

Lucid Software Inc. Terms of Service

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Introduction

Last updated: May 8, 2024

Lucid Software Inc. ("**Lucid**," "**we**," "**us**," or "**our**"), located at 10355 S. Jordan Gateway, Suite 150, South Jordan, UT 84095, United States, makes its visual collaboration software and add-ons available online, including via a mobile application, and as subscription services (each, a "**Subscription Service**"), and provides implementation,

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Lucid may update these Terms of Service (the “**Terms**”) from time to time in accordance with the “Changes to the Terms” section below.

DISPUTES ABOUT THESE TERMS OF SERVICE AND THE SERVICES ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS SET FORTH IN THE “MANDATORY ARBITRATION” AND “CLASS ACTION WAIVER” SECTIONS BELOW.

1. Accepting the Terms

1.1. Acknowledgement. You acknowledge and agree that you have read, understand, and agree to be bound by these Terms by either: (a) clicking or tapping on a button indicating your acceptance (usually during the registration or onboarding process); (b) accessing or using a Service or Website; or (c) executing or making payment based on an ordering document, statement of work or invoice (each, an “**Order**”) that references these Terms. **Regardless of what type of User (defined below) you are, you agree that these Terms create a legally binding relationship between you and Lucid and govern your use of the Services and Websites.**

1.2. Authority. By accepting these Terms, you (the “**User**”) represent that you have the legal power to do so. If you accept these Terms on behalf of an organization: (a) “**you**” and “**your**” will refer to that organization, and any individual accessing a Service through your account will be referred to as a “**User**”; (b) you represent and warrant that you have the authority to bind the organization; and (c) you understand and agree that the organization is bound by and responsible for ensuring that each of its Users comply with these Terms.

2. Your Relationship with Lucid

2.1. Types of Users. Lucid has three different types of Users: (a) Users of the Websites (“**Site Visitors**”); (b) Users on a free or trial version of the Services (“**Free Users**”); and (c) Users who are part of a paid subscription plan (“**Subscribers**”).

2.2. Affiliates. If you are an entity purchasing a Multi-User Plan (defined below in the section titled “Content in a Multi-User Account”), your affiliates may use the Services purchased by you as Users on your account. Alternatively, your affiliate may enter into its own Order(s) as mutually agreed with Lucid, which will create a separate agreement between the affiliate and Lucid that incorporates these Terms.

2.3. Prohibited Users. If you are barred from receiving the Services under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Services, you may not use the Services. If you represent a Multi-User Plan, you will ensure that: (a) your Users do not use any Services in violation of any export restriction or embargo by the United States; and (b) you do not provide access

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3.1. Subscription Services. You and each User may access and use the applicable Subscription Service during the Subscription Term (defined below) solely for your internal business or personal purposes, subject to payment of the applicable fees and the requirements of these Terms and the applicable Order. You may purchase additional Subscription Services or add paid Users during the applicable Subscription Term at your then-current unit price; related fees will be prorated for the remainder of the applicable Subscription Term. **"Subscription Term"** means the period of time beginning on the earliest start date and concluding on the latest end date listed in an Order.

3.2. Features and Functionality. The Subscription Services include the features and functionality applicable to the subscription tier and add-ons selected. Available subscription plans and details of those plans may change over time but will not be materially degraded mid-Subscription Term. Your use of Lucid's AI products, features, and functionality is completely optional, but any such use is subject to [Lucid's AI Terms](#).

3.3. **Subscription Renewal**. **If you are a Subscriber, you are enrolling in a recurring payment plan. After each Subscription Term, your Subscription Service will automatically renew with the current products and number of subscriptions (or applicable billing increment for Services not sold on a per-User basis) for the same period of time (e.g., 12 months if you chose an annual plan or 1 month if you choose a monthly plan), unless either party cancels (i) at least 30 days before the end of the current Subscription Term for a Multi-User Plan, (ii) prior to the end of the current Subscription Term for an individual or monthly paid account, or (iii) before conversion of a free trial to a paid plan (see the section titled "Free Trials" below), as outlined in the "Term and Termination" section below.** You authorize Lucid to invoice you or charge the designated payment method at the start of each new Subscription Term at the quantity and price then in effect for your paid account. An account owner or admin may review and make changes to subscription levels, number of Users, and Subscription Term on your Account Settings page. Where required by applicable law, Lucid will provide notice in advance of your subscription automatically renewing.

3.4. Professional Services. Lucid may provide Professional Services as described in, and subject to payment of the fees specified in, an Order. Any material changes requested or required to be made to the Order will require a change order agreed to and signed by the parties. Lucid hereby grants you the right to access and use the deliverables identified in an Order for Professional Services ("**Deliverables**") solely for your internal business or personal purposes and in accordance with these Terms. Descriptions of what is included in Lucid's standard Professional Services offerings are available at <https://lucid.co/product-service-descriptions>.

3.5. Free and Beta Services. If you or a User receive any Services free of charge or released as beta, pilot, limited release, non-production, or evaluation ("**Beta Features**"), you acknowledge and accept that such Services are provided "AS-IS", without any representations, warranties, support, maintenance, or other obligation of any kind from

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cancel the trial to avoid rolling over to a paid Subscription Service. **You may cancel the free trial to avoid conversion into a paid subscription at the end of the free trial term by providing notice in accordance with the section titled "Term and Termination".**

3.7. Non-Lucid Applications. If you or a User chooses to utilize a Non-Lucid Application (defined below), your purchase and use of such Non-Lucid Application is subject to the agreement between you and the third-party provider. Lucid has no liability with respect to procurement, maintenance, use, or interoperability of any Non-Lucid Application, and Non-Lucid Applications are not part of the Services. **"Non-Lucid Application"** means a software application, service, integration, or functionality that is developed or provided by a third party, is not owned by Lucid or under Lucid's control, and interoperates with a Service.

4. Using the Services

4.1. Access and Users. You will obtain, maintain, and support all internet access, equipment, and ancillary services needed to access the Services and Deliverables. Subscriptions are for named individuals and cannot be shared or used by more than one individual at a time. Each User must keep a secure password for accessing the Subscription Service and keep such password confidential. You will: (a) if applicable, obtain any consents necessary for Lucid to provide the Services; (b) maintain commercially reasonable security standards with respect to use of the Lucid Assets (defined below in the section titled "Intellectual Property"); and (c) in the event of any unauthorized access to or use of the Services or Deliverables, promptly notify Lucid at legal@lucid.co.

4.2. Your Responsibilities. You are responsible for: (a) access to and use of the Subscription Service(s) and Deliverables by the Users on your account and each User's compliance with these Terms; (b) the secure transmission of your Content to the Subscription Service(s); (c) the legality, reliability, integrity, accuracy and quality of the Content, any conclusions drawn or actions taken therefrom, and the means by which you or the Users acquired the Content so that Lucid and its service providers may lawfully use, process, and transfer the Content in accordance with these Terms; (d) if desired, backing up your Content outside of the Subscription Service; (e) using commercially available technologies to prevent the introduction of viruses, malware, Trojan horses, worms, spyware or other destructive code ("**Malware**") into the Subscription Service(s); and (f) instructing the Users on the Use Restrictions and the limitations on Protected Information (each defined below), and ensuring that those limitations and/or Use Restrictions are not breached. **"Content"** means the data, information, images, and other content that is uploaded to, imported into, or created in a Subscription Service by the Users, all of which is your Confidential Information (defined below).

4.3. Protected Information. You acknowledge that the Subscription Service(s) are not

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statutory damages due to the nature or type of Protected Information submitted.

“Protected Information” means information that is subject to specific regulations or laws that impose increased protections, obligations, and/or penalties with respect to handling that type of information, or that is not appropriate for use in the Services, as intended by Lucid. Protected Information includes, without limitation, classified information, data that is subject to the Payment Card Industry Data Security Standards (PCI DSS), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Criminal Justice Information Services (CJIS) Security Policy, IRS Publication 1075 or any similar legislation in an applicable jurisdiction, or any credit or debit card and magnetic stripe information, government issued identification numbers, health or biometric information, education records, financial account information, personally identifiable information of children under the age of 16, or information deemed “sensitive” or “special category” under applicable law (such as racial or ethnic origin, political opinions, or religious or philosophical beliefs).

4.4. Use Restrictions. You will not, and will ensure that each User does not: (a) license, sublicense, sell, resell, rent, lease, transfer, distribute, provide access, or otherwise commercially exploit, or make the Services or Deliverables available to any third party except as expressly authorized herein; (b) copy, modify, translate, adapt, merge, or create derivative works of the Services or Deliverables or disassemble, decompile, reverse engineer, or otherwise extract the source code of, or reduce to human-perceivable form, any part of the Services or Deliverables unless the foregoing restrictions are expressly prohibited by applicable law; (c) use or access the Services or Deliverables or any component of them (i) to develop a competitive product or service, one with similar ideas, features, functions or graphics, or to determine whether the Lucid Assets are within the scope of any patent, or (ii) other than in compliance with these Terms and all applicable laws and regulations (including export control laws and restrictions); (d) remove or modify any proprietary markings or restrictive legends in a Subscription Service or on the Deliverables; (e) infringe or misappropriate any Lucid Assets; (f) attempt to gain unauthorized access to the Services or any portion thereof; (g) knowingly, intentionally or negligently introduce Malware into, or otherwise engage in any malicious act or disrupt the security, integrity or operation of, a Subscription Service; (h) access or attempt to access a Subscription Service by any means other than Lucid’s publicly supported interfaces, including any automated means (i.e., use of scripts or web crawlers); (i) probe, scan, or test the vulnerability of any Lucid system or network; or (j) access, store, create, share, display, publish or transmit any material that (i) a person would reasonably believe to be unlawful or related to illegal activity, threatening, deceptive, defamatory, discriminatory, obscene, libelous, an invasion of privacy, or (ii) infringes the intellectual property rights of a third party through the Services ((a)-(j) collectively, the **“Use Restrictions”**).

5. Sharing Features in the Services

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property rights of those third parties. Such content is the sole responsibility of the person or entity from whom it originated, and you are responsible for your use of it.

5.3. Collaboration. If you accept an invitation to view or collaborate on another User's Content, you acknowledge that your access to that Content and any information you provide or changes you make will be under the sole control of the owner of that Content. In addition, the owner of that Content, other Users who have access to that Content, and the owner and administrators of the account containing that Content will be able to view certain information, including personal information, about you.

6. Lucid's Provision of the Services

6.1. Support and Documentation. Lucid provides technical support for the Subscription Services ("**Support**") through its online help center available at <https://help.lucid.co/hc/en-us>. Support requests must be submitted to support@lucid.co. Technical product support is available 2am to 10pm Mountain Time zone in the United States on Monday through Friday and 10am to 10pm on weekends and nationally recognized holidays in the United States and will be provided by Lucid personnel in any country where we operate. Lucid's end user documentation is available in-product and through the online help feature of the Subscription Service(s) at <https://help.lucid.co/hc/en-us>, as may be updated from time to time (the "**Documentation**").

6.2. Updates. Lucid makes and automatically delivers updates (e.g., bug fixes, enhancements) to the Subscription Services on an ongoing basis. Except for urgent updates, Lucid schedules maintenance during non-peak usage hours (that minimizes the impact on all Users, worldwide).

7. Data Security, Privacy and Your Personal Information

7.1. Your Personal Information. [Lucid's Privacy Policy](#) governs how Lucid treats your personal information and protects your privacy when you use the Websites and Services. You acknowledge that you have read, and agree to the use of your data, including personal information, as outlined in [Lucid's Privacy Policy](#).

7.2. Security. Lucid will maintain administrative, physical, technical and organizational measures to protect the security, confidentiality, and integrity of your Content in accordance with our [Information Security Program](#). Any revisions to our [Information Security Program](#) will not diminish our current data security obligations.

7.3. Data Processing Addendum. If you are an Enterprise-SKU customer with a Multi-User Plan, Lucid's [Data Processing Addendum](#) ("**DPA**") governs the processing of any Customer Personal Data (as defined in the DPA).

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8. Confidentiality

8.1. Definition. “**Confidential Information**” means information of or provided by a party (“**disclosing party**”) to the other party (“**receiving party**”) that is non-public, proprietary, business, technical, security, legal, or financial information that is marked or identified as Confidential Information or would reasonably be understood to be confidential, such as information about products, Beta Features, processes, services, trade secrets, marketing and business plans, client lists, pricing, financial information, system architecture, security programs, or intellectual property. For clarity, pricing for the Services is Lucid’s Confidential Information. Notwithstanding the foregoing, Confidential Information does not include information that: (a) the receiving party possesses without a duty to keep confidential prior to acquiring it from the disclosing party; (b) is or becomes publicly available through no violation of this agreement by the receiving party; (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party; or (d) is developed by the receiving party independently of, and without reliance on, confidential or proprietary information provided by the disclosing party.

8.2. Use and Disclosure. Each party may be given access to Confidential Information of the other party in connection with these Terms. The receiving party may only use this Confidential Information as provided for in these Terms or to exercise its rights hereunder and may only share this Confidential Information with its employees, agents, advisors, procurement agents and service providers who need to know it, provided they are subject to similar confidentiality obligations. The receiving party will use the same degree of care, but no less than a reasonable degree of care, as such party uses with respect to its own Confidential Information to protect the disclosing party’s Confidential Information and to prevent any unauthorized use or disclosure thereof. Neither party is responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party not under the receiving party’s control. If the receiving party is compelled by law to disclose the other party’s Confidential Information, it will provide the disclosing party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party’s cost, if the disclosing party wishes to contest the disclosure. These confidentiality obligations will remain in effect for the Term (defined below in the section titled “Term and Termination”) and for an additional 1 year following termination.

9. Intellectual Property

9.1. Your Content. As between the parties, you own all rights, title, and interest in and to the Content in the accounts for which you are the account owner and your Confidential Information, including all intellectual property and proprietary rights therein. Except as expressly set forth herein, Lucid acquires no right, title, or interest in or to your Content or Confidential Information.

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subcontractors or SaaS tools in connection with Lucid's provision of the Services, including processing Content, provided that such third parties are subject to appropriate confidentiality and data security obligations. Lucid is responsible for such third parties' acts and omissions in relation to Lucid's obligations to you.

9.3. Lucid. As between the parties, Lucid owns all rights, title, and interest in and to the Lucid Assets (defined below) and Lucid Confidential Information, including all intellectual property and proprietary rights therein. Except as expressly set forth herein, Lucid does not convey any rights to you or any User. "**Lucid Assets**" means (a) the Subscription Service(s), work product, Documentation, and Deliverables (but not any Content or your Confidential Information contained therein); and (b) all Lucid copyrights, patents, trademarks, trade names, trade secrets, specifications, technology, software, data, methodologies, machine learning models, changes, improvements, components, and documentation used to provide the Services or made available in connection herewith, and all intellectual property, proprietary rights and underlying source code, object code, and know-how in and to the foregoing. You or your Users may voluntarily provide feedback, comments, or suggestions directly to Lucid or by posting on any Lucid-hosted forum or page ("**Feedback**") to Lucid and Lucid may use such Feedback without any obligations or restrictions. Lucid may generate, derive and use usage, statistical, learned, and technical information (that does not reveal any of your Confidential Information or Content to third parties) to operate, improve, test, analyze, and develop the Services and for other internal business purposes.

9.4. Trademark Violations. If you believe that Lucid, or any User, has violated a copyright, trademark, or other intellectual property right you claim in your work, please contact us at legal@lucid.co. Lucid responds to notices of alleged copyright infringement in accordance with the U.S. Digital Millennium Copyright Act ("**DMCA**").

10. Multi-User Accounts

10.1. Account Owners and Administrators. You retain administrative control over who is granted access to your account. Each account is controlled by an account owner tied to a specific email address and may also have one or more billing admins and team admins to help manage the account. Lucid will rely on communications from the account owner and admins when servicing your account. If a person within your organization requests a change to the account owner, we will attempt to contact the account owner for consent, but to the extent that the account owner does not respond to our communications, we will transfer the account owner based on our internal verification methods.

10.2. Content in a Multi-User Account. When you create Content under an individual plan, that Content is available only to you and others with whom you share the Content. However, if you are or become an individual User under a multi-user subscription plan (a "**Multi-User Plan**"), such as a Team or Enterprise account maintained by your

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User Plan may downgrade your access, remove you from the account or permanently delete you or your Content from the account without your prior consent.

10.3. Account Control. You acknowledge and agree that if you are a registered User, and the domain of the email address associated with your Lucid account is owned by an organization, and an authorized representative of that organization wishes to establish a Multi-User Plan and add you to it, then information concerning your existing account will become accessible to that organization, including your name, email address, and Content, and your existing account may be added to a Multi-User Plan without your prior consent. In these situations, any credit remaining on your account may be applied to the Multi-User Plan account. In addition, you acknowledge and agree that if you are or become a registered User on a Multi-User Plan your account information and data will be shared with the owner and admins of the account and your information and Content may also be visible to other Users in the account.

11. Representations and Warranties

11.1. Lucid. Lucid warrants that: (a) during the applicable Subscription Term, the Subscription Service(s) will operate substantially as described in the Documentation; (b) Support and Professional Services will be performed in a competent and workmanlike manner; (c) the Deliverables will conform to the specifications in the applicable Order; (d) it has the necessary authority to enter into these Terms; and (e) it will comply with all laws and regulations (including export control laws and restrictions) applicable to its provision of the Services to its users generally (i.e., without regard for your particular use of the Services or laws and regulations specific to you and your industry). If you believe a Service or Deliverable does not comply with the warranties in (a)-(c), you must notify Lucid in writing within 30 days of discovery of the nonconformity. To the maximum extent permitted by applicable law, as your exclusive remedy and Lucid's sole liability for breach of these warranties, Lucid will use commercially reasonable efforts to correct the non-conforming Service or Deliverable at no additional charge within a reasonable time period. These warranties will not apply to any failure caused by you, any User, or a person acting at your direction.

11.2. You. If you are the representative of an entity with Multi-User Plan and you (a) convert any existing accounts registered using email addresses from your entity domain into accounts under your control, or (b) enable administrative controls over access to a Subscription Service based on your e-mail domains (e.g., Lucid's lock-down and consolidation features), you represent and warrant that the entity owns such e-mail domain(s) and the Content that has been created by individuals with such e-mail domains. You will appoint an administrator to manage your account and will be solely responsible for the administrator's acts and omissions with respect to the Services.

11.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY

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OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

12. Billing and Payment

12.1. Services Fees. You will pay the fees and taxes specified in each Order for the applicable Services. In addition, you will reimburse Lucid for reasonable, documented, out-of-pocket expenses (including all travel costs and expenses) incurred by Lucid while providing Professional Services that are authorized or pre-approved by you in writing.

12.2. Payment. If you select a paid tier of a Subscription Service (a “**paid account**”) Lucid will bill you in advance on the frequency that you select. The term of your Subscription Service will be available in your Account Settings and/or set forth in the associated Order. Unless specified in an Order, Professional Services will be performed remotely and are provided on a time and materials basis. You authorize Lucid to charge your credit card or other payment method for all fees and expenses, at the quantities and prices associated with your paid account, when due. Lucid may enable other forms of payment in the Account Settings page, which may be subject to additional terms. Unless otherwise specified in an Order, payments for invoices are due 30 days after the invoice date. You agree to promptly notify Lucid in writing of any changes to your billing information during any Subscription Term. In the event your non-invoice form of payment fails and is not updated within Lucid’s system within 10 days, Lucid will invoice the remaining Subscription Service term with payment due upon receipt. Lucid reserves the right to correct any billing errors or mistakes that Lucid identifies in an invoice or after a payment is received.

12.3. Non-refundable. Except as expressly set forth in these Terms or when required by applicable law: (a) all fees are non-cancellable and once paid are non-refundable; and (b) products and quantities purchased cannot be decreased during a Subscription Term.

12.4. Pricing. Unless specified in an Order, Service pricing is specified on the Websites. Lucid may modify pricing for renewal periods upon written notice to you or an account admin (in the form of an invoice or any other form of notice used by Lucid to communicate with you); provided that, if the tier and/or number of units purchased for such renewal term is equal to or greater than the tier and/or number of units up for renewal, Lucid will provide notice prior to your cancellation or subscription change deadline described in the section titled “Termination and Subscription Changes By You” below. If you do not accept the pricing change, you may elect to not renew your paid account subject to the section titled “Term and Termination” below. If you upgrade to a higher tier of paid account, Lucid will credit any remaining balance from your previous subscription payment to your new tier.

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12.6. Currency and Taxes. All amounts payable to Lucid will be paid in the currency set forth on the pricing page, in the Order, or in USD and are exclusive of any applicable sales or use taxes (such as GST or VAT). If Lucid is obligated to collect or pay these taxes, they will be stated separately on each invoice, unless you provide Lucid (in advance) a valid tax exemption certificate authorized by the applicable taxing authority. If you are required by law to withhold any taxes from your payments to Lucid, you must provide Lucid with an official tax receipt or other appropriate documentation to support such withholding and reimburse Lucid for such withholding tax.

12.7. Procurement Agents. If you purchase Services through a procurement agent, you will remain liable for the fees payable to Lucid and the other obligations in this agreement.

13. Indemnification

13.1. By Lucid. Lucid will indemnify you, your officers, directors and employees (the “**Customer Indemnified Parties**”) against any claim, action, demand, suit or proceeding (each, a “**Claim**”) brought against the Customer Indemnified Parties by a third party alleging that a Subscription Service or Deliverable infringes such third-party’s intellectual property rights, including any finally awarded damages or settlement amount and reasonable expenses (including attorneys’ fees) to the extent arising from such Claim. Notwithstanding the foregoing, Lucid will not be obligated to indemnify the Customer Indemnified Parties if an infringement claim arises from: (a) the Content; (b) a User’s misuse of a Subscription Service; (c) a User’s use of the Subscription Service in combination with any products, services, or technology not provided by Lucid or a modification of a Subscription Service or Deliverable by you or a User, if the Subscription Service or Deliverable or use thereof would not infringe without such combination or modification; or (d) continued use of a Subscription Service or Deliverable after written notice by Lucid to discontinue use. If an infringement Claim is made or threatened, Lucid may, in its sole discretion: (i) replace or modify the infringing Subscription Service or Deliverable so that it is non-infringing (but functionally equivalent); (ii) procure the right for you to continue using the Subscription Service or Deliverable; or (iii) notwithstanding Lucid’s obligation to indemnify, terminate use of the infringing Subscription Service or Deliverable and refund any unused prepaid fees covering the terminated portion of the Subscription Service or Deliverable.

13.2. By You. You will indemnify Lucid and Lucid’s affiliates, and their respective officers, directors and employees (the “**Lucid Indemnified Parties**”) against any Claim made or brought against the Lucid Indemnified Parties by a third party or User arising from or related to your Content or the actions of your administrator(s) with respect to your account, including any finally awarded damages or settlement amount and reasonable expenses (including attorneys’ fees) to the extent arising from such Claim.

13.3. Process. The party seeking indemnification (the “**Indemnified Party**”) will provide

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Party's sole liability to, and the Indemnified Party's exclusive remedy for, any type of Claim described in this section.

14. Limitation of Liability

14.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- a. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR DATA, BUSINESS INTERRUPTION, DEPLETION OF GOODWILL, OR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS ARISING OUT OF OR RELATED TO THESE TERMS, REGARDLESS OF THE BASIS OR TYPE OF CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS; AND
- b. EACH PARTY'S AGGREGATE LIABILITY FOR DAMAGES OR LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) WILL NOT EXCEED THE GREATER OF (i) THE AMOUNT PAID OR PAYABLE BY YOU HEREUNDER WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY OR (ii) \$200.00. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. The previous sentence does not apply to instances of willful misconduct, to amounts payable to third parties under a party's indemnification obligations, to your obligations to pay fees, expenses and taxes when due, to noncompliance with the section titled "Using the Services" above, or to any infringement or misappropriation by a party of any intellectual property rights of the other party.

14.2. General. The parties acknowledge and agree that the limitations of liability, disclaimer of warranties, and any exclusion of damages included herein represent an allocation of risk between the parties (including the risk that a remedy may fail of its essential purpose) which is reflected by the fees paid. Notwithstanding the foregoing, nothing in these Terms excludes or limits Lucid's warranty obligations or liability for losses which may not be lawfully excluded or limited by applicable law. Only the limitations which are lawful in your jurisdiction will apply to you and Lucid's liability will be limited to the maximum extent permitted by law.

15. Term and Termination

15.1. Term. These Terms, which are effective as of the date shown above, will apply until all accounts under your control are permanently closed unless superseded by a written agreement between you and Lucid (the "**Term**").

15.2. Termination and Subscription Changes By You. If you want to cancel your auto-renewal, downgrade your subscription tier or products, reduce your quantity of items,

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within the applicable time period, your paid account will renew as outlined in the section titled "[Subscription Renewal](#)" or your free trial will convert into a paid subscription as outlined in the section titled "[Free Trials](#)". You will continue to have access to all the features of your paid or trial account until the end of the then-current Subscription Term. Lucid does not provide any refunds or credits for partial Subscription Terms.

15.3. Termination by Either Party. A party (referred to within this section as, the "**relevant party**") may terminate the Services if: (a) if the other party ("**breaching party**") commits a material breach of these Terms (or has acted in a manner which clearly shows that the breaching party does not intend to, or is unable to comply with, the provisions of the Terms) and such breach either (i) is not capable of being cured, or (ii) has not been cured within 10 days of receiving written notice of the breach from the relevant party; (b) immediately upon the breaching party ceasing to operate in the ordinary course, making an assignment for the benefit of creditors, or becoming the subject of any insolvency, bankruptcy, liquidation, dissolution, or similar proceeding; or (c) if the relevant party is required to do so by law.

15.4. Termination by Lucid. Lucid, acting reasonably, may terminate your access to any or all of the Services and/or close your account to protect Lucid's legitimate interests by giving you 30 days' written notice to your email address on file and providing a pro rata refund for any prepaid, unused subscription fees for the Services.

15.5. Suspension. Lucid reserves the right to suspend access to the Service(s) if: (a) you have undisputed amounts past due; or (b) Lucid reasonably determines that you or any Users on your account are using a Service in a way that creates a security vulnerability, may disrupt others' use of a Service, or have misappropriated or infringed Lucid's or another third-party's intellectual property or proprietary rights. Lucid will only suspend access to the extent, and for the duration, necessary to address the violation and will promptly restore access once the issue has been resolved. Lucid will not suspend access if you are (reasonably and in good faith) disputing a charge and cooperating in resolving the dispute. You acknowledge and agree that if Lucid suspends access to your account, you may be prevented from accessing the Services, your account details, or any files or other Content contained in your account. If the reason for suspension cannot be resolved, Lucid will automatically downgrade your account to a free account or terminate your use of the Service(s). Downgrading your account may cause the loss of Content, features, functionality, or capacity.

15.6. Effect of Termination. On termination of the Services: (a) all Orders will terminate; (b) Lucid will disable your account and each User's access to the paid Services; (c) you will immediately pay any accrued but unpaid and undisputed fees; (d) each party will return and make no further use of, or destroy (subject to each party's automated deletion schedule and back-up policy), any Confidential Information belonging to the other party, subject to (e); and (e) provided you have permanently closed your

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a Multi-User Plan, the Users will be automatically downgraded to free accounts, the ownership of the free account(s) will transfer to the applicable User(s), and any Content therein will remain in the free account(s) until such accounts are permanently closed by the User or otherwise at Lucid's reasonable discretion. Lucid may retain copies of Content as part of records, documents, or broader data sets in accordance with Lucid's legal and financial compliance obligations, on the condition that Lucid continues to comply with the requirements of these Terms in relation to any retained Content. To delete your Content from our servers after ending your relationship with Lucid, you must permanently close your account. For help permanently closing an account, please review our Documentation or contact support@lucid.co.

15.8. Site Visitors. A Site Visitor may terminate its use of the Websites at any time by ceasing further use of the Website. Lucid may terminate your use of the Websites and deny you access to the Websites in our sole discretion for any reason or no reason, including for violation of these Terms.

16. Changes to the Terms

16.1. Amendments and Effective Date. Lucid may make changes to the Terms from time to time. When these changes are made, Lucid will make a new copy of the Terms available at <https://lucid.co/tos>. You understand and agree that if you are on a free account and you use the Services after the date on which the Terms have changed, Lucid will treat your continued use of the Services as acceptance of the updated Terms. If you have a paid account, the new Terms will apply upon your renewal or the beginning of the next annual period listed on your Order, in which case your continued usage of the Services after such date or payment of an associated invoice will constitute your acceptance of the changes.

16.2. Waivers. Any waiver of these Terms must be in writing and no written waiver will operate or be construed as a waiver of any subsequent breach. The failure of either party to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision or of any other right or provision.

17. Mandatory Arbitration

17.1. Cooperative Resolution Process. The parties agree that most disputes can be resolved without resort to litigation or arbitration. If you have any dispute with us, you agree that before taking any formal action you will contact us at legal@lucid.co and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). Except for the Excluded Disputes (defined below), the parties agree to use their best efforts to settle any dispute directly through consultation with each other, and good faith negotiations will be a condition to either party initiating an arbitration (the "**Cooperative Resolution**

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enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (a “**Dispute**”), will be determined by binding arbitration in Salt Lake City, Utah before one arbitrator. The arbitration will be administered by JAMS pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. Judgment on an award may be entered in any court having jurisdiction. This clause does not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any demand for arbitration under these Terms must be made before the statute of limitations applicable to such claim has expired. In any arbitration arising out of or related to these Terms, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recovery of any such damages.

17.3. Excluded Disputes. Notwithstanding the parties’ decision to resolve all Disputes through arbitration, the following Disputes may be brought in any state or federal court of competent jurisdiction seated in, respectively, either Salt Lake County, Utah or the District of Utah: (a) disputes relating to or arising from misappropriation, infringement, validity and/or enforceability of a party’s intellectual property rights (including patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights), (b) any action by a party seeking entry of a temporary restraining order, preliminary injunctive relief, or permanent injunctive relief, or (c) any claims that, as a matter of law, the parties cannot agree to arbitrate (collectively, the “**Excluded Disputes**”).

18. Class Action Waiver

18.1. Class Action Waiver. The parties agree that an arbitrator will not have authority to conduct class arbitration of any Dispute. You and Lucid each agree that any arbitration or court action to resolve any Dispute will take place on an individual basis without resort to any form of class, consolidated, or representative action (the “**Class Action Waiver**”). YOU UNDERSTAND AND AGREE THAT THE CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION FOR ANY DISPUTE, INCLUDING CONSUMER DISPUTES AND BUSINESS DISPUTES. If any court or arbitrator determines that the Class Action Waiver is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above will be null and void in their entirety and the parties will be deemed to have not agreed to arbitrate Disputes.

19. General Legal Terms

19.1. Publicity. Subject to any usage guidelines you provide to Lucid, and unless otherwise set forth in an Order, Lucid may use your name, corresponding trademark or logo, and non-competitive use details in both text and pictures to identify you as a customer and highlight such use details in publicly available oral and written

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19.2. Relationship of the Parties. You and Lucid are independent contractors. These Terms do not create or imply any agency, partnership, joint venture, fiduciary, employment or franchise relationship. No right or cause of action for any third party is created by these Terms or any transaction under it.

19.3. Force Majeure. Neither party is liable for delay or default hereunder if caused by conditions beyond its reasonable control, including natural disasters, acts of God, hacker attacks, acts of terror or war, riots, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures.

19.4. Governing Law. These Terms and your relationship with Lucid under the Terms, are governed by the laws of the State of Utah (USA) without regard to its conflict or choice of law rules. To the extent the arbitration provisions herein are excluded by written agreement, held void or unenforceable, and for all Excluded Disputes, the parties consent to exclusive jurisdiction and venue in the state or federal courts seated in, respectively, either Salt Lake County, Utah (USA) or the District of Utah to resolve any Dispute. Any legal or arbitration proceeding will be in the English language.

19.5. Injunctive Relief. Each party acknowledges that any breach, threatened or actual, of the confidentiality and intellectual property obligations hereunder may cause irreparable injury to the other party for which there may not be an adequate remedy at law. Therefore, upon any such breach or threat thereof, the party alleging breach will be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.

19.6. Notices. You agree that Lucid may provide you with notices by email, regular mail, or postings on the Services. You may provide notice to Lucid by emailing legal@lucid.co.

19.7. Assignment. Neither this agreement, nor the rights or obligations hereunder may be assigned, transferred, or novated by either party without the other party's prior written consent, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign, transfer, or novate this agreement (including all Orders) without the consent of the other party to an affiliate or a successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party, provided that all fees owed and due by you have been paid.

19.8. Entire Agreement. These Terms (including any applicable Order) and any websites, policies, exhibits, schedules, supplemental terms, or documents referred to herein, constitute the entire agreement between you and Lucid related to the use of the Services and supersede all prior or contemporaneous representations, agreements, or understandings (written or verbal) relating to the subject matter hereof, including any non-disclosure agreements previously entered into by you and Lucid. If you require purchase orders, vendor registration forms, subsequent non-disclosure agreements

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convenience only and that the English language version of the Terms will govern your relationship with Lucid. If there is any contradiction between the English language version of the Terms and a translation, the English language version will take precedence.

19.10. Interpretation. References to “include(s)”, “including”, or similar terms will not be read as terms of limitation, but rather as followed by the words “without limitation.” A word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender. If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

19.11. Severability. If any provision of these Terms is found to be illegal, invalid, void or unenforceable, the remaining provisions will remain in full force and effect and the illegal, invalid, void or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by applicable law.

19.12. Survival. Any provision of these Terms that by its nature is reasonably intended to survive beyond termination of these Terms will survive.

20. Education Accounts

20.1. Applicability. If you are a school, school district, or related person, entity or organization (such as an administrator or educator who accesses the Services on their behalf) (each a “**School**”), then this section applies to you and “**you**” means the School purchasing the account, as well as its Users. If you are not a School, then this section will not apply.

20.2. Agreements. You agree to (a) only provide access to the Services to those individuals employed by, or enrolled as students in, your School or classroom and (b) be responsible for any Content, communications, and activity that occur under such accounts. Regardless of the account level being utilized, to the extent a School offers or requires access to the Services to minors, the School will be responsible for those User accounts under this section.

20.3. Student Data. “**Student Data**” is any information (in any format) that is directly related to any identifiable current or former student that is maintained by a School and may include “educational records” as defined by the Family Educational Rights and Privacy Act (“**FERPA**”) that Schools provide to us. While we may need to access Student Data to provide the Services to you, Schools own the Student Data and remain responsible for it. Our [Lucid for Education Privacy Policy](#) provides more detail about how we handle Student Data.

20.4. Responsibilities. Both parties agree to uphold their responsibilities under the

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Services. We require all Schools to provide appropriate disclosures to students and parents regarding their use of the Services and a copy of our [Lucid for Education Privacy Policy](#). If you are located outside of the United States, you will obtain any required consent or approval from the parent or guardian of any student covered by similar laws and, as a condition to your and your students' use of the Services, you agree that you will be responsible for complying with such laws.

20.5. Deletion of Student Accounts. For individuals that select a student persona in our product and are on an email domain that we have classified as a K-12 domain, we will permanently delete the individual accounts after a certain number of years of inactivity within our product. We will attempt to notify the individual prior to deletion.

21. U.S. Government End Users

21.1. The following terms apply to federal government ("**Government**") Users: The Services include computer software, which is a "commercial product" as defined at 48 C.F.R. § 2.101, and also include "commercial services" as defined in 48 C.F.R. § 2.101.

The Services also consist of "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 C.F.R. § 2.101 and 48 C.F.R. § 12.212. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202-1 through § 227.7202-4, you acquire the Services with only those rights, and subject to the obligations, set forth herein to the extent not inconsistent with federal procurement law in accordance with 48 C.F.R. § 552.212-4(w). In the event of a dispute with the Government in connection with this Agreement, the rights and duties of the parties shall be governed in accordance with federal procurement law, and such disputes shall be resolved pursuant to the Contract Disputes Act of 1978, as amended (41 U.S.C. §§ 7101-7109), as implemented by 48 C.F.R. § 52.233-1.

22. Jurisdiction-Specific Terms - Users Located in Australia

22.1. Application. The additional terms of this section titled "Jurisdiction-Specific Terms - Users located in Australia" only apply if you are a User located in the Commonwealth of Australia.

22.2. Inconsistency with Other Terms. These Terms (and in particular, but not limited to, each of the sections titled "Representations and Warranties" and "Limitation of Liability") are subject to Schedule 2 to the Competition and Consumer Act 2010 (Commonwealth of Australia) (the "**ACL**" or "**Australian Consumer Law**"), including the consumer laws of applicable states and territories in Australia and also these additional Terms in this section titled "Jurisdiction-Specific Terms - Users located in Australia". In particular, the contractual rights you have under these Terms are in addition to other

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with due care and skill, guarantees as to fitness of the Services for specific disclosed or implied purposes and guarantees as to the supply of Services within a reasonable time. The provision of any goods under these Terms are also subject to specific statutory guarantees as to, among other things, title, quality, and fitness for purpose.

22.4. Limitation of Liability and Other Statutory Rights. Despite any provisions of these Terms, Lucid's liability for any failure to comply with any such statutory guarantee or warranty referred to above in the section titled "Statutory Guarantees" is limited to the maximum extent permitted by applicable law to, at Lucid's option:

22.4.1. in respect of any Services - the supply of the Services again or the payment of the cost of having the Services supplied again; and

22.4.2. in respect of any goods - (i) the replacement of the goods; (ii) the supply of equivalent goods; (iii) the repair of the goods; (iv) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (v) the payment of the cost of having the goods repaired,

but in the case of either a "major failure" (as defined in the ACL) or a failure that cannot be remedied, in respect of any:

22.4.3. Services - you are entitled to cancel / terminate the Order in respect of those Services, and you are entitled to a refund for the unused portion of the Services, or to compensation for the reduced value of the Services; and

22.4.4. Goods - you are entitled to choose between a refund or replacement of the goods.

If a failure with any Services or goods supplied under these Terms is not a "major failure", you are entitled to have the failure rectified within a reasonable time and if not rectified in a reasonable time, you are entitled to a refund in respect of goods or to cancel the Order (i.e., terminate these Terms in respect of the Services) and to obtain a refund for any unused portion of the Services. You are also entitled to compensation for reasonably foreseeable loss or damage due to a failure in Services or goods supplied under these Terms.

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