



Voyager usage agreement

Haugen Software provides a suite of subscriptions, products, and software applications. **These products, subscriptions, and services, including but not limited to Voyager and Insight, shall be referred to hereafter in this document as “Voyager.”**

These terms and conditions will form a legally binding agreement between you and Haugen Software, Inc (“HS”, “we”) (hereafter, the “Agreement”). If you do not agree with these terms and conditions, you may not use Voyager and any access to Voyager will be considered unauthorized.

If you are entering into this Agreement on behalf of a company or other legal entity, you certify that you have the authority to enter into this agreement on behalf of that entity. In this case, “you” or “your” will refer to the entity. If you do not have such authority, you may not enter into this agreement, and you may not use Voyager.

Your data

Any data (“your data”) that you enter or upload to Voyager, or that is entered or uploaded to Voyager by an authorized third party system on your behalf, belongs to you.

HS acquires no right, title, or interest to your data.

You grant HS a license (“Data License”) to host, copy, transmit, display, and manipulate your data as needed for the purpose of providing you with Voyager’s functionality, and for the purpose of testing and debugging HS systems.

Aggregated anonymized data

HS reserves the right to extract, anonymize, and store portions of your data for uses including but not limited to providing analytics to Voyager subscribers. Under no circumstance will the data we extract include uniquely identifying or personal information.

Exporting your data from Voyager

HS will make its best effort to export your data from Voyager, given ten business days of advanced notice. The data will be exported in an industry standard format chosen by HS.

While we will make our best effort to export all of the data that you have entered into Voyager, we do not guarantee that the totality of the data will be exported.

Improvements, changes, and upgrades

HS retains the right to make improvements, changes, and upgrades to Voyager from time to time.

Integration with existing or external systems

Integration with third-party systems (systems not owned or operated by HS, or systems that are not part of Voyager) will not be provided except under the terms of some additional agreement.

Security

HS certifies that it will use and maintain industry standard practices for web application security and data integrity, including but not limited to transport layer encryption and regular backups.

Availability and Maintenance

We certify that Voyager will be usable in Internet Explorer 9+, Firefox 20+, and Chrome 23+.

Although Voyager works in many other browsers, we do not guarantee that Voyager will be usable in any browser except the browsers listed above.

HS does not make any availability guarantees, nor provide an SLA, for users who do not hold a paid subscription to Voyager. SLA and availability guarantees are available for paid users and are governed by a subscription agreement.

Support

HS will offer support on a best effort basis. Guaranteed support packages are available and governed by the terms of a supplementary Support Agreement.

Access

Access to Voyager by users who do not hold a paid subscription to Voyager

You may only use Voyager if you have received an electronic invitation from an existing, authorized Voyager user.

Third Party Access

You may not provide login credentials to, or otherwise allow any third party to access your organization's Voyager account(s). This includes but is not limited to any third party company or individual, vendor, service provider, client, or customer.

Note that this provision does not affect the ability to share claims with another Voyager user, since in this case you are not allowing the third-party user to directly access your account.

Competitors

You may not access Voyager directly or indirectly, such as through a third party, if you are a competitor of HS, except with prior written consent. You are prohibited from demonstrating Voyager to direct competitors in any way, including but not limited to providing written descriptions of workflows, screenshots, videos, or live demonstrations.

Attribution

HS reserves the right to publicize the fact that your company is a Voyager user in marketing materials, including but not limited to the HS website, email newsletters, and printed marketing materials. These materials may include your company's corporate logo.

Limitation of liability

Haugen Software will not for any reason be liable for damages resulting from the use of Voyager.

The above limitations will apply whether an action is in contract or tort, and regardless of the theory of liability.

Confidentiality

You agree not to disclose, furnish, or use for yourself any confidential information that you become aware of or are granted access to in the course of using Voyager or any other activity governed by this agreement.

Confidential information includes terms and conditions of any service agreements, pricing information, business and marketing plans, technology and design information, as well as any other information that would reasonably be considered to be confidential.

Miscellaneous

Any separate written agreement with HS shall take precedence over any conflicting terms of this Agreement. Otherwise, this Agreement is the entire agreement between you and HS.

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas as such laws are applied by Texas courts to contracts made and to be performed entirely in Texas by residents of that State. The parties agree that any action brought by either party to interpret or enforce any provision of this Agreement shall be brought in, and each party agrees to, and does hereby, submit to the jurisdiction and venue of, the appropriate state or federal court for the district encompassing HS's principal office.