



Manazed Technologies Corp
Registered Office: 1007 N Orange St. 4th Floor Suite #1551,
Wilmington, Delaware 19801, United States
Website: www.lucidity.cloud
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TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”) shall govern the relationship between Manazed Technologies Corp, (“**Service Provider**”, “**We**,” “**Us**,” or “**Our**” or “**Ourself**”) and You. For the purposes of these Terms, the words “**User**”, “**You**”, or “**Your**” or “**Yourself**” shall mean the user executing the Order Form including its employees, officers, directors and Administrators (*as defined below*) who have access to and use ‘Lucidity’ Software as a Service (SaaS) (“**Software**”). These Terms shall be construed as legally enforceable and binding upon You. These Terms regulate the use of the ‘Software’ license granted to You under the Order Form (as may be executed separately) and these Terms shall be read together with the Order Form.

You hereby agree to be bound by these Terms and Order Form (collectively referred to as “**Usage Terms**”) and in the event of any inconsistency or conflict between the Terms and the Order Form, these Terms shall prevail and control, unless agreed otherwise in the Order Form. You represent and warrant that You have complete legal authorization to accept these Terms on behalf of Your company (in the event that these Terms are signed by User). If You do not agree to these Terms, you shall not access, download, or install the Software.

You shall strictly comply with these Terms and the Applicable Laws (*as defined below*) and maintain adequate records regarding Your access, use of the Software and shall furnish such records, upon request, with Us. We may examine and audit Your books and records to the extent necessary to verify Your compliance with these Terms and other laws, as and when required, with reasonable prior notice.

You acknowledge that when You download, install, access, or use Software, information about Your device automatically through cookies, web beacons, and other means may be collected. Further, before downloading, installing, or using the Software or specific features or functionality, you may need to submit certain information about Yourself. Our privacy policy applies to all Data received through or in connection with usage of Software and the same can be accessed at <https://www.lucidity.cloud/privacy-policy>.

1. Definitions

“**Administrator**” means an employee of the User that has the authority and permission to edit the User access, rights, and capabilities. You acknowledge that You shall be solely liable for any violation of these Terms, in an event there is an Administrator using the Software;

“**Affiliate**” shall mean with respect to any person, any company, corporation, association or other entity, which, directly or indirectly, controls, is controlled by or is under common control with, such person;

“**Applicable Law**” includes all applicable statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders, whether in effect as of the Effective Date or thereafter;

“**Data**” shall mean and include ‘personal information’ or ‘sensitive personal data or information’ as defined under respective jurisdiction and as is amended time to time;

“**Service/ Services**” shall mean the provision of services agreed to be provided by the Service Provider/ Us as per the Order Form;

“**User Data**” means all information or data, files, code, text, images, photographs, and other materials uploaded or stored by You in the Software.

2. Grant of License

You are hereby granted, for the term as set out in the Order Form, a royalty-free, non-exclusive, limited, non-transferable, non-sublicensable license, to use its software “Lucidity” (“**Software**”), which is an AI-enabled orchestration layer on the top of Hyper-scalers that eliminates storage downtime, saves cloud block storage cost & reduces DevOps effort in managing block storage. You must use the Software for your own personal, non-commercial purposes, fully in compliance with the Usage Terms. Users shall not share their login credentials with anyone. Certain Services may require the acceptance of additional terms or license agreements (“**Additional Terms**”), which will be presented to the Administrator or User.



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3. Fees: You shall make payment on a SaaS subscription model as per the terms as agreed in the Order Form.

- a. It is hereby clarified that You shall be liable to pay the minimum service fee irrespective of the actual data utilized and the unused data will not be adjusted against the subsequent periods. Further, depending upon the Support Slab model availed, you shall pay the fee as agreed in the Order Form and as per the calculations set out in Part II of Annexure A (“**Service Fee**”). The Fees payable shall be exclusive of applicable taxes and other charges.
- b. The User shall pay the Fees within 30 (Thirty) days from the date of receipt of invoice from the Company. Beyond such 30 (Thirty) days, a late interest fee would be payable at the rate of 1.5% per month simple interest of the outstanding balance, or the maximum rate permitted by law, whichever is lower.
- c. All disputes relating to the invoice shall be settled amicably within 14 (Fourteen) days from the date of intimation of such dispute, failing which, such dispute will be decided in accordance with the provisions of Clause 14 of these Terms.

4. Software related Services:

- a. **Support Services:** We shall provide online support services during normal business hours, i.e., as defined in annexure A, at an additional cost as may be agreed in the Order Form, during the term of the Order Form and as per these Terms.

We may intimate You about disk onboarding/ expansion or disk shrinking, through notifications or alerts, on your email address shared with us.

- b. **Updates to the Software:** We shall use commercially reasonable efforts to provide You with the updated version of the Software, that may involve performance enhancement, bugs and security vulnerability fixes from time to time, for no additional price.
- c. We have no obligation to:
 - a) provide any updates, or
 - b) continue to provide or enable any particular features and/or functionalities of the Software to You.
- d. **Upgrade of the Software version:** You shall have the option for upgrades in relation to the Software, if any, at an additional price, as set out in Part I of Annexure A of the Order Form. All the new versions provided hereunder will constitute as a part of the Software and be subject to the terms and conditions under Usage Terms. “New versions” of the Software are limited to those that are marketed as a separate, distinct product and generally contain a new product number designation.

5. Third Party Services:

You acknowledge that the third-party service provider/agent/agencies may have access to Your information on a need-to-know basis to assist Us in rendering service, and the Service Providers are restricted from using the same for any other reason. The Company agrees and acknowledges that, except as otherwise provided in this Clause or under the Usage Terms, the Company shall not access or use any User Data without the prior written consent of the User.

6. Restrictions on the User

Except as expressly permitted by these Terms and any other agreements or contracts entered into with us, you shall not and shall not encourage or cause or assist or authorize the Administrator or any other person, including any third parties, to:

- a. combine or use any component of the Software with Your own programmes;
- b. sell, resell, rent, lease, distribute, act as a service bureau or managed service, publicly communicate, transform, or sublicense the Software account in whole or in part to any third party;
- c. modify, delete, alter, tamper with, repair, or otherwise create derivative works of the Software or remove ownership, title, trademark, patent, or copyright of the Software;
- d. reverse engineer or reverse compile whole or any part of the Software or any other Services;



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- e. use the Software to process, transmit or otherwise make available any content that infringes or misappropriates the intellectual property or proprietary rights of any third party, or without an appropriate license, permission or certification;
- f. utilize the Software to create a similar application that replicates its features or is meant to replace the Software;
- g. disable or circumvent, or attempt to disable or circumvent, any technological mechanisms or measures intended to prevent, limit or control use or copying of, or access to, any Software;
- h. use the Services for any other commercial purposes;
- i. use the Services to impersonate any person or entity, including the forging of an electronic email;
- j. do anything with the Software/ use the Software in a way that is in contravention with the Applicable Law;
- k. upload or transmit harmful User Data, including viruses, trojan horses, worms, time bombs, cancelbots, or any other computer programming routines that may damage, interfere with, intercept, or expropriate any system, program, data, or personal information.

7. Responsibilities of the User

You shall:

- a. give necessary access to let Us perform Our obligations under these Terms;
- b. not alter or modify, transfer, decompile, reverse-engineer or disassemble the object code version of the Software;
- c. maintain appropriate physical and digital infrastructure and security measures to prevent unauthorized access or leak of Data;
- d. not input, upload, transmit, or otherwise provide to or through the Services or Software, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code or damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, documentation or Software, in whole or in part;
- e. not copy, reproduce, create derivative works, adapt, attempt to derive or gain access to the source code rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software;
- f. not remove, delete, alter, or obscure any trademarks, warranties, or disclaimers, or any copyright, trademark, patent, or other Intellectual Property or proprietary rights notices from any Services, documentation or Software, including any copy thereof;
- g. ensure that the Data shall not contain any virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm the Software, or any time bomb, drop dead device, or other software or hardware device designed to disable the Software;
- h. not access or use the Services, documentation or Software for purposes of competitive analysis of the Services or any other purpose that is to Our detriment or commercial disadvantage;
- i. not otherwise access or use the Software beyond the grant of license as stated here.

8. Our Obligations

We shall:

- a. not probe, scan, alter or modify, reverse-engineer, transfer to any other storage, or disassemble the Data, Confidential Information (*as defined below*) and your intellectual property;
- b. shall make reasonable efforts under Applicable Laws to make it free of any bugs, error, virus etc.;
- c. use commercially reasonable efforts to provide continuous, uninterrupted, and round the clock services, maintenance and support to You and shall, to the best of its ability, provide continuous, uninterrupted, and round the clock services, maintenance and support to You in the terms of the Order Form and the Support Slabs specified in Part I of Annexure A of the Order Form;
- d. resolve issue as and when raised within reasonable time;
- e. neither access nor use any of the User Data in contravention with the Applicable Law;
- f. make reasonable efforts to ensure that there is no Data breach;
- g. if so requested, provide a detailed report of the security and privacy features, including security audit reports by external agencies and such other reports necessitated under these Terms. However, granting of physical access shall be at Our sole discretion.

9. Warranties and Disclaimers

We represent and warrant that:

- a. We are duly organized, validly existing and in good standing as a corporation under the laws of the jurisdiction;



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- b. We have full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under these Terms;
- c. the execution and delivery of these Terms and the transactions contemplated do not breach any laws/ an order of court or regulatory authority;
- d. We have control (by ownership, license or otherwise) of the entire right, title, and interest in and to the Software, including all Intellectual Property Rights relating thereto;
- e. the provision of, access to, and use of, the Software is on an “as is” basis, without any representations or warranties of any kind, express or implied, including without limitation the warranties of the merchantability, fitness for a particular purpose, reliability, availability, timeliness, security or accuracy of the data, information, schemes or databases and any warranties or conditions arising from any actual or alleged course of dealing, usage or trade practice. We guarantee the performance of the Software, however, do not warrant any business enhancement. No oral or written information or advice given by either website or its authorized representatives shall create a warranty nor in any way increase the scope of this warranty.
- f. We disclaim any indirect or implied warranty with respect to the Software, apart from the warranties stated in this Clause.
- g. You agree that it is Your sole responsibility to determine if the Software meets the needs of Your business.

10. Intellectual Property

The title to any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, Confidential Information, know-how, trade secrets, moral rights, licensing rights, trade names, domain names, trade dress, logos, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (“**Intellectual Property Rights**”) as embodied in the Software shall remain in and be the sole and exclusive property of the Company.

All rights and ownership in any of the Data or the User Data shall remain with the respective party. This Clause shall survive the expiry or termination of the Order Form.

11. Confidentiality Obligations

Any and all information disclosed to or accessed by either party under these Usage Terms with respect to the information of the other party shall be treated as “Confidential Information” for the purpose of the Order Form and these Terms. Both Parties shall hold the Confidential Information in strict confidence, protect it by using the highest degree of care and highest security precautions to prevent the unauthorized use, dissemination, or publication of the Confidential Information. The obligations specified in this Clause shall survive during the tenure and even post the termination of the order form or this Agreement.

12. Indemnity

- a. Either party shall indemnify the other party against all costs, claims, expenses, losses and damages incurred or to be incurred by such party due to any breach of terms of these Usage Terms or Applicable Law or third party intellectual property infringement claims by such party or its employees, consultants or agents.
- b. Notwithstanding anything contained herein, the Company’s aggregate liability towards the User for any reason and upon all claims and causes of action hereunder will be limited to the amount of Fees paid during the last 12 (Twelve) months by the User for the Software, from the date giving rise to such claim. This limitation applies to all causes of action or claims including without limitation breach of contract, breach of warranty, negligence, strict or tortious liability. To the extent permitted by Applicable Law, neither party will be liable to the other for any amounts representing indirect, special, punitive, consequential losses, loss of profit, loss of savings or revenue, loss of business, delays, or loss of Data whatsoever, even if either party has been advised of the possibility of such damages.
- c. Neither Party will be liable to the other for any amounts representing indirect, special, punitive, consequential losses, loss of profit, loss of savings or revenue, loss of business, delays, or loss of data whatsoever, even if either Party has been advised of the possibility of such damages.



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13. Term and Termination:

- a. We reserve the right to terminate the Order Form, without any prior notice, in an event: (i) You are found in contravention or violation; or (ii) upon any material breach of the Usage Terms with failure to cure the breach within 10 (Ten) days from the date of receipt of notice; or (iii) You fail to make timely payment for accessing the Software for (Two) 2 consecutive billing periods; or (iv) You bring any action against Us or Our affiliates alleging the infringement of Your intellectual property rights or other proprietary rights.
- b. Further, we have the right to terminate the Order Form and the Terms by giving prior written notice of 30 (Thirty) days and You have the right to terminate the Order Form by giving a prior written notice of 60 (Sixty) days.
- c. We shall have the right to increase the periodic subscription Fee of the Software, upon renewal of the Order Form, with prior intimation.
- d. Effects of Termination: Upon the termination of the Order Form, the following actions shall be undertaken:
 - i. You must uninstall the Software immediately;
 - ii. All the copies of the Confidential Information shall be immediately removed/ destroyed/ deleted or sent back to the party to whom it belongs;
 - iii. All the outstanding Fees as payable shall be paid to the Company immediately; and
 - iv. If the Company terminates the Usage Terms for any reason other than a breach by the User, then the Company will refund any prepaid fees for the remaining term of the Services. Any such refund will be paid within 60 (Sixty) days of Company's notice of termination.

- 14. Governing law and dispute resolution:** All the disputes in relation to the Usage Terms, including the dispute regarding the invoice amount, shall be resolved as per this Clause 14. The courts of Delaware shall have exclusive jurisdiction. In case the dispute or differences are not settled amicably as within 30 (Thirty) Business Days from the date of the dispute, the dispute shall be referred to arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, interpretation, breach, termination, validity, or enforceability, shall be settled exclusively by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a single arbitrator appointed by mutual agreement of the Parties or, in the absence of such agreement, by the AAA. The arbitration proceedings shall be held in Delaware, and shall be conducted in the English language. The decision of the arbitrator shall be final and binding upon the Parties. The arbitrator shall have the authority to award any relief or remedy that would otherwise be available in court, including injunctive relief, provided that the arbitrator shall not have the authority to award punitive damages. The prevailing Party in any arbitration shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with the arbitration.

- 15. Notices:** All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) on the date sent by email as stated in the name clause of the Order Form, with confirmation of transmission or receipt). Such communications must be sent to the respective parties at their email addresses indicated in the Order Form.

- 16. Miscellaneous:** If any provision/ Clause of these Terms (or part of a provision) is found by any competent authority to be invalid, unenforceable or illegal, the other provisions/ Clauses shall remain in force. Neither of us shall be entitled to assign the rights and obligations under the Usage Terms, without the prior written consent of the other party. These Terms along with Order Form shall constitute the entire and exclusive understanding and agreement between Service Provider and You regarding the grant and limited use of the Software, and these Terms along with Order Form, supersede and replace any and all prior oral or written understandings or agreements between Service Provider and You.

ANNEXURE A

SUPPORT SLABS

	Developer	Standard	Enterprise
Price	Free	Free	As per the Order Form



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Scope	Trail and Non-Production environments	Production Workload environments	Business- critical Dependence
Billing & Subscription management support	Yes	Yes	Yes
Case Severity & Response Time	Minimal Business Impact (Sev C): Within eight business hours	Minimal Business Impact (Sev C): Within eight business hours Moderate Business Impact (Sev B): Within four hours Critical Business Impact (Sev A): Within one hour	Minimal Business Impact (Sev C): Within three hours Moderate Business Impact (Sev B): Within two hours Critical Business Impact (Sev A): Within one hour
Support Mode	Email	Email	Email & Call

For North America, business hours are from 6:00 AM to 4:00 PM (EST), Monday to Friday, excluding holidays.

Severity Level	Customer Situation	Initial Response Time
Severity A	Customer is incurring significant business loss as Lucidity has led to downtime of complete cloud infrastructure of customer.	Developer – N/A Standard - < 1 Hour Enterprise - < 1 Hour
Severity B	Lucidity Agent / Auto- Scaler is not auto-scaling & giving errors in execution. It leads to minimum business loss & customers can add storage the storage themselves.	Developer – NA Standard - < 4 Hours Enterprise - < 2 Hours
Severity C	Lucidity Agent / Auto-Scaler is giving non- critical errors/ messages. It leads to no business loss for customers.	Developer - < 8 Business Hour Standard - < 8 Business Hour Enterprise - < 3 Hours