



# Service Agreement- United States

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By choosing "I agree" below you agree to Capability Management's [Privacy Policy](#) and [Terms of Use](#) and this document "Service Agreement". This agreement provides a general description of the services Capability Management provides to you, including the software as a service (SaaS).

- **Information you give us.** Our cloud Enterprise Evolver ("Evolver") app service requires you to sign up for a subscription/enterprise account. When you do, we'll ask for personal information, like your name, company name, and email address, and collect your sign up information such as Apple ID, your company name, your name, address, your phone, website address or credit card to store with your account.

Capability Management uses your Personal Info (e.g. your name, company name, and email address) to distribute software information and updates, to fulfill your requests for information and to review and consider any inquiries that you may submit. We may keep any of your Personal Info on file and use it to contact you, however, such contact will be limited to e-mail. Except as otherwise provided in this Privacy Policy or the Terms of Use, Capability Management will never share, rent, sell or disclose your Personal Info to any third parties without prior express permission from you as detailed in the [Privacy Policy](#).

- **Information we get from your use of our services.** We collect two kind of information about our services that you use.
  1. Information you enter you when you register on our site, place an order, subscribe to our newsletter, or
  2. Information about your enterprise data such as organization enterprise architecture information including but not limited to your business capabilities, business processes, application systems and other resources.
- **Where your information is stored.** All your enterprise data is stored at the Apple iCloud server, iCloud secures your data by encrypting it when it's sent over the internet, storing it in an encrypted format when kept on server. This means that your data is protected from unauthorized access. For more information about Apple iCloud security and

privacy overview, visit <https://support.apple.com/en-in/HT202303> . Your other information that you provide on our website <http://www.enterpriseevolver.com> is stored at our hosting provider site <http://www.godaddy.com> . For more information about godaddy privacy overview, visit <https://www.godaddy.com/Agreements/Privacy.aspx> .

Some of your information is used:

- to personalize your experience
  - to improve our website
  - to improve customer services
  - to send periodic emails
- **Account Information and data ownership.** Your account is protected by unauthorized access on our servers. However, it's your responsibility to maintain the security of your user accounts and passwords. You are responsible for all the activities that occur under your account including any act of omissions that occur under your registration. Only authorized Capability Management personnel are provided access to Personal Info, and these personnel are required to treat this information as confidential. Despite these precautions, Capability Management cannot guarantee that unauthorized persons will not obtain access to your Personal Info.

The data that you create such as organization enterprise architecture information including but not limited to your business capabilities, business processes, application systems and other resources is owned by you only. Capability Management may provide you a standardized format file to export your data on a fixed fees basis. After you cancel your account, there is no way to recover the data. It's important to note that you must export your data prior to canceling the subscription.

- **Payment, Renewal, Cancellation and Termination.** There are different subscription plan that you can choose from. By selecting a subscription plan type, you agree to pay Capability Management the monthly subscription fees indicated for that plan. Payments will be charged on the day you sign up. Subscriptions services are provided on continuous service basis. This means that Capability Management will automatically renew your subscription at the end of its term unless the subscription is canceled using the tool from Account page on the Evolver cloud application site at any time prior to the end of then-current subscription. You will be charged a renewal rate equal to the rate for the immediately preceding subscription period, based on the subscription type that you have chosen, unless Capability Management has updated to a new rate. A cancellation of a subscription requested through the account page will become effective on the date that your then-current subscription period expires. A cancellation of a subscription will also delete all your data from our cloud database immediately.

Capability Management reserves the right to change the subscription fees at any time and in its sole discretion, provided that any such change shall become effective at the end of the term of your subscription.

- **Service Accessibility.** You acknowledge and agree that from time to time the Services may be inaccessible or inoperable for any reason, including without limitation: **(a)** equipment malfunctions **(b)** periodic maintenance procedures or repairs which Capability Management may undertake from time to time or **(c)** causes beyond the reasonable control of Capability Management or which are not reasonably foreseeable by Capability Management.
- **Disclaimers** THE CONTENT, SERVICE AND FUNCTIONALITY OF THE EVOLVER IS PROVIDED WITH THE UNDERSTANDING THAT CAPABILITY MANAGEMENT IS NOT HEREIN ENGAGED IN RENDERING PROFESSIONAL ADVICE AND SERVICES TO YOU. **ALL CONTENT AND FUNCTIONALITY ON THE EVOLVER IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** CAPABILITY MANAGEMENT AND ITS THIRD-PARTY CONTENT PROVIDERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE OWNERSHIP, ACCURACY, OR ADEQUACY OF THE APP CONTENT. CAPABILITY MANAGEMENT SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY INFORMATION PUBLISHED ON LINKED WEB SITES, CONTAINED IN ANY CONTENT PUBLISHED ON THE EVOLVER, OR PROVIDED BY THIRD PARTIES. NEITHER CAPABILITY MANAGEMENT NOR ITS THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR FOR LOST REVENUES OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

**Governing Law; Jurisdiction** These Terms are governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles and the federal laws of the USA. You irrevocably and unconditionally consent to the exclusive jurisdiction and venue of any state court situated in Albany County, New York or of any Federal court situated in the Northern District of New York. You agree that any such body shall have personal jurisdiction over you for purposes of any such dispute.

**Indemnity** You agree to indemnify and hold Capability Management and, where applicable, its parent, subsidiaries, officers, directors, agents and employees, as well as manufacturers and distributors whose content appears in the Evolver, harmless from any claim or demand, including reasonable attorney's fees, made by any third party arising out of or related in any way to your access, inability to access or use of the Evolver, or any breach by you of these Terms.

**General** If any court of competent jurisdiction deems any provision of these Terms to

be unenforceable, then that provision shall be enforced to the extent possible to effect the intent of these Terms, and the remaining provisions shall remain in full force and effect. The headings in this section of these Terms are intended solely for convenience and are not considered to be terms within these Terms. These Terms, and those expressly incorporated herein, constitutes the entire agreement between Capability Management and you with regard to your access and use of the Evolver, and supersedes all prior agreements and understandings, whether written or oral, in connection herewith.