

Lucid Software Inc. Terms of Service

- [Introduction](#)
- [1. Your relationship with Lucid](#)
- [2. Accepting the Terms](#)
- [3. Provision of the Services by Lucid](#)
- [4. Using the Services](#)
- [5. Your Content](#)
- [6. Multi-User Accounts](#)
- [7. Education Accounts](#)
- [8. Indemnification](#)
- [9. Billing, Payment and Renewal](#)
- [10. Confidentiality](#)
- [11. Data Security, privacy and your personal information](#)
- [12. Other Features of the Services](#)
- [13. Lucid Intellectual Property and Proprietary Rights](#)
- [14. Publicity](#)
- [15. Service updates](#)
- [16. Ending your relationship with Lucid](#)
- [17. Exclusion of Warranties](#)
- [18. Limitation of Liability](#)
- [19. Changes to the Terms](#)
- [20. General legal terms](#)

Introduction

Last updated: July 7, 2021

Lucid has updated our Terms of Service, which are effective as of the date shown above. Disputes about these Terms and the Services and Websites provided by Lucid are subject to binding arbitration and a waiver of class action rights detailed in Section 20 below.

Lucid Software Inc. (“Lucid,” “we,” “our”) offers productivity, collaboration and data visualization tools available online, including via a mobile application, as subscription services (each, a “Subscription Service”) as well as support and professional services (all collectively, the “Services”), and websites, including but not limited to www.lucidchart.com, www.lucidspark.com, lucid.co, lucidchart.zendesk.com, lucidco.zendesk.com, lucidspark.zendesk.com, lucidspark.com/blog and lucidchart.com/blog (collectively, the “Websites”).

1. Your relationship with Lucid

1.1 Lucid has three different types of end users:

- We call users of the Websites “Site Visitors.”
- We call users who use the free version of the Services “Free Users.” While Free Users can access and use the Services, they have access to a more limited set of features and functionality than Subscribers.
- We call users who use the Services as part of a paid subscription plan (regardless of the subscription tier) “Subscribers.” The features and functionalities available to Subscribers are determined by the subscription tier.

We refer to these three types of end users collectively as “Users” or “you” for purposes of these Terms of Service (the “Terms”). Regardless of what type of User you are, these Terms create a legally binding agreement between you and Lucid and explain the rules governing use of the Services and Websites. If you do not agree to these Terms, please do not access or use the Services and Websites.

2. Accepting the Terms

2.1 You acknowledge and agree that you have read, understand and agree to be bound by these Terms and our [Privacy Policy](#) by clicking or tapping on a button indicating your acceptance, by accessing or using the Services and Websites, or by executing or making payment based on an ordering document, statement of work or invoice (an “Order”) that references these Terms.

2.2 By accepting these Terms, you 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 the Services through your account will be referred to as a “User”; and (b) you understand and agree that the organization will be responsible for ensuring that each of its Users complies with these Terms.

2.3 You may not use the Services and may not accept the Terms 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. If you represent an organization, you will ensure that: (a) your Users do not use the Services in violation of any export restriction or embargo by the United States; and (b) you do not provide access to the Services to persons or entities on any restricted lists.

2.4 If you are under 18 years old, you may not create a Lucid account or use the Services unless (a) you have received access to the Services through your School (defined below); or (b) your legal guardian has reviewed and agreed to these Terms. If you are a parent or legal guardian permitting a person under 18 years of age (a “Minor”) to create an account and/or use the Services, you agree to: (i) supervise the Minor’s use of the Services and their account; (ii) assume all risks associated with, and liabilities resulting from, the Minor’s use of the Services and their account; (iii) ensure that the content in the Services and on the Websites are suitable for the Minor; (iv) ensure all information submitted to us by the Minor is accurate; and (v) provide the consents, representations and warranties contained in the Terms on the Minor’s behalf.

3. Provision of the Services by Lucid

3.1 You and each User may access and use the Services, including the software provided as part of the Services, during the applicable subscription term, solely in connection with your internal business operations and subject to these Terms. You may not assign or grant a sub-license of your rights to use the Services, grant a security interest in or over your rights to use the Services, or otherwise transfer any part of your rights to use the Services.

3.2 Lucid may provide implementation, consulting, configuration, integration, training, advisory, development, and other professional services (“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 and signed by the parties. Lucid hereby

grants you a right to access and use the goods, products, or other deliverables identified in an Order for Professional Services (“Deliverables”) for your internal business purposes, pursuant to these Terms.

3.3 Lucid provides technical support for the Subscription Service (“Support”) through its online helpcenter available at [lucidchart.Zendesk.com](https://lucidchart.zendesk.com), lucidco.zendesk.com and lucidspark.zendesk.com, as applicable. Support requests may be submitted to support@lucidchart.com or support@lucidspark.com, as applicable.

3.4 If you choose a trial subscription, during the trial period the Subscription Service is provided “AS-IS” (with no warranties). Lucid will not be liable for any damages related to your use of the Subscription Service during the trial period. Once the trial period ends, your credit card will be charged for the subscription plan that you had chosen unless you cancel the trial in product before the trial ends.

3.5 Lucid warrants that: (a) during the applicable subscription term, the Subscription Service will operate substantially as described in the online documentation; (b) the Support and Professional Services will be performed in a competent and workmanlike manner in accordance with generally accepted industry standards, this Agreement and applicable Order; and (c) the Deliverables will conform to the specifications in the applicable Order. If you believe a Service or Deliverable does not comply with these warranties, you must notify Lucid in writing within 30 days of delivery of the non-conforming Service or Deliverable. 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 to Customer within a reasonable time period. These warranties will not apply to any failure caused by a defect in or modification to the applicable Service or Deliverable caused or made by you, any User, or a person acting at your direction.

3.6 The Subscription Service includes the features and functionality applicable to the version selected. Lucid may update the content, functionality, and user interface of the Subscription Service in its sole discretion. Some features and functionality may be available only with certain versions of the Subscription Service. Lucid does not represent or warrant that a particular subscription plan will be offered indefinitely and reserves the right to change or alter the features and options, including volume of transmissions and maximum storage space, in a particular subscription plan without prior notice.

4. Using the Services

4.1 In order to register for and access certain Services, you and each User will be required to provide information. You agree that any registration information given to Lucid, including contact information (e.g., e-mail address) and billing/payment details, will be accurate and kept current.

4.2 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, which must be kept confidential. You will (a) if applicable, obtain from the Users on your account 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); and (c) in the event of any unauthorized access to or use of the Services or Deliverables, promptly notify Lucid at support@lucidchart.com or support@lucidspace.com, as applicable.

4.3 You are responsible for (a) access to and use of the Subscription Service 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, (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; and (e) if required, providing qualified personnel to timely perform your duties and tasks specified in an Order or as may be reasonably necessary in connection with Lucid's performance of the Professional Services and providing Lucid with any information, data and other materials that you agree to provide under an Order related to Professional Services.

4.4 You acknowledge that the Subscription Service was not designed or intended to process or manage any Protected Information. Lucid will not be responsible for damages associated with Protected Information created, stored, shared or processed through the Subscription Service. "Protected Information" means information that is subject to specific regulations or laws that impose increased protections and/or obligations with respect to handling that type of information or that is not appropriate for use in the Subscription Service, as intended. Protected Information includes, without limitation, data that is subject to the Payment Card Industry Data Security Standards (PCI DSS), Health Insurance Portability and Accountability Act (HIPAA) or Gramm-Leach-Bliley Act (GLBA) or any similar legislation in an applicable jurisdiction, or any credit or debit card and

magnetic stripe information, social security numbers, driver's license numbers, passport numbers, government issued identification numbers, health-related information, biometric data, financial account information, or information deemed "sensitive" under applicable law (such as racial or ethnic origin, political opinions, or religious or philosophical beliefs).

4.5 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 them unless the foregoing restrictions are expressly prohibited by applicable law;

(c) use or access the Services or Deliverables (i) for competitive purposes or (ii) other than in compliance with all applicable laws and regulations (including export control laws and restrictions);

(d) remove or modify any proprietary markings or restrictive legends in the 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) introduce into the Subscription Service viruses, malware, Trojan horses, worms, spyware or other destructive code, or otherwise engage in any malicious act or disrupt the security, integrity or operation of the Subscription Service;

(h) access or attempt to access the Subscription Service by any means other than Lucid's publicly supported interfaces, including through 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 is unlawful or related to illegal activity, threatening, deceptive, defamatory, discriminatory, obscene, libelous, an invasive of another's privacy, or infringes the intellectual property rights of a third-party through the Subscription Service.

5. Your Content

5.1 As between the parties, you own all right, title, and interest in and to the Content in your account, including all intellectual property and proprietary rights therein. Except as expressly set forth herein, Lucid acquires no right, title, or interest from you hereunder in or to your Content. "Content" means the data, information, images, and other content that is uploaded to, imported into or created in the subscription Service by the Users, but does not include Statistical Data (as defined herein).

5.2 You hereby grant Lucid a worldwide, non-exclusive, non-transferable, right to access, use and process the Content: (a) as requested by you or a User; (b) as necessary to manage accounts, provide Support and provide and improve the Services, including to identify, investigate, or resolve technical or security problems with the Services and to detect and protect against fraud; and (c) as required by applicable law, regulation, legal process or enforceable governmental request and to detect and prevent violations of these Terms.

5.3 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).

6. Multi-User Accounts

6.1 You acknowledge that you retain administrative control as to 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 is entitled to 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.

6.2 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 managed under a multi-user subscription plan maintained by your employer or other third-party (a "Multi-User Plan"), such as a Team or Enterprise account, any Content you have created or will create will be subject to control by the applicable account owner and admins, and is no longer "your Content" for purposes of this Agreement. The account owner and admins under a Multi-User Plan can designate other Users under that Multi-User Plan as owners of the Content you originally created, in which case you may no longer be able to access the Content and may lose any copyright or other rights you held in the Content. In addition, the account owner or admins of such Multi-User Plan may downgrade your access, remove you from the account or permanently delete you from the account without your prior consent. If you have questions about Multi-User Plans, please contact us at support@lucidchart.com or support@lucidspark.com, as applicable.

6.3 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 the 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 data may also be visible to other Users in the account.

6.4 If you are the representative of an entity with Multi-User Plan and you choose to enable administrative controls over access to the Subscription Service based on your e-mail domains (i.e.

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 appropriate admins to manage your account and will be solely responsible for the admins' acts and omissions.

7. Education Accounts

7.1 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" shall mean the School purchasing the account, as well as its Users.

7.2 You agree (a) to only provide access to the Service to those individuals employed by or enrolled as students in your School or classroom and (b) to 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 under this Section 7 for those User accounts.

7.3 "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.

7.4 Both parties agree to uphold their responsibilities under the FERPA, the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act ("COPPA"). We provide the Services under the "school official" exception of FERPA 34 CFR Part 99.31(a)(1). COPPA requires that online service providers obtain clear and verifiable parental consent before collecting personal information from children under the age of 13. You represent and warrant that you have the authority to provide consent on behalf of parents in order for us to collect information from students before allowing children under the age of 13 to access our Services. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as Lucid and that they provide a copy of our [Lucid for Education Privacy Policy](#) to parents and guardians. 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.

8. Indemnification

8.1 Lucid will defend you, your officers, directors and employees (the "Customer Indemnified Parties") against any claim, demand, suit or proceeding (each, a "Claim") made or brought against the Customer Indemnified Parties by a third-party alleging that a Subscription Service or a Deliverable infringes or misappropriates such third-party's intellectual property rights, and will indemnify the Customer Indemnified Parties from 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 or misappropriation claim arises from: (a) the Content; (b) a User's misuse of a Subscription Service or Deliverable; (c) a User's use of the Subscription Service or Deliverable in combination with any products, services, or technology provided by a third-party or a modification of the 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 the Subscription Service or Deliverable after notice by Lucid to discontinue use. If an infringement or misappropriation 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 hereunder, 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.

8.2 You will defend 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 (a) alleging your Content infringes or misappropriates any intellectual property rights; (b) related to ownership of your Content; or (c) related to an admin's actions with respect to your account, and will indemnify the Lucid Indemnified Parties from any finally awarded damages or settlement amount and reasonable expenses (including attorneys' fees) to the extent arising from such Claim.

8.3 A party seeking indemnification (the "Indemnified Party") will provide the other party (the "Indemnifying Party") prompt written notice upon becoming aware of any Claim subject to indemnification hereunder (a delay in providing notice does not excuse these obligations unless the

Indemnifying Party is prejudiced by such delay) and reasonable cooperation to the Indemnifying Party in the defense, investigation or settlement of any Claim at the Indemnifying Party's expense. The Indemnifying Party will have sole control of such defense, provided that the Indemnified Party may participate in its own defense at its sole expense. The Indemnifying Party may not settle a Claim without the Indemnified Party's consent if such settlement imposes a payment or other obligation on the Indemnified Party. This Section states the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy for, any claim or action described in this Section.

9. Billing, Payment and Renewal

9.1 If you select a paid tier of the Subscription Service (a "paid account") Lucid will bill you in advance for use of the Services on the frequency that you select.

9.2 Current pricing for non-enterprise accounts are published on the Lucid Websites. Lucid reserves the right to modify pricing at any time for renewal terms; provided, that Lucid will notify you or the account admin prior to any price increase affecting that account. 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.

9.3 All payments due are in U.S. dollars unless otherwise indicated on the subscription pricing page, Order or invoice. Credit card, debit card or other non-invoice forms of payment are due at the beginning of the relevant subscription term. Lucid will charge you for all fees when due. Lucid may enable other forms of payment in the Account Settings page, which may be subject to additional terms. Payments for invoices are due thirty (30) days after the invoice date, unless otherwise specified, and are considered delinquent thereafter.

9.4 Your subscription will automatically renew at the end of each subscription term and you authorize Lucid to charge the credit card, debit card or other non-invoice forms of payment for each renewal. If you wish to change your subscription level, number of Users, subscription term, or cancel your auto-renewal, the account owner or the admin must change the settings in the Account Settings page provided in the Subscription Service or contact our customer support team prior to the renewal date.

9.5 Billing disputes must be notified to Lucid in writing before the due date. Delinquent payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law) from the payment due date until paid in full. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by Lucid in collecting delinquent amounts. If delinquent fees are not paid, Lucid will automatically downgrade your account to a free account and/or suspend or terminate your use of the Services. Downgrading your account may cause the loss of Content, features, functionality or capacity. If you require a purchase order, vendor registration form, or other documentation, such requirement will in no way relieve, affect or delay your obligation to pay amounts when due.

9.6 You are responsible for any taxes, duties, and customs fees associated with the sale of the Services (other than Lucid's income tax) (collectively "Taxes"), and you will pay Lucid for the Services without any reduction for Taxes. If Lucid is obligated to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide Lucid with a valid tax exemption certificate. 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.

9.7 Unless otherwise agreed to in an Order, Professional Services will be performed remotely and are provided on a time and materials basis ("T&M") at the rates set forth in the Order. T&M estimates are not a guarantee that the project will be completed in the estimated number of hours. Actual T&M hours may be more or less. In addition, you will reimburse Lucid for reasonable, documented, out-of-pocket expenses (including all travel costs and expenses) incurred by Lucid in the course of providing Professional Services that are authorized or pre-approved by Customer in writing.

9.8 If you elect to purchase certain Services through a third-party agent ("Procurement Agent"), your obligation for payment to, and relationship with, such Procurement Agent is between you and the Procurement Agent. You will remain liable for the fees payable to Lucid for the Services as well as the other obligations set forth in these Terms.

9.9 Except as expressly set forth in these Terms or when required by law, all fees are non-cancellable and once paid are non-refundable, even in the case of unused subscription periods.

10. Confidentiality

10.1 “Confidential Information” means non-public, proprietary, business, technical, security, legal, or financial information that is either marked or identified as Confidential Information or would reasonably be understood to be confidential, including information about products, processes, services, trade secrets, marketing and business plans, client lists, financial information, system architecture, security programs, and intellectual property. For avoidance of doubt, the price you pay for the Services constitutes 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.

10.2 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 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 will be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third-party. If the receiving party is compelled by law to disclose the other party’s Confidential Information, it will use commercially reasonable efforts to give 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.

10.3 If you utilize a Procurement Agent, Lucid is permitted to disclose Confidential Information (including these Terms and any Orders) to such Procurement Agent that is necessary to effectuate such transaction.

11. Data Security, privacy and your personal information

11.1 Lucid's [Privacy Policy](#) explains how Lucid treats your personal information and protects your privacy when you use the Websites and Subscription Service. If you use our Websites or are an individual User of a Subscription Service or part of a team account, you agree to the use of your data, including personal information, in accordance with [Lucid's Privacy Policies](#).

11.2 Lucid will use data provided in connection with the creation or administration of entity and User accounts solely to set up and maintain such accounts, to inform entities and Users about features of the Services, to provide and maintain the Services, and as necessary to comply with applicable law, regulation, legal process or enforceable governmental requests and to detect and prevent fraud and or violations of this Agreement.

11.3 Lucid will maintain appropriate 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.

11.4 If an enterprise customer is subject to the General Data Protection Regulation, any similar or successor laws or regulations in Europe, or the California Consumer Privacy Act, Lucid's [Data Processing Addendum](#) ("DPA") applies to the processing of any Customer Personal Data (as defined in Section 1 of the DPA).

11.5 Lucid may utilize 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.

12. Other Features of the Services

12.1 The Services may contain content provided by others, such as templates authored by third parties, that may not be owned by Lucid and may be protected by intellectual property rights owned by third parties. Such content is the sole responsibility of the person or entity from whom it originated.

12.2 The Services facilitate the sharing of information within your organization and potentially outside of your organization. You agree that you are solely responsible for the Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Lucid may suffer). You must ensure that you have all the rights and permissions needed to use that Content in connection with the Services.

12.3 If you receive any Service free of charge, such Services are made available “AS-IS” without any representations, warranties, support, maintenance or other obligation of any kind. Lucid may terminate your access to, or use of, a free Service at any time.

12.4 Lucid may make new features of the Subscription Service available to your account or certain Users. Notwithstanding any other provision herein, Services released as beta, pilot, limited release, non-production or evaluation (“Beta Features”) are made available to Customer “AS-IS” without any warranty, support, maintenance or other obligation of any kind. Lucid may terminate access to, or use of, a Beta Feature at any time.

12.5 If you or a User wants to utilize interoperability with a Non-Lucid Application, you may need to purchase a subscription for such product. Lucid is not responsible for the Non-Lucid Applications and any use thereof is subject to the end user license or other use agreement that you or a User accepts from, or establishes with, the third-party. Lucid has no liability with respect to procurement or use of Non-Lucid Applications. “Non-Lucid Application” means a web-based, offline, mobile, or other software application or functionality that is provided by a third-party, is not owned by Lucid or under Lucid’s control and interoperates with a Service, including the printers described below.

13. Lucid Intellectual Property and Proprietary Rights

13.1 As between the parties, Lucid owns all right, title, and interest in and to the Lucid Assets 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 (i) the Services, Deliverables and all materials, ideas, and items that are conceived, made, discovered, written, or created by Lucid’s personnel in connection with providing the same (but not any Content or your Confidential Information contained therein); (ii) all Lucid technology, software, data, methodologies, 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 and object code in and to the foregoing; and (iii) all

other intellectual property owned by Lucid and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how.

13.2 You or a User may provide feedback or suggestions about the features, functions, or operation of the Services ("Feedback"). Lucid may freely use and exploit the Feedback (without any obligations or restrictions). You and the Users are not required to provide Feedback and Lucid is not required to use or incorporate Feedback into any of its products or Services.

13.3 Lucid owns all rights to the Statistical Data. Lucid may use the Statistical Data for its own business purposes (such as improving, testing, and maintaining the Subscription Service and developing additional products and services), and from time to time, provided that it does not reveal the identity, directly or indirectly, of any User or entity, may publish Feedback and aggregated Statistical Data. "Statistical Data" means statistical data generated or related to the provision, operation or use of the Subscription Service, including measurement and usage statistics, configurations, survey responses, and performance results.

13.4 Nothing in the Terms gives you a right to use any of Lucid's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

14. Publicity

14.1. Unless otherwise specified in an Order, Lucid may identify you as a customer, and may use your name, corresponding trademark or logo, on our website or in our customer list, blogs, and other marketing materials or public communications subject to your published brand guidelines. To request removal of this identification, please notify us in writing at support@lucidchart.com or support@lucidspark.com, as applicable, or Lucid's address found Section 20 below.

15. Service updates

15.1 The Subscription Service will automatically download and install updates from time to time from Lucid. These updates are designed to improve, enhance and further develop the Subscription

Service and may take the form of bug fixes, enhanced functions, new software modules and completely new versions with different features. You agree to receive such updates and permit Lucid to deliver them to you as part of your use of the Services.

16. Ending your relationship with Lucid

16.1 The Terms will apply until all accounts under your control are closed unless superseded by written agreement between you and Lucid.

16.2 If you want to terminate your subscription and close your account, you may do so by (a) notifying Lucid at support@lucidchart.com or support@lucidspark.com, as applicable or (b) cancelling your subscription in the Accounts Settings page and then closing your account, if this option is available to you.

16.3 Either party may terminate the Services if: (a) the other party is in material breach of these Terms (or has acted in a manner which clearly shows that the party does not intend to, or is unable to comply with, the provisions of the Terms) and fails to cure such breach within 10 days following receipt of written notice from the non-breaching party, except that termination will take effect on notice in the event of a breach of Section 4.5; (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 60 days; or (c) it is required to do so by law.

16.4 In addition, Lucid may terminate your subscription and/or close your account, for any or no reason, 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.

16.5 Lucid reserves the right to suspend access to the subscription Service if (a) you have undisputed amounts more than 10 days past due; (b) Lucid reasonably determines that you or any Users on your account are in breach of these Terms; or (c) Lucid reasonably determines that you or any Users on your account are using the Subscription Service in a way that creates a security vulnerability, may disrupt others' use of the Subscription 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 Customer is (reasonably and in good faith) disputing a charge and cooperating in resolving the dispute. You acknowledge and agree that if Lucid disables 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.

16.6 Upon termination of the Services, (a) Lucid will disable your account and each User's access to the paid Services; (b) you will pay any accrued but unpaid fees prior to the effective date of termination; (c) each party will return and make no further use of, or destroy, any Confidential Information belonging to the other party, subject to (d); and (d) Lucid will delete all Content in accordance with its automated deletion schedule and back-up policy. Notwithstanding the foregoing, if Users maintain free accounts after cancellation of a paid account, information and Content in those free accounts will not be deleted until such accounts are permanently deleted and the free accounts will remain subject to these Terms. When these Terms end, all legal rights, obligations and liabilities that you and Lucid have benefited from, been subject to, have accrued, or which must survive in order to give proper effect to their intent, shall be unaffected by this cessation, and the provisions of Section 20 shall continue to apply to such rights, obligations and liabilities indefinitely.

16.7 If your paid account is downgraded or canceled for any reason, your information and Content may be deactivated but not deleted. In order to delete your data from our servers after ending your relationship with Lucid, you must permanently delete your account. For help deleting an account, please contact support@lucidchart.com or support@lucidspark.com, as applicable.

16.8 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.

17. Exclusion of Warranties

17.1 Nothing in these Terms, including Sections 17 and 18, shall exclude or limit 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.

17.2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LUCID MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING ANY NON-LUCID APPLICATION WITH WHICH THE SERVICE MAY INTEROPERATE. LUCID DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME OR THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

18. Limitation of Liability

18.1 TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (REGARDLESS OF THE BASIS OR TYPE OF CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) FOR ANY LOST PROFITS, REVENUES OR DATA, BUSINESS INTERRUPTION, DEPLETION OF GOODWILL, COVER, OR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS. EACH PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID OR PAYABLE BY YOU HEREUNDER WITHIN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY OR (B) \$200.00.

18.2 Lucid will not be liable for any loss or damage which may be incurred by you as a result of (i) any changes which Lucid may make to the Services or any features within the Services; (ii) your failure to keep your password or account details secure and confidential; or (iii) your failure to back up your Content.

18.3 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.

19. Changes to the Terms

19.1 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://www.lucid.co/tos>, as applicable.

19.2 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.

20. General legal terms

20.1 Unless otherwise specified in an Order, the Services are provided by, and you are contracting with, Lucid Software Inc., and references to “Lucid”, “we”, “us”, and “our” are references to Lucid Software Inc., located at 10355 S. Jordan Gateway, Suite 150, South Jordan, UT 84095, United States. These Terms, and your relationship with Lucid under the Terms, shall be governed by the laws of the State of Utah without regard to its conflict or choice of laws rules.

20.2 The parties agree that most disputes can be resolved without resort to litigation. 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 shall be a condition to either party initiating an arbitration (the “Cooperative Resolution Process”). If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time the Cooperative Resolution Process is initiated, then either party may initiate binding arbitration as the sole means to resolve any dispute (except as set forth in Section 20.6) subject to the terms set forth below.

20.3 Any dispute, controversy, or claim relating to, connected with, or arising out of the subject matter of these Terms, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (a “Dispute”), shall be determined by arbitration in Salt Lake City, Utah before one arbitrator. The arbitration shall

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 shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any demand for arbitration under these Terms shall 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 any such damages.

20.4 The parties agree that an arbitrator shall 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 shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate Disputes.

20.5 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. To the extent the arbitration provisions herein are void or unenforceable, and for all Excluded Disputes, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Salt Lake County, Utah, or the District of Utah to resolve any Dispute. Any legal or arbitration proceeding will be in the English language.

20.6 Notwithstanding the parties' decision to resolve all Disputes through arbitration, the following Disputes may be brought in any court of competent jurisdiction: (a) disputes relating to or arising from misappropriation, infringement, validity and/or enforceability of a party's intellectual property rights ("intellectual property rights" means 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").

20.7 These Terms constitute the whole legal 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. Any terms and conditions

appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void and of no effect. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

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

20.9 Each party acknowledges that any breach, threatened or actual, of Sections 5.1, 10 and 13 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 shall 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.

20.10 The parties are independent contractors. This Agreement does not create or imply any agency, partnership, or franchise relationship. This Agreement is intended for the benefit of the parties and not any third-party. Neither party has the authority to assume or create any obligation on behalf of the other party.

20.11 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.

20.12 Neither the rights nor the obligations arising under these Terms are assignable or transferable by either party without the other party's prior written consent, which shall not be unreasonably withheld or delayed, and any attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, Lucid may assign this agreement (including all Orders) without the consent of the other party to a successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets in aggregate or related to your Services. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

20.13 Where Lucid has provided you with a translation of the English language version of the Terms, you agree that the translation is provided for your 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 shall take precedence.