



LUCID MEETINGS CUSTOMER TERMS OF SERVICE

Last Modified: November 1, 2015

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

Lucid Meetings is a service of Second Rise, LLC.

This is a contract between you (the Customer) and us (Lucid Meetings). It describes the services we will provide to you, how we will work together, and other aspects of our business relationship. By using the Subscription Service or receiving the Consulting Services, you are agreeing to these terms.

We periodically update these terms and we will let you know when we do by, for example, sending an email to the contact you designate in the applicable Order, posting on our blog, or through your Lucid Meetings account. You can find archived versions of the terms here.

We have several different services, and there are some provisions that apply only to specific services. The 'General Terms' apply to all of our services, except as we explain in the 'Service Terms,' which apply to the specific services identified. Please carefully review the 'Service Terms,' as this section will control if there's any conflict between the 'General Terms' and the 'Service Terms.'

GENERAL TERMS

1. Definitions

"Agreement" means these Customer Terms of Service and all materials referred or linked to here.

"Billable Users" means those types of Users (defined below) for which we charge you fees as defined in your Order and set forth at lucidmeetings.com/pricing.

"Billing Period" means the period for which you agree to pay fees on your Order Form, and is the same as or shorter than the Subscription Term. For example, if you subscribe to the Subscription Service for a one (1) year Initial Subscription Term, with a twelve (12) month upfront payment, the Billing Period is twelve (12) months. Conversely, if you chose the monthly billing option, the Billing Period is one (1) month.



“Confidential Information” means all information provided by you or us (“Discloser”) to the other (“Receiver”), whether orally or in writing, that is designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser or (ii) was known to the Receiver before receipt from the Discloser.

“Consulting Services” means the professional services provided to you by us, which may include training services, configuration, integration, or other consulting services.

“Licensors” are entities or individuals with whom we have contracted for use of their service and that service is fully integrated into the Subscription Service such that you do not see or experience it as separate from the Subscription Service. A service owned by a Licensor is a Third-Party Service, but not all Third-Party Services belong to Licensors.

“Lucid Meetings”, “we”, “us” or “our” means Lucid Meetings, a DBA of Second Rise, LLC.

“Lucid Meetings Content” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services.

“Maximum Users” means the maximum number of Billable Users you are permitted to use with the Subscription Service as identified in your Order Form.

“Meeting Room” means a dedicated project or team space within the Subscription Service that is intended for use by one group running private meetings.

“Order Form” or “Order” means the Lucid Meetings-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services. The purchase form may be referred to as a “Statement of Work” if you are purchasing only Consulting Services. An “Order” also includes any applicable Service or Support and Maintenance renewal, or purchases you make to increase or upgrade your Scope of Use.

“Sensitive Information” means credit or debit card numbers; personal financial account information; Social Security numbers; passport numbers; driver’s license numbers or similar identifiers; racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information, including any information subject to regulations, laws or industry standards designed to protect data privacy and security, such as the Health Insurance Portability and Accountability Act and the Payment Card Industry Data Security Standards.



"Subscription Fee" means the amount you pay for access to the Subscription Service.

"Subscription Service" means our web-based meeting and meeting management software, tools and platform that you have subscribed to by an Order Form or that we otherwise make available to you, and is developed, operated, and maintained by us, accessible via lucidmeetings.com or another designated URL, as well as any ancillary services that we provide to you.

"Subscription Term" means the Initial Subscription Term and all Renewal Subscription Terms.

"Telecommunication Services" means third-party screen sharing, telephone, web, and video conferencing communication services linked to or embedded in the Subscription Service that enable audio and video communication during a meeting. Use of some Telecommunication Services may incur additional fees.

"Third-Party Services" means services that are provided by third parties and which interoperate with or are used in connection with the Subscription Service. These services include non-Lucid Meetings technologies available from, for example, the following: our integrations page, partner directory, template marketplace, and links made available through the Subscription Service.

"Third-Party Sites" means third-party websites linked from within the Subscription Service.

"Users" means you, your affiliates, employees, representatives, consultants, contractors, agents, customers, or other third parties who are acting for your benefit or on your behalf and have unique user identifications and passwords for the Subscription Service.

"You", "your" or "Customer" means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable billing statement, online subscription process, Order Form or Statement of Work as the customer.

"Your Data" means all data, content, images or other materials of any type that you provide or post, upload, input or submit for use within the Subscription Service.

2. The Subscription Service

- a. **Orders:** Your Order will specify your authorized scope of use for the Service, the type of user constituting a Billable User, and the expected payment schedule for all Subscription Fees.



- b. **Access.** During the Subscription Term, we will provide you access to use the Subscription Service as described in this Agreement.
- c. **Limits.** Limits may apply to the number of Meeting Rooms, Billable Users, data storage or capacity, Telecommunication Services or other restrictions or billable units, as applicable. Any limits will be specified either in your Order Form or this Agreement.
- d. **Modifications.** We may modify the Subscription Service from time to time, which may include adding or deleting features and functions, in an effort to improve your experience. We will not make changes to the Subscription Service that materially reduces the core functionality of the Subscription Service provided to you during the Subscription Term. We may provide some or all elements of the Subscription Service through third party service providers.
- e. **Additional Features.** You may subscribe to additional features of the Subscription Service by submitting and agreeing to a new Order Form.

3. Consulting Services

You may purchase Consulting Services through an Order Form or Statement of Work. Fees for these Consulting Services are in addition to your Subscription Fee. If you purchase Consulting Services that recur, they will be considered part of your subscription and will renew in accordance with the 'Renewal Subscription Term' section below. Unless otherwise explicitly indicated on the Order, all Consulting Services are performed remotely.

For Consulting Services performed on-site, you will reimburse us our reasonable cost for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.

Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

4. Fees and Payments

- a. **Fees and Payment.** You are responsible for all fees associated with your use of the Subscription Service, including fees for any Consulting Services, Telecommunication Services, and other services or offerings you may order from us. All fees are due and payable as set forth in your invoice and, unless otherwise agreed in writing, payments are due no later than thirty (30) days from the date of the invoice. You agree to notify us



of any fee dispute within fifteen (15) days of the invoice date. You agree to work with us in good faith to promptly resolve any dispute and pay the resulting fees within fifteen (15) days following resolution of the dispute. When applicable, you authorize us to charge your credit card or bank account for all fees and expenses in your invoice or in accordance with your Order. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party. We are not responsible for any overdraft or other charges that may arise as a result of processing payment. We reserve the right to update our prices and will notify you of any change in our prices by posting on our blog, through your Lucid Meetings account, or in the Service itself. Price changes will be effective as of the next Billing Period following the change.

- b. **Payment Information.** You agree to keep your contact information, billing information and credit card information (where applicable) up to date. You may make changes on your Billing Page within your Lucid Meetings account. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement.
- c. **Sales Tax.** All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. You shall have no liability for any taxes based upon our gross revenues or net income. If you are located in the European Union, all fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state. At our request, you will provide us with the VAT registration number under which you are registered in your member state. If you are subject to GST, all fees are exclusive of GST. If you are required to deduct or withhold any tax, you must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.

5. Subscription Term and Renewal

The Subscription Services are provided for a set term specified in your Order (“Subscription Term”). Except as otherwise specified in your Order, all subscriptions will automatically renew for periods equal to your initial Subscription Term (and you will be charged at the then-current rates) unless you cancel your subscription. If you cancel, your subscription will terminate at the end of then-current Billing Period, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.

6. Termination, Suspension and Expiration

- a. **Termination for Cause.** This Agreement is in effect for as long as you have a valid Subscription Term, unless sooner terminated as permitted in this Agreement. Either party may terminate this Agreement before the expiration of the Term if the other party materially breaches any of the terms of this Agreement and does not cure the breach within thirty (30) days after written notice of the breach. Either party may also terminate the Agreement before the expiration of the Term if the other party ceases to operate, declares bankruptcy, or becomes insolvent or otherwise unable to meet its financial obligations. You may terminate this Agreement at any time with notice to Lucid Meetings, but you will not be entitled to any credits or refunds as a result of convenience termination for prepaid but unused Subscription Services.
- b. **Suspension for Prohibited Acts.** We may suspend any User's access to the Subscription Service for: (i) use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement, (ii) use of the Lucid Meetings email invitation sending service that results in excessive bounce-backs, SPAM notices or requests for removal from a mailing list by recipients, or (iii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.
- c. **Suspension for Non-Payment.** We may suspend your access to all or any part of the Subscription Service upon ten (10) days' notice to you of non-payment of any amount past due. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If the Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.
- d. **Suspension for Present Harm.** If your use of the Subscription Service: (i) is being subjected to denial of service attacks or other disruptive activity, (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Subscription Service or others, (iv) is consuming excessive bandwidth, or (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service. We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service.
- e. **Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and Lucid Meetings Content. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused



fees covering use of the Subscription Service after termination. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

- f. **Retrieval of Your Data.** As long as you have paid all fees owed to us, if you make a written request within thirty (30) days after termination or expiration of your Subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Your Data then in our possession or control. We may withhold access to Your Data until you pay any fees owed to us. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide Your Data and may, unless legally prohibited, delete all Your Data in our systems or otherwise in our control.

7. Lucid Meetings's Proprietary Rights

This is an Agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service and Consulting Services are protected by intellectual property laws. The Subscription Service and Consulting Services belong to and are the property of us or our licensors (if any). We retain all ownership rights in the Subscription Service and Consulting Services. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Lucid Meetings Content, the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us. Lucid Meetings, the Lucid Meetings logos, and other marks that we use from time to time are protected trademarks. You may not use any of these without our prior written permission.

We encourage all customers to comment on the Subscription Service or Consulting Services and provide suggestions for improving it. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment or attribution to you.

8. Customer's Proprietary Rights

As between the parties, you own and retain all rights to the Your Data. This Agreement does not grant us any ownership rights to Your Data. Subject to the terms of this Agreement, you grant to Lucid Meetings a non-exclusive, worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify and create derivative works of the Your Data, in each case solely to the extent necessary to provide the Subscription Services to you; and (b) access your account or Your Data in order to respond to your support requests.

9. Confidentiality

The Receiver will: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, (ii) not use any Confidential Information for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party (except our third party service providers), and (iv) limit access to Confidential Information to its employees, contractors, advisors and agents. Upon notice to the Discloser, the Receiver may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

10. Publicity

We may identify you as a Lucid Meetings customer in our promotional materials. You may request that we stop doing so by submitting an email to support@lucidmeetings.com at any time. Please note that it may take us up to 30 days to process your request.

11. Your Data

- a. **Limits on Lucid Meetings.** We will not use, or allow anyone else to use, Your Data to contact any individual or company except as you direct or otherwise permit. We will use Your Data only in order to provide the Subscription Service and Consulting Services to you and only as permitted by applicable law, this Agreement, and our Privacy Policy, located at lucidmeetings.com/legal/privacy. We will not use Your Data for our own marketing purposes.
- b. **Aggregate Data.** We may monitor use of the Subscription Service by all of our customers and use the data gathered in an aggregate and anonymous manner. You agree that we may use and publish such information, provided that such information does not incorporate any of Your Data and/or identify you.
- c. **Safeguards.** We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Your Data. You consent to the processing of Your Data in the United States. You acknowledge that in all cases that Lucid Meetings acts as the processor of Your Data and you remain controller of Your Data for applicable European Union data protection regulations.
- d. **No Sensitive Information.** YOU AGREE NOT TO USE THE SUBSCRIPTION SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. WE WILL NOT HAVE ANY



LIABILITY THAT MAY RESULT FROM YOUR USE OF THE SUBSCRIPTION SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION.

12. Use and Limitations of Use

- a. **Acceptable Use.** You will comply with our Acceptable Use Policy at lucidmeetings.com/legal/acceptable-use ("AUP").
- b. **Prohibited and Unauthorized Use.** You will not (i) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser; (ii) use the Subscription Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service; (iii) attempt to gain unauthorized access to the Subscription Service; (iv) access the Subscription Service other than through our interface; or (v) use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

13. Third-Party Sites and Services

Third-Party Sites and Services are not under our control. Third-Party Sites and Services are provided to you only as a convenience, and the availability of any Third-Party Site or Service, such as through the Integrations or Template Gallery sections of the service, does not mean we endorse, support or warranty the Third-Party Site or Service.

14. Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) unauthorized or illegal use of the Subscription Service by you; (b) your noncompliance with or breach of this Agreement, (c) your use of Third-Party Services, or (d) the unauthorized use of the Subscription Service by any other person using your User information. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you primary control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

15. Disclaimers; Limitations of Liability

- a. **Disclaimer of Warranties.** WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICE, DATA MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, LUCID MEETINGS CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE, LUCID MEETINGS CONTENT AND CONSULTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE SUBSCRIPTION SERVICE, AND THE CONSULTING SERVICES INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- b. **No Indirect Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.
- c. **Limitation of Liability.** EXCEPT FOR LIABILITY FOR PAYMENT OF FEES, LIABILITY ARISING FROM YOUR INDEMNITY OBLIGATIONS, AND LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF EITHER PARTY IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY WILL BE LIMITED TO THE LESSER OF FIVE THOUSAND DOLLARS OR THE TOTAL AMOUNTS YOU HAVE ACTUALLY PAID FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.
- d. **Third Party Services.** WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. THIS AGREEMENT DOES NOT, AND IS NOT INTENDED TO, CREATE LIABILITY OF ANY KIND FOR OUR LICENSORS.

16. General

- a. **Amendment; No Waiver.** We may update and change any part or all of these Customer Terms of Service, including the fees and charges associated with the use of the Subscription Service. If we update or change these Customer Terms of Service, the



updated Customer Terms of Service will be posted at lucidmeetings.com/legal/terms and we will let you know via email to the contact you designate in the applicable Order, by posting on our blog, or through your Lucid Meetings account. The updated Customer Terms of Service will become effective and binding on the next business day after it is posted. When we change these Customer Terms of Service, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review these Customer Terms of Service periodically.

If you do not agree with a modification to the Customer Terms of Service, you must notify us in writing within thirty (30) days after receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Customer Terms of Service published by us on our website will apply.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

- b. **Governing Law and Dispute Resolution.** The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Oregon without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute through direct negotiation. It is our intent to resolve any disputes through negotiation to avoid harming relationships and unnecessary legal fees. However, if we are unable to resolve the dispute with you within 90 days from the date that either party notifies the other that such negotiations should begin, either party may commence binding arbitration held in Portland, Oregon before a single neutral authority under the auspices of the Arbitration Service of Portland Inc. or other arbitral body mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration shall be entitled to recover its attorneys' fees and costs. The parties agree that any legal action related to the terms of this Agreement will be adjudicated in Multnomah County, Oregon.
- c. **Force Majeure.** Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.



- d. **Actions Permitted.** Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.
- e. **Relationship of the Parties.** You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.
- f. **Compliance with Laws.** We will comply with all U.S. state and federal laws in our provision of the Subscription Service, the Consulting Services and our processing of Your Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use of the Subscription Service and Consulting Services, including any applicable export laws. You must comply with all laws related to the recording of phone calls and ensure all proper consent to record is obtained prior to making any such recording. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals.
- g. **Severability.** If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.
- h. **Notices.** Notice will be sent to the contact address set forth herein, and will be deemed delivered as of the date of actual receipt.

To Lucid Meetings, 1800 SW First Street, Suite 606, Portland, OR 97201, U.S.A.,
Attention: General Counsel.

To you: your address as provided in our Lucid Meetings Subscription account information for you. We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your email address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information current.

- i. **Entire Agreement.** This Agreement (including each Order Form and Statement of Work), along with our Privacy Policy and AUP, is the entire agreement between us for the Subscription Service and Consulting Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.
- j. **Assignment.** You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, without our prior written consent, which will not be unreasonably withheld. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.
- k. **No Third Party Beneficiaries.** With the exception of 15.d, nothing in this Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- l. **Contract for Services.** This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.
- m. **Authority.** Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.
- n. **Survival.** The following sections in the 'General Terms' shall survive the expiration or termination of this Agreement: 'Definitions', 'Fees and Payments', 'Lucid Meetings's Proprietary Rights', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity',



'Indemnification', 'Disclaimers; Limitations of Liability', 'Termination, Suspension and Expiration', and 'General'.

- o. **Precedence.** In the event of a conflict between the terms of this Agreement and an Order Form or Statement of Work, the terms of the Order Form or Statement of Work shall control, but only as to that Order Form or Statement of Work.

Service Specific Terms

Free Services

If you do not pay a Subscription Fee to us and you utilize only our Free Services (services or features made available by us to you on an unpaid trial or free basis), then the following additional terms apply. In the event of a conflict between the terms set forth in any of the sections above and the terms set forth in this 'Free Services' section, the terms in this 'Free Services' section will control with respect to your use of the Free Services.

- a. **Free Services.** If you use our Free Services, we will make the Free Services available to you free of charge until earlier of (a) the date on which your free subscription is terminated or (b) the start date of your paid subscription. If you register for a trial of the Free Services, we will make the Free Services available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period (if not earlier terminated) or (b) the start date of your paid subscription. If we include additional terms and conditions on the trial registration web page, those will apply as well. Unless you purchase a subscription to the applicable Free Services before the end of the free trial, all of your data in the Subscription Service may be permanently deleted at the end of the trial, and we will not recover it.
- b. **Confidentiality.** Our obligations as set forth in the 'Confidentiality' section in the 'General Terms' do not apply to use of the Free Services. Your obligations as set forth in the 'Confidentiality' section in the 'General Terms' do apply.
- c. **Disclaimers; Limitations of Liability.** WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE FREE SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE FREE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE



FREE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LUCID MEETINGS BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, LUCID MEETINGS IS DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT LUCID MEETINGS'S AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED DOLLARS. WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT. YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE FREE SERVICES TO YOU.

This 'Disclaimers; Limitations of Liability' section shall apply in lieu of the 'Disclaimers; Limitations of Liability' section in the 'General Terms'.

- d. **Suspension.** We may suspend, limit, or terminate the Free Services for any reason at any time without notice.

Alpha/Beta Services

If you are given alpha or beta access to any features of the Subscription Service, the following additional terms apply. In the event of a conflict between the terms set forth in the 'General Terms' and the terms set forth in this 'Alpha/Beta Services' section, the terms in this 'Alpha/Beta Services' section will control with respect to your use of Alpha/Beta Services.

- a. **Alpha/Beta Services.** If we make alpha or beta access to some or all of the Subscription Service (the "Alpha/Beta Services") available to you (i) the Alpha/Beta Services are provided "as is" and without warranty of any kind, (ii) we may suspend, limit, or terminate the Alpha/Beta Services for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind related to your use of the Alpha/Beta Services. If we inform you of additional terms and conditions that apply to your use of the Alpha/Beta Services, those will apply as well. We may require your participation be confidential, and we may also require you to provide feedback to us about your use of the Alpha/Beta Services. You agree that we own all rights to use and incorporate your feedback into our services and services, without payment or attribution to you.