and use of the Content Sharing Services (defined below).

1.3. Without limiting any other terms of this Agreement, Clarizen may block Your access to the Content Sharing Services (defined below) for any reason and in its sole discretion at any time, even if Clarizen previously allowed Your use of the Content Sharing Services (defined below).

2. DEFINITIONS

2.1 “**Application**” means any software application generated via the Service.

2.2 “**Clarizen Content**” means the text, data, graphics, images, Clarizen trademarks and logos and other content made available by Clarizen via the Content Sharing Services, excluding User Content.

2.3 “**Clarizen Marketplace**” means the section of the Services or the Third Party Outlets from which the Content Sharing Services are available.

2.4 “**User Content**” means any text, data, graphics, images, audio or video files, links, content, information, components or other materials (including any third party Applications) which are posted, uploaded, linked and otherwise submitted to or via the Content Sharing Services by a publisher or a content provider.

2.5 “**Access**” means the feature available for Clarizen enabling it to offer User Content and Clarizen Content on their website to Application users or their website visitors.

3. THE CONTENT SHARING SERVICES

We provide the Clarizen Marketplace, Add Application and other related services, software and features which enable certain users of the Service to access as well as select and use the Clarizen Content and the User Content shared by others, if

applicable (collectively the **“Content Sharing Services”**) through the Service or through third-party platforms, networks, and websites (**“Third Party Outlets”**).

4. GENERAL RESTRICTIONS ON USE OF THE CONTENT SHARING SERVICES

4.1. The Content Sharing Services may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Your use of the Content Sharing Services. In addition, without limitation, You agree that You will not do any of the following while using or accessing the Content Sharing Services:

4.1.1. Disable or otherwise interfere with security related features of the Content Sharing Services or features that prevent or restrict use or copying of any content;

4.1.2. Use any meta tags or other hidden text or metadata utilizing a Clarizen trademark or logo, URL or product name;

4.1.3. Use in any way the Content Sharing Services to send altered, deceptive or false source-identifying information;

4.1.4. Use in any way the Content Sharing Services to (i) interrupt, destroy or limit the functionality of any computer software; or (ii) interfere with the access of any user, host or network, including without limitation sending a virus, overloading, flooding, spamming or mail-bombing the Content Sharing Services;

4.1.5. Interfere with or disrupt (or attempt to interfere with or disrupt) any, servers or networks connected to the Content Sharing Services or the technical systems of Clarizen or disobey any requirements, procedures, policies or regulations of networks connected to the Content Sharing Services;

4.1.6. Interfere with, circumvent or disable any security-related features that limit or prevent copying or other use of the User Content;

4.1.7. Attempt to probe, scan or test the vulnerability of any Clarizen system or network or breach or impair or circumvent any security or authentication measures protecting the Content Sharing Services;

4.1.8. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Content Sharing Services;

4.1.9. Attempt to access, search or meta-search the Content Sharing Services with any engine, software, tool, agent, device or mechanism other than software and/or search agents provided by Clarizen or other generally available third party web browsers, including, without limitation, any software that sends queries to the Content Sharing Services to determine how a website or web page ranks;

4.1.10. Collect or store personal data about other users of the Content Sharing Services without their permission;

4.1.11. Impersonate or misrepresent Your affiliation with any person or entity, through pretexting or some other form of social engineering or otherwise commit fraud;

4.1.12. Use the Content Sharing Services in any manner not permitted by this Agreement or by any applicable law; or

4.1.13. Encourage or instruct any other individual to do any of the foregoing or to violate any term of this Agreement.

4.2. You acknowledge that Clarizen has no obligation to monitor Your access to or use of the Content Sharing Services or to review or edit any User Content but has the right to do so for the purpose of operating the Content Sharing Services, to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Clarizen reserves the right, at any time and without prior notice, to remove or disable access to any content, including, any User Content, that Clarizen, in its sole discretion, considers to be in violation of this Agreement or otherwise harmful to the Content Sharing Services.

5. USER CONTENT: DISTRIBUTION AND USAGE

5.1. You are solely responsible for your interactions (including any disputes) with other users of the Content Sharing Services and Clarizen does not in any way screen users of the Content Sharing Services.

5.2. The rights holder of a User Content and its licensors own all right, title and interest, including all worldwide intellectual property rights in such User Content. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any User

Content, and except as explicitly described herein, You will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit any User Content.

6. PAID USER CONTENT

6.1. The Content Sharing Services may include revenue based User Content which You may choose to download (the **“Revenue Based Application”**) Any acquisition by You of Revenue Based Application, is solely between You and the applicable publisher. We do not warrant or support the Revenue Based Application and no purchase of a Revenue Based Application is required in order to use the Content Sharing Services.

6.2. Clarizen reserves the right, at its sole discretion, to determine if fraudulent activity has occurred with respect to any Revenue Based Application, at any time, and You agree to be bound by these determinations.

6.3. If Clarizen, in its sole discretion, believes that You or anyone on Your behalf has been engaged in fraudulent activity, it may take any and all steps it deems appropriate including without limitation: (a) issue a warning; (b) conduct an investigation; (c) suspend Your participating in the Revenue Based Application offering as a whole` (d) withhold or recover any revenue already paid with respect to the Revenue Based Application; or (e) terminate Your account with Clarizen or Your eligibility to participate in the Content Sharing Services or any offering available by Services.

6.4. You acknowledge that Clarizen’s billing system interfaced and receives information from third parties and therefore is not error-free, and Clarizen shall not be held liable for any problems, miscalculations or malfunctions in processing any revenue paid by You. If You believe that an error has occurred, You may send an inquiry via Apps@clarizen.com.

7. RATINGS, COMMENTS & FEEDBACK.

7.1. Comments. You can rate and make comments about content made available through the Content Sharing Services (**“Comments”**). Clarizen advises You to exercise caution and good judgment when leaving such Comments. Once You complete and submit Your Comments to the Content Sharing Services, You will

not be able to go back and edit Your Comments. You should also be aware that You could be held legally responsible for damages to someone's reputation if Your Comments are deemed to be defamatory. By electing to make Comments, You hereby grant Clarizen a perpetual, royalty-free, irrevocable right and license to use, reproduce, modify, distribute, display, publish, perform, transmit and access such Comments. You acknowledge and agree that Your posting of or linking to User Content will comply with Section 9 below

7.2. Feedback. Clarizen welcomes and encourages You to provide feedback, comments and suggestions for improvements to the Content Sharing Services ("**Feedback**"). You may submit Feedback via Marketplace@clarizen.com. You acknowledge and agree that all Comments and all Feedback will be the sole and exclusive property of Clarizen and You hereby assign and agree to assign all rights, title and interest You have in such Comments and Feedback to Clarizen together with all intellectual property rights therein.

8. PROPRIETARY RIGHTS AND LICENSES

8.1. Limitations. You acknowledge and agree that Clarizen may, at its option, reclassify or re-categorize any User Content and establish limits concerning User Content, including, without limitation, the maximum number of days that User Content will remain available via the Content Sharing Services, the maximum size of any files that may be transmitted or posted via the Content Sharing Services, as applicable. Clarizen will have no responsibility or liability for maintaining copies of User Content on its servers.

8.2. Clarizen Content. Clarizen and its licensors own all right, title and interest, including all worldwide intellectual property rights in the Clarizen Content and any other content made available through the Content Sharing Services contained therein, other than the User Content. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Content Sharing Services or Clarizen Content, any other content made available through the Content Sharing Services or related products and services, and except as explicitly described herein, You will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit

the Content Sharing Services and Clarizen Content or any other content made available through the Content Sharing Services (other than Your User Content).

8.3. Disclaimer. Clarizen does not guarantee that any content (including, without limitation, Clarizen Content or User Content) will be made available through the Content Sharing Services, continuously or at all. WHILE CLARIZEN IS UNDER NO OBLIGATION TO DO SO, CLARIZEN RESERVES THE RIGHT TO REMOVE AND PERMANENTLY DELETE ANY CONTENT FROM THE CONTENT SHARING SERVICES WITHOUT NOTICE, AND FOR ANY REASON CLARIZEN DEEMS SUFFICIENT. Clarizen does not have any obligation to monitor the User Content that is uploaded, posted, submitted or otherwise transmitted using the Content Sharing Services, for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of the User Content or anything said, depicted or written by users of the Clarizen Sharing Services, including, without limitation, any information obtained by using the Content Sharing Services.

8.4. Clarizen does not endorse any opinion, recommendation or advice expressed in any User Content and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against Clarizen with respect thereto. You further acknowledge and agree that You may encounter User Content that You find objectionable and/or offensive and You hereby waive any legal and/or equitable right You may have against Clarizen with respect to such User Content.

9. COPYRIGHTED MATERIALS: NO INFRINGING USE

You will not use the Content Sharing Services to offer, display, distribute, transmit, route, provide connections to or store any material that infringes copyrighted works or otherwise violates or promotes the violation of the intellectual property rights of any third party. Clarizen may terminate Your account with Clarizen or Your eligibility to participate in the Content Sharing Services or any offering available by the Clarizen technology, at its sole discretion if You infringe or are believed to be or are charged with infringing the rights of copyright holders.

10. PRIVACY AND PERSONAL INFORMATION

10.1. The Clarizen privacy policy and the Master Service Agreement available at [//www.clarizen.com](http://www.clarizen.com) contain information about Clarizen's policies and procedures regarding the collection, use and disclosure of information Clarizen receives from users of the Services.

10.2. Clarizen encourages You to read the Master Service Agreement and the privacy policy of any User Content or Third Party Outlet that You opt to use.

10.3. Clarizen may enable You to share information contained on Your social network sites upon downloading a social network application from the Service. If You elect to download a social network application and share the information contained in Your social network account with Clarizen, Clarizen may have access to information such as your friends, your postings and your pictures. If you agree in advance to give Clarizen access to such information, your privacy default settings on your social network account may be automatically changed. Clarizen never shares this information with third parties. Clarizen may use this information to make recommendations to you about User Content you may be interested in or to tell you about User Content your friends are downloading or to tell your friends about User Content you are downloading.

10.4. Please contact us at Apps@clarizen.com if you have questions about the Clarizen Privacy Policies.

11. TERM AND TERMINATION

11.1. You may stop using the Content Sharing Services at any time. You do not need to specifically inform Clarizen when You stop using the Content Sharing Services, but please note that this Agreement will apply to You unless You terminate their application by notifying Clarizen in writing.

11.2. Without limiting other remedies, Clarizen may immediately terminate this Agreement at any time and for any or no reason, including, without limitation, Your violation of this Agreement, without prior notice and at its sole discretion.

11.3. Any suspension, termination or cancellation will not affect Your obligations to Clarizen under this Agreement (including, without limitation, the rights granted by You to Clarizen, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

After any termination, You understand and acknowledge that Clarizen will have no further obligation to provide the Content Sharing Services and all licenses and other rights granted to You by this Agreement will immediately cease. Clarizen will not be liable to You or any third party for termination of the Content Sharing Services or termination of this Agreement.

12. WARRANTY DISCLAIMER

YOU AGREE THAT YOUR USE OF THE CONTENT SHARING SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, CLARIZEN, ITS LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE CONTENT SHARING SERVICES AND YOUR USE THEREOF. CLARIZEN IS NOT RESPONSIBLE FOR ANY USER CONTENT, WHETHER OR NOT CLARIZEN REVIEWED OR CHANGED SUCH CONTENT, OR OF THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON APPLICATIONS AND CONTENT ON THE CONTENT SHARING SERVICES INCLUDING THE RISK OF HARM OR DAMAGE FROM THE USE OF THE CONTENT SHARING SERVICES. THE CONTENT SHARING SERVICES ARE PROVIDED "AS-IS," AND CLARIZEN MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT SHARING SERVICES OR THAT (I) YOUR USE OF THE CONTENT SHARING SERVICES WILL MEET YOUR REQUIREMENTS, (II) YOUR USE OF THE CONTENT SHARING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (IV) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE CONTENT SHARING SERVICES WILL BE ACCURATE OR RELIABLE, AND/OR (V) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE CONTENT SHARING SERVICES WILL BE CORRECTED. CLARIZEN DOES NOT WARRANT, ENDORSE, OR ASSUME RESPONSIBILITY FOR ANY CONTENT, PRODUCT, OR SERVICE OFFERED BY A THIRD PARTY THROUGH THE CONTENT SHARING SERVICES, AND CLARIZEN WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES AND TO ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT

RESULTS FROM THE DOWNLOAD OF SUCH THIRD PARTY MATERIAL AND/OR DATA. NO CONDITIONS, WARRANTIES, OR OTHER TERMS OF SERVICE (INCLUDING ANY IMPLIED AGREEMENT AS TO SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PURPOSE, TITLE AND NON-INFRINGEMENT OR CONFORMANCE WITH DESCRIPTION) APPLY TO THE CONTENT SHARING SERVICES EXCEPT TO THE EXTENT THAT THEY ARE EXPRESSLY SET OUT IN THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF CERTAIN APPLICATIONS MAY REVISE YOUR PREVIOUS PRIVACY SETTINGS OR REQUEST THAT YOU AGREE THAT CLARIZEN MAY ACCESS ADDITIONAL INFORMATION YOU MAY CONSIDER PRIVATE. YOU AGREE THAT IF YOU GRANT CLARIZEN ACCESS TO SUCH INFORMATION, YOU TAKE FULL RESPONSIBILITY FOR AGREEING TO GRANT CLARIZEN ACCESS TO SUCH INFORMATION. IF YOU DO NOT UNDERSTAND THIS AGREEMENT AND/OR THE CLARIZEN PRIVACY POLICIES YOU AGREE IT IS YOUR RESPONSIBILITY TO CONTACT CLARIZEN AND ASK FOR FURTHER INFORMATION AND/OR CLARIFICATION AT Apps@clarizen.com. PRIOR TO USING THE CONTENT SHARING SERVICES. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CLARIZEN THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL CLARIZEN, ITS LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CLARIZEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL CLARIZEN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED ONE THOUSAND US DOLLARS (US \$1,000).

14. INDEMNITY

You agree to defend, indemnify, and hold harmless Clarizen, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of the Content Sharing Services or the Clarizen Content; (ii) Your violation of this agreement; (iii) Your violation of any third party right, including without limitation any copyright, proprietary, property, publicity, or privacy right; (iv) any claim that User Content, comments or feedbacks caused damage of any kind whatsoever to a third party; or (v) Your use of any User Content in any manner that is not permitted hereunder or in any manner that has violated the rights of the owner of such User Content. You shall cooperate as fully as reasonably required in the defense of any claim. Clarizen reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by You. This defense and indemnification obligation will survive this Agreement and the termination of Your use of the Content Sharing Services.

15. UPDATES AND MODIFICATIONS

15.1. Clarizen reserves the right, at its sole discretion, to modify, discontinue or terminate the Content Sharing Services or to modify this Agreement, at any time and without prior notice. If Clarizen modifies this Agreement it will post the modification on the Site or provide You with notice of the modification. Clarizen will also update the date of latest update at the bottom of the page. By continuing to use the Content Sharing Services after Clarizen has posted a modification on its website or has provided You with notice of a modification, You agree to be bound by the modified Agreement. If the modified Agreement is not acceptable to You, Your only recourse is to cease using the Content Sharing Services. You can review the most current version of this Agreement at any time on the Site.

15.2. Without limiting any other terms of this Agreement, Clarizen reserves the right in its sole discretion to correct possible errors or bugs in the Content Sharing Services and, more generally, to add new elements, modify, discontinue or change the Content Sharing Services or any part thereof at any time and without

notice to You. Clarizen may not be held liable for any modification, interruption, or suspension of the Content Sharing Services or for any resulting damages.

15.3. In addition to the foregoing, certain features or areas on the Content Sharing Services may be subject to additional or separate terms, licenses, guidelines, policies and standards with Clarizen, Third Party Outlets, or other third parties. Any additional terms will be posted or presented with such feature or service and shall be binding on You. Clarizen urges You to pay attention and read any such separate notices.

16. GENERAL

16.1. You agree that if Clarizen does not exercise or enforce any legal right or remedy which is contained in this Agreement (or which Clarizen has the benefit of under any applicable law), this will not be taken to be a waiver of Clarizen's rights and that those rights or remedies will still be available to Clarizen.

16.2. This Agreement and any rights and license granted hereunder may not be transferred or assigned by You, but may be assigned by Clarizen without restriction.

16.3. If any court of law having the jurisdiction to decide on this matter rules that any provision of this Agreement is invalid, then that provision will be removed from this Agreement without affecting the rest of this Agreement. The remaining provisions of this Agreement will continue to be valid and enforceable.

16.4. This Agreement will be governed and construed in accordance with the laws of the State of California, without regard to conflict of law principles. You consent to the exclusive jurisdiction and venue in the competent courts of the State of California over all actions relating to This Agreement.

16.5. You acknowledge and agree that damages for improper use of the Content Sharing Services may be irreparable; therefore, Clarizen is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies. The United Nations Convention on contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

16.6. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

16.7. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You. In addition, the email address provided by You or any other address associated with You, may be used by Clarizen to send You notices. Clarizen's address for receipt of notices is 2755 Campus Drive, Suite 300, San Mateo, California 94403.

This Agreement, including all exhibits and addenda hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto, the terms of such exhibit or addendum shall prevail.

QUESTIONS ABOUT THIS AGREEMENT SHOULD BE SENT
TO APPS@CLARIZEN.COM