

Terms and Conditions

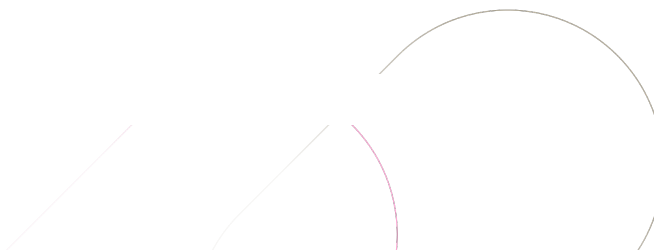
PLEASE READ THESE LUCIDLINK TERMS OF SERVICE ("AGREEMENT") CAREFULLY BEFORE USING THE SERVICES OFFERED BY LUCIDLINK CORP., a corporation incorporated under the laws of the United States of America, file number 5921484, having its official seat in the USA, State of Delaware and its principal place of business at 3500 South DuPont Highway, City of Dover, County of Kent, 19901 ("LUCIDLINK"). BY CLICKING THE "AGREE" (OR SIMILAR) BUTTON ON AN ONLINE ORDER FORM (AN "ORDER FORM") OR BY USING THE SERVICES IN ANY MANNER, YOU OR THE ORGANIZATION OR ENTITY THAT YOU REPRESENT AND ON BEHALF OF WHICH YOU ACT ("CUSTOMER"/"YOU") AGREE THAT YOU HAVE READ AND AGREE TO BE UNCONDITIONALLY BOUND BY AND TO BE A PARTY TO THESE TERMS OF SERVICE TO THE EXCLUSION OF ALL OTHER TERMS. YOU REPRESENT AND WARRANT THAT: (i) YOU HAVE REACHED THE FULL LEGAL AGE; (ii) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT; (iii) IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION OR ENTITY, YOU HAVE FULL AUTHORITY TO BIND THE ORGANIZATION OR ENTITY THAT YOU REPRESENT TO THESE TERMS OF SERVICE. REFERENCES TO "CUSTOMER" AND "YOU" IN THIS AGREEMENT, EXCEPT THIS SENTENCE, REFER TO THAT ORGANIZATION OR ENTITY. IF YOU DO NOT AGREE TO COMPLY WITH AND TO BE BOUND BY THESE TERMS OF SERVICE OR DO NOT HAVE AUTHORITY TO BIND SUCH ORGANIZATION OR ENTITY, PLEASE DO NOT ACCEPT THESE TERMS OF SERVICE OR ACCESS OR USE THE SERVICES. YOU HEREBY AGREE THAT ALL AND ANY COMMUNICATION AND DOCUMENTS BETWEEN YOU AND LUCIDLINK MAY BE EXCHANGED BY EMAIL, THROUGH LUCIDLINK'S WEBSITE OR BY OTHER ELECTRONIC MEANS. YOU HEREBY AGREE THAT LUCIDLINK WILL PROVIDE YOU WITH A CONFIRMATION FOR THE CONCLUSION OF THE PRESENT AGREEMENT IN ELECTRONIC FORM ONLY AND AGREE TO NOT REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW. IF A SEPARATE SIGNED WRITTEN AGREEMENT WITH RESPECT TO THE SERVICES EXISTS BETWEEN CUSTOMER AND LUCIDLINK, THE TERMS OF THAT SIGNED WRITTEN AGREEMENT (EXCLUDING THE PRE-PRINTED TERMS OF ANY PURCHASE ORDER, CONFIRMATION OR SIMILAR DOCUMENT, WHICH WILL HAVE NO EFFECT AND WILL NOT BE CONSIDERED AGREED TO BY LUCIDLINK) SHALL TAKE PRECEDENCE OVER THESE TERMS OF SERVICE, AND YOU ACKNOWLEDGE THAT CUSTOMER IS BOUND BY THE TERMS OF THAT SIGNED WRITTEN SERVICES AGREEMENT. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. License; Order Forms; Access to the Service

Upon clicking the "Create an account" (or similar) button, each Order Form shall be incorporated into and form a part of the Agreement. Subject to Customer's compliance with the terms and conditions of this Agreement (including, without limitation, any volume limitations ("Usage Limitations") and other restrictions set forth on the applicable Order Form). LucidLink grants to Customer and Customer accepts a non-exhaustive, revocable, non-assignable, non-transferable right and license to access and use the services and the software/APIs specified in each Order Form (collectively, the "Service," or "Services") during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with LucidLink's applicable official user documentation (the "Documentation"). The Services depend on Customer's subscription to third party services that are not owned or controlled by LucidLink (e.g. Cloudian Storage, Google Cloud or other S3 supported cloud service provider or Azure Blob Storage). LucidLink is not a party to the contractual relations between Customer and such third parties (except in case of the Services with Storage – see item 2. below). When Customer accesses such third-party services, Customer accepts that there are risks in doing so, and that LucidLink is not responsible for such risks or the availability of such third-party services. LucidLink encourages Customer to read the terms and conditions and privacy policy of each third-party service that Customer utilizes.

2. Services with Storage

Upon Customer's request, LucidLink may also provide Services with Storage, where as part of the Services LucidLink ensures the cloud storage space by using the service of a third-party cloud service provider. For the purposes of providing the Services with Storage LucidLink uses the services of Partner Storage Providers – Wasabi Technologies, Inc. or a respective affiliate of Wasabi Technologies Inc. (<https://wasabi.com>; "Wasabi") or International Business Machines Corporation or a respective affiliate of International Business Machines Corporation (ibm.com; "IBM"). The Client is able to choose a subscription option/ package based on their preferences in regard to storage and in regard to the Partner Storage Provider. When subscribing to these Services with Storage the Customer acknowledges and agrees that any service level parameters, such as availability, continuity, applicable security measures, etc. are determined by the Partner Storage Provider and are subject to the Partner Storage Provider's terms and conditions and any other relevant legal document that is determined by the Partner Storage Provider to regulate the relations with it with regard to the provision of storage services (available at wasabi.com/legal) or IBM (available at cloud.ibm.com/docs); jointly "Partner Legal Documentation"/ "PLD"). In this respect, the Customer should become acquainted with PLD before subscribing to the Services with Storage. The Customer agrees that LucidLink shall not be held liable for unavailability of the Service caused as a result of unavailability of the cloud storage of a Partner Storage Provider.



3. Support; Service Levels

LucidLink will undertake commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, LucidLink reserves the right to suspend Customer's access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to LucidLink. Subject to the terms hereof, LucidLink will provide reasonable support to Customer for the Services from Monday through Friday during LucidLink's normal business hours, excluding U.S. government holidays.

4. Free Trial

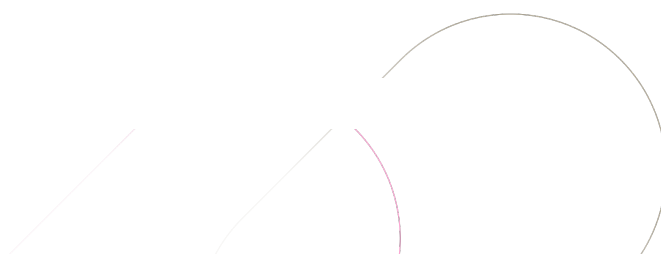
If Customer participates in a free trial as set forth on an Order Form, subject to the terms and conditions of this Agreement (including any Usage Limitations and restrictions set forth on the applicable Order Form) and during the free trial term set forth on the Order Form only ("Free Trial Term"), LucidLink will provide Customer with access to the Services free of charge but only for the purpose of Customer's internal evaluation of a paid subscription. Such free trial shall terminate upon the earlier of (a) the expiration of the Free Trial Term, (b) the commencement of a paid subscription to the Services pursuant to this Agreement, and (c) notice by either Party.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, DURING A FREE TRIAL, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

5. Service Updates and Service Changes

From time to time, LucidLink may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement. LucidLink shall have no obligation under this Agreement or otherwise to provide any such Updates. The above does not apply where the Updates are necessary to keep the Services in conformity with the Agreement as well as with other requirements for conformity that are provided by applicable law.

LucidLink will provide you with installation instructions, if necessary, and inform you of the consequences of failure to install any update, if there are such. If you fail to install updates



supplied by LucidLink within a reasonable time, LucidLink will not be liable for any lack of conformity resulting solely from the lack of the relevant update.

LucidLink may at any time introduce changes in the Services where this is necessary to maintain the Services in conformity with the Agreement and/or with any other requirements for conformity that are provided by applicable law. LucidLink may introduce changes in the Services that go beyond what is necessary to maintain the Services in conformity where: (a) this is necessary to address the development of technologies and new technical requirements; (b) the change is required due to changes in the customer behavior; (c) at LucidLink's discretion, where it has interest in making the changes and as far as this is not done to the detriment of the rights of the Customers as provided by law or by the Agreement. Customer understands that under the above LucidLink may, among others, cease supporting old versions or releases of the Services at any time in its sole discretion. Changes shall be made without additional costs to the Customer and provided that LucidLink shall make commercially reasonable efforts to give Customer sixty (60) days prior notice of any major changes, or, in all cases, shall give the Customer at least a thirty (30) days prior notice.

6. Installation, Integration, and Technical Requirements of the Services

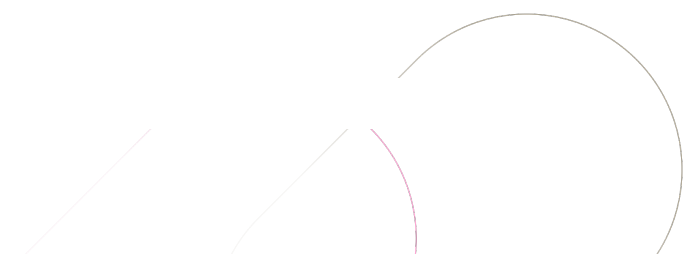
LucidLink provides the Customer with all necessary instructions, including installation instructions and integration instructions. LucidLink is not liable for any lack of conformity of the services where this is due to the failure of the Customer to implement the installation and/or integration instructions or due to incorrect installation/integration conducted by the Customer.

LucidLink provides in a clear and comprehensible manner information about technical requirements of the Services for compatibility with the digital environment of the Customer. LucidLink is not liable for any lack of conformity of the Services where this is due to such incompatibility of the digital environment of the Customer with the technical requirements of the Services. The Customer shall cooperate, to the extent reasonably possible and necessary, to ascertain whether the cause of the inconformity of the Services lays in the Customer's digital environment.

7. Consumer Rights. Right of withdrawal*

(*This section does not apply to Customers-legal entities or Customers that do not have the capacity of a consumer)

You may have the capacity of a consumer and may have specific consumer rights granted by the applicable legislation, if you are a natural person who is acting for purposes which are outside your trade, business, craft, or profession and respectively you may be subject to the





protection provided by this consumer protection legislation. The present agreement does not restrict any consumer rights that are mandatory and that cannot be derogated by means of contractual arrangements in accordance with the applicable legislation.

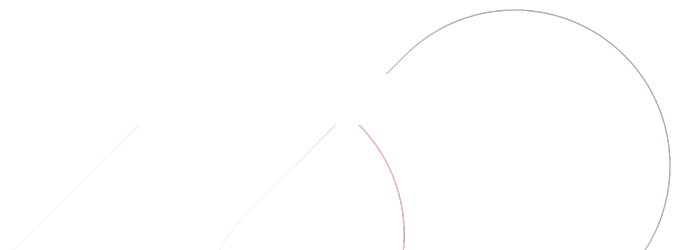
If you are a consumer under the the EU consumers protection legislation, you shall be able to use the Services for all purposes advertised by LucidLink in accordance with the description of each subscription option/ package and for the purposes for which services of the same type are normally used. For avoidance of any doubt, with the present Agreement LucidLink does not give acceptance in respect to any other purposes additional to the ones in the previous sentence.

If you are a consumer under the the EU consumers protection legislation and LucidLink fails to supply the Services in accordance with the Agreement, you may have the right to terminate the contract. If the Services are not in conformity with the Agreement and/or with any other requirements for conformity that are provided by applicable law, you may be entitled to have the Services brought into conformity, to receive a proportionate reduction in the price, or to terminate the Agreement.

In case of termination in accordance with the above you have the right to reimbursement of all or part of the sums paid under the Agreement. The consumer may have the right to request LucidLink to make available to him or her any content other than personal data, which he or she provided when using the Services. The consumer is entitled to retrieve the content free of charge, without hindrance from LucidLink, within a reasonable time and in a commonly used and machine-readable format. Despite the latter, LucidLink may still prevent any further use of the Services by the consumer.

If you are a consumer under the the EU consumers protection legislation, you are entitled, without giving any reason and without incurring any costs to withdraw from the Agreement within fourteen-(14-) days term as of its conclusion. In order to exercise your right to withdrawal, you must notify LucidLink in writing within the above fourteen-(14-) day term. For this purpose, you may use the Model Withdrawal Form (Annex I to these Terms of Service) or make in writing any other unequivocal statement setting out your decision to withdraw from the Agreement.

The performance of the Services shall commence upon the expiry of the above withdrawal term. If you wish the performance of the Services to commence before the expiry of the fourteen-(14-) days term for withdrawal, you must make an express request for such commencement by indicating so in the Order Form. The request made in such a way shall be considered as made on durable medium as required by the EU consumer protection legislation.



If you have requested the performance of the Service to begin before the expiry of the withdrawal term when exercising the right of withdrawal under this section 7, you will be entitled to a proportional refund of the subscription fees paid (if any) equal to the unused subscription period for the Services calculated at the time of notifying LucidLink for the withdrawal.

If you are a consumer under the EU consumers protection legislation and there is a dispute between you and us, you may be entitled to use alternative dispute resolution (ADR) procedures by contacting an ADR entity. LucidLink is neither committed nor obliged to participate in such procedures.

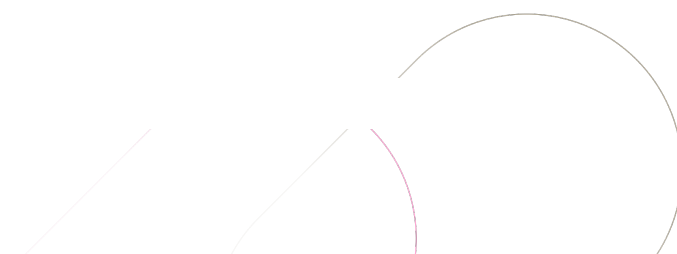
8. Ownership; Feedback

As between the parties, LucidLink retains all right, title, and interest in and to the Services, and all software, APIs, products, works, Documentation and other intellectual property and moral rights related thereto or created, used, or provided by LucidLink for the purposes of this Agreement, including any copies and derivative works of the foregoing. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may from time to time provide suggestions, comments or other feedback to LucidLink with respect to the Service ("Feedback"). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for LucidLink notwithstanding anything else. Customer shall, and hereby does, grant to LucidLink a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair LucidLink's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

9. Fees; Payment

Payment for Services. The Services are subject to payment as set forth on the Order Form. Any payment terms presented to Customer in the process of using or signing up for the Services are deemed part of this Agreement.

Billing. LucidLink uses third-party payment processors (each a, "Payment Processor") to bill Customer through a payment account linked to Customer's account on the Services (the "Billing Account") for use of the Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. Customer shall read the terms and conditions and privacy policies and all the other relevant documents of the Payment Processors. LucidLink is not responsible for error by the Payment



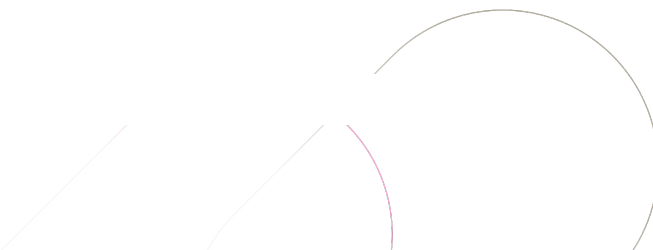
Processor. By choosing to use the Services, Customer agrees to pay LucidLink, through the Payment Processor, all charges at the prices then in effect for any use of such Services in accordance with the applicable payment terms and Customer authorizes LucidLink, through the Payment Processor, to charge Customer's chosen payment provider (the "Payment Method"). Customer agrees to make payment using that selected Payment Method. LucidLink reserves the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.

Payment Method. The terms of Customer's payment will be based on its Payment Method and may be determined by agreements between Customer and the financial institution, credit card issuer or other provider of its chosen Payment Method. If LucidLink, through the Payment Processor, does not receive payment from Customer, Customer agrees to pay all amounts due on its Billing Account upon demand.

Auto-Renewal for Services. The Services are subject to auto-renewal and will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. If Customer terminates a Service, Customer may use its subscription until the end of its then-current term and, if Customer cancels the applicable Service no later than [fifteen (15) days] prior to the end of the recurring term, its subscription will not be renewed after its then-current term expires. However, Customer will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. For clarity, if Customer does not want to continue to be charged on a recurring monthly basis, Customer must cancel the applicable Service or terminate Customer's LucidLink account no later than [fifteen (15) days] prior to the end of the recurring term.

Current Information Required. CUSTOMER MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR ITS BILLING ACCOUNT. CUSTOMER MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP ITS BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND CUSTOMER MUST PROMPTLY NOTIFY LUCIDLINK OR LUCIDLINK'S PAYMENT PROCESSOR IF CUSTOMER'S PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF CUSTOMER BECOMES AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF CUSTOMER'S USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS. IF CUSTOMER FAILS TO PROVIDE ANY OF THE FOREGOING INFORMATION, CUSTOMER AGREES THAT LUCIDLINK MAY CONTINUE CHARGING CUSTOMER FOR ANY USE OF SERVICES UNDER ITS BILLING ACCOUNT UNLESS IT HAS TERMINATED ITS SERVICES AS SET FORTH ABOVE.

Change in Amount Authorized. LucidLink reserves the right to change the amount it charges for the Services. If the amount to be charged to Customer's Billing Account varies from the amount



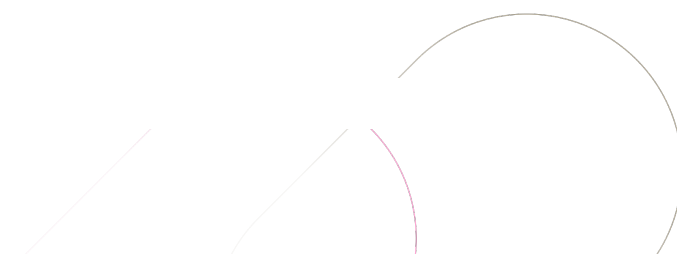
Customer preauthorized (other than due to the imposition or change in the amount of state sales taxes), Customer has the right to receive, and LucidLink shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. In such a case, if Customer does not agree to pay the changed amount for the Services, Customer has the right to terminate the Agreement without any additional costs before the scheduled date of the transaction. If no notice of termination has been sent before the scheduled date of transaction, it is deemed that Customer agrees with the changed amount and will continue to be bound by the terms of the Agreement.

Any agreement Customer has with its payment provider will govern Customer's use of its Payment Method. Customer agrees that LucidLink may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle. Note that if Customer use of the Services exceeds the Usage Limitation set forth on the Order Form, and LucidLink provides such Service, LucidLink reserves the right to charge additional fees.

Reaffirmation of Authorization. Customer's non-termination or continued use of a Service reaffirms that LucidLink is authorized to charge the Payment Method for that Service. LucidLink may submit those charges for payment and Customer will be responsible for such charges. This does not waive LucidLink's right to seek payment directly from Customer. Customer's charges may be payable in advance, in arrears, per usage, or as otherwise described when Customer initially selected to use the Service.

10. Restrictions

Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any LucidLink product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures LucidLink may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (i) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data protection and privacy, international communications, export laws and the transmission of



technical or personal data laws), and (ii) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

11. Confidentiality; Customer Data; Publicity

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party).

The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order. The Receiving Party shall give the Disclosing Party reasonable prior notice of such disclosure to contest such order as far as giving such notice is not prohibited by the applicable law.

The collection and processing of personal data by LucidLink as data controller in relation to the Service provision is subject to LucidLink's Privacy Policy. The Privacy Policy is an integral part of the present Terms of Service and is available at [<https://lucidlink.com/privacy>]. Customer understands that through its use of the Service and/or by clicking " Create an account" (or similar button) Customer declares that it is informed with the content of the Privacy Policy and the way LucidLink processes personal data as data controller.

For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. For the avoidance of any doubt, the term "Customer Data" does not relate to any information which the Parties exchange in the course of the negotiation, conclusion, change or termination of this Agreement (e.g. information provided in the course of creating an account, filing order forms, billing details, etc.), including any instructions, requests, support reports and other similar submitted by Customer to LucidLink in relation to the performance of the Agreement. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not LucidLink, shall have sole



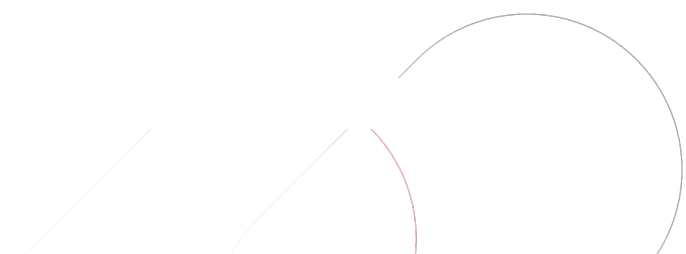
responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. LucidLink shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. LucidLink will use commercially reasonable efforts to prevent unauthorized access to Customer Data or the unauthorized use of Customer's account to the Service. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. Notwithstanding anything to the contrary, Customer acknowledges and agrees that LucidLink may process the Customer Data for the purposes of providing the Services and any support or consultation services to Customer as stipulated in the DPA, Annex II to the present Terms of Service. Notwithstanding anything else, LucidLink is permitted to disclose (including through display of Customer's logo) that Customer is one of its customers (including in its publicity and marketing materials).

The nature of the Service and the way technology of the Service functions is based on a strong end-to-end, full system encryption where all the Customer Data is encrypted on the Customer end-devices, on the Customer's storage space (including on the storage space when using the Service with Storage under item 2 of these Terms of Service) and remains encrypted in transit and at rest and only Customer is in possession of the encryption keys. In order to use the Service, Customer needs to create in its account a password for encrypting/ decrypting and activation of the encryption keys that encrypt Customer Data. Only Customer has access to this password (Key Secret). The nature of the Service does not allow to LucidLink or any third-party cloud service provider to access the Key Secret and in case of loss, LucidLink is unable to restore Customer's Key Secret. By the acceptance of the present Terms of Service Customer is informed therewith and agrees to take the diligent care to preserve its Key Secret and acknowledges that LucidLink shall not be liable for any impossibility of Customer to decrypt and further process and use Customer Data in case of loss of Customer's Key Secret.

If the Customer Data contains personal data under the meaning of the European data protection legislation, the relations between LucidLink and Customer related to the processing of this information by LucidLink in the context of the provision of the Service are regulated by the DPA, Annex II to the present Terms of Service.

12. Term; Termination

This Agreement shall be concluded upon the acceptance by LucidLink of the first Order Form. LucidLink shall accept the Order Form or refuse it within fourteen-(14-) day term upon its receipt and respectively to inform the Customer in writing for that by sending notification to the email for contact specified in the Order Form. Only Order Forms that are accepted by LucidLink shall be considered binding for LucidLink and shall constitute part of the Agreement. The lack of confirmation of the acceptance by LucidLink of the Order Form within the specified term shall be considered as a refusal. The performance of the Agreement shall commence upon the



effective date set forth in the first Order Form, and, shall last until the expiration of all Order Form Terms. For each Order Form, the "Order Form Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial term specified on the Order Form (the "Initial Order Form Term"), and (y) following the Initial Order Form Term, shall automatically renew as set forth in Section 9 (each, a "Renewal Order Form Term") unless Customer terminates this Agreement as set forth in Section 9 or LucidLink notifies Customer on its intention not to renew no later than fifteen (15) days prior to the expiration of the Initial Order Form Term or then-current Renewal Order Form Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within fifteen (15) days of receipt of such notice. Without limiting the foregoing, LucidLink may suspend or limit Customer's access to or use of the Service if (i) Customer's account is past due (i.e. Customer has failed to timely pay to LucidLink the due fees for using the Services), or (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with Lucid Link's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) LucidLink shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, LucidLink shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) if Customer remediates the issue and provides notice thereof, LucidLink will use reasonable efforts to reinstate Customer's use of or access to the Service, as applicable, within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

13. Indemnification

Customer will indemnify and hold harmless LucidLink, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses from a third party claim arising from or relating to Customer's access to the Services, Customer's use of the Services, Customer's violation of this Agreement, or the infringement by Customer or any third party using Customer's account of any intellectual property or other right of any third party.

14. Disclaimer

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT,

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

15. Limitation of Liability

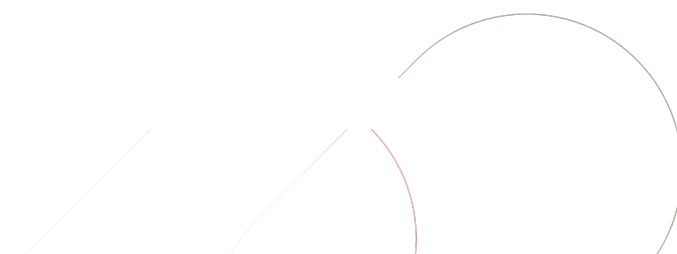
IN NO EVENT SHALL LUCIDLINK, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO LUCIDLINK HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER, EVEN IF LUCIDLINK, ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS HAVE BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE.

CUSTOMER HEREBY AGREES THAT THE USE OF THE SERVICE WILL BE ENTIRELY AT CUSTOMER'S RISK AND LIABILITY.

THE ABOVE LIMITATIONS OF LIABILITY SHALL APPLY TO THE EXTENT THAT THEY ARE NOT EXPLICITLY PROHIBITED BY LAW. FOR THE AVOIDANCE OF ANY DOUBT, IF THE LAW DOES NOT PERMIT LIMITATION OF LIABILITY IN CASES OF MALICE AND/OR GROSS NEGLIGENCE, THE LIABILITY OF LUCIDLINK, ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS SHALL BE LIMITED TO THE DEGREE PERMITTED BY THE APPLICABLE LAW.

16. Miscellaneous

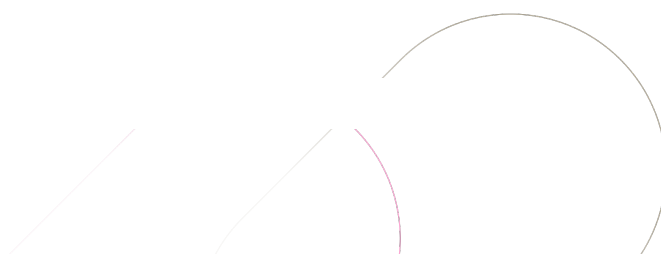
This Agreement represents the entire agreement between Customer and LucidLink with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and LucidLink with respect thereto. This Agreement is governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof. The United Nations Convention on Contracts for the International Sales of Goods shall not apply to this Agreement. If Customer is a consumer, the choice of law does not deprive him/her of the protection afforded to him/her by provisions that cannot be derogated from by agreement by virtue of the law of the country where he/she has habitual residence. Any dispute arising from or relating to



the subject matter of this Agreement shall be finally settled in San Francisco, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in San Francisco County, California. Any arbitration under this Agreement will take place on an individual basis: class arbitrations and class actions are not permitted. CUSTOMER UNDERSTANDS AND AGREES THAT BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND LUCIDLINK ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. If Customer is a consumer under the meaning of the EU consumer protection legislation, has habitual residence in EU Member State and under this Member State law consumer disputes are non-arbitrable (i.e. cannot be resolved by arbitration), the parties are entitled to refer any dispute arising from or relating to the subject matter of this Agreement also to the competent state courts according the laws of the country where Customer has habitual residence. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, this Agreement may be amended only by a writing executed by both parties. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes, lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business or assets relating to this Agreement, and (ii) LucidLink may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover reasonable litigation/arbitration costs and attorneys'



fees. No clause in this Agreement derogates the applicable mandatory provisions of law (i.e. consumers protection rules) and in case of any contradiction to such provisions, the respective legal provision shall apply to the extent necessary to comply with the applicable legislation. If any provision of this Agreement is held to be void or unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This shall have no effect on the other provisions hereof. The invalid clause will be replaced by the mandatory rules of the law or by the established practice. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches. The written form shall be considered accomplished with sending an e-mail, clicking on a virtual button in web page, clicking on a check-box in the Site or others similar actions, as far as the statement is technically stored in a way that allows it to be reproduced. LucidLink reserves the right to amend these Terms and Conditions. LucidLink will notify the Customer via e-mail of any amendment and will provide a 30-day period during which the Customer may reject the amended Terms and Conditions. The amendments come into force as of the end of the 30-day period. In case the Customer rejects them, the Agreement will be terminated as of the date the amendments come into force. In case such termination happens before the end of the subscription term of the Customer, the Customer may be eligible for a prorated refund of portion of the subscription fee paid for the subscription term.





Annex I – Model Withdrawal Form

To LUCIDLINK CORP., a corporation incorporated under the laws of the United States of America, file number 5921484, having its official seat in the USA, State of Delaware and its principal place of business at 3500 South DuPont Highway, City of Dover, County of Kent, 19901, e-mail address support@lucidlink.com

I/We hereby give notice that I/We withdraw from my/our contract of sale of the following goods for the provision of the following service

Ordered on -- / -- / ---- or received on -- / -- / ----

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date:

