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## TERMS OF SERVICE

### Introduction

Lucid Software Inc. (“**Lucid**” “**we**” “**us**” or “**our**”), located at 10355 S. Jordan Gateway, Suite 150, South Jordan, UT 84095, United States, makes its productivity, collaboration, and data visualization tools available online, including via a mobile application, as subscription services (each, a “**Subscription Service**”) as well as implementation, consulting, configuration, integration, training, advisory, development, and other professional services (“**Professional Services**” and collectively with the Subscription Services, Support (as defined below) and any other services described on an Order, the “**Services**”). Our marketing websites, including [www.lucidchart.com](http://www.lucidchart.com), [www.lucidspark.com](http://www.lucidspark.com), [lucid.co](http://lucid.co), [lucidchart.zendesk.com](http://lucidchart.zendesk.com), [lucidco.zendesk.com](http://lucidco.zendesk.com), [lucidspark.zendesk.com](http://lucidspark.zendesk.com), [lucidspark.com/blog](http://lucidspark.com/blog) and [lucidchart.com/blog](http://lucidchart.com/blog) are referred to herein as the “**Websites**”.

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

### 1. Your Relationship with Lucid

- 1.1. Types of Users. Lucid has three different types of end users: (a) “**Site Visitors**”, who are Users of the Websites; (b) “**Free Users**” who are Users on a free or trial version of the Services; and (c) “**Subscribers**”, who are Users who are part of a paid subscription plan (collectively, the “**User(s)**” or “**you**” for the purposes of these Terms. While Free Users can access and use the Services, they have access to a more limited set of features and functionality than Subscribers. Additionally, the features and functionalities available to Subscribers are determined by the subscription tier.
- 1.2. Affiliates. If you are an entity purchasing a Multi-User Plan, your affiliates may use the Services purchased by you as Users on your account. Alternatively, your affiliate may enter into its own Order(s) as mutually agreed with Lucid, which will create a separate agreement between the affiliate and Lucid that incorporates these Terms.

**Regardless of what type of User you are, you agree that these Terms create a legally binding agreement between you and Lucid and govern your use of the Services and Websites.**

### 2. Accepting the Terms

- 2.1. Acknowledge these Terms. You acknowledge and agree that you have read, understand, and agree to be bound by these Terms by (a) reserved, (b) accessing or using a Service or Websites, or (c) executing or making payment based on an ordering document, statement of work, or invoice (each, an “**Order**”) that references these Terms.
- 2.2. Authority. 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 accessing a Service through your account will be referred to as a “**User**”; (b) you represent and warrant that you have the authority to bind the organization; and (c) you understand and agree that the organization is bound by and responsible for ensuring that each of its Users comply with these Terms.

- 2.3. Prohibited Users. If you are barred from receiving the Services under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Services, you may not use the Services and not accept the Terms. If you represent a Multi-User Plan (defined below), you will ensure that: (a) your Users do not use a Services in violation of any export restriction or embargo by the United States; and (b) you do not provide access to any Service to persons or entities on any restricted lists.
- 2.4. Age Requirement for Users. If you are under 18 years old, you may not create a Lucid account or use the Services unless you have received access to the Services through your School (defined below).

### 3. The Services Provided by Lucid

- 3.1. Subscription Services. You and each User may access and use the applicable Subscription Service during the Subscription Term solely for your internal business operations, subject to payment of the applicable fees and the requirements of these Terms and the applicable Order. Your use of Lucid's AI products, features, and functionality are subject to [Lucid's AI Terms](#). You may purchase additional Subscription Services or add paid Users during the applicable Subscription Term at your then-current price; related fees will be prorated for the remainder of the applicable Subscription Term. The Subscription Services include the features and functionality applicable to the version selected. Available subscription plans and details of those plans may change over time but will not be materially degraded mid-Subscription Term. "**Subscription Term**" means the period of time beginning on the first start date and concluding on the last end date listed in an Order.
- 3.2. **Subscription Renewal**. **If you are a Subscriber, you are enrolling in a recurring payment plan. After each Subscription Term, your Subscription Service may be renewed at your then current number of subscriptions for the same period of time (e.g., 12 months if you chose an annual plan) by executing a written order. You authorize Lucid to invoice you or charge the designated payment method at the start of each new Subscription Term for the quantity and price then in effect for your paid account. An account owner or admin may review and make changes to subscription levels, number of Users, and Subscription Term on the Account Settings page at any time.**
- 3.3. Professional Services. Lucid may provide Professional Services as described in, and subject to payment of the fees specified in, an Order in accordance with the GSA Schedule Pricelist. Any material changes requested or required to be made to the Order will require a change order agreed to and signed by the parties. Lucid hereby grants you the right to access and use the deliverables identified in an Order for Professional Services ("**Deliverables**") solely for your internal business purposes and in accordance with these Terms. Descriptions of what is included in Lucid's standard Professional Services offerings are available at <https://lucid.co/product-service-descriptions>.
- 3.4. Free and Beta Services. If you or a User receive any Services received free of charge or Services released as beta, pilot, limited release, non-production or evaluation ("**Beta Features**"), you acknowledge and accept that such Services are provided "AS-IS" without any representations, warranties, support, maintenance or other obligation of any kind. Unless otherwise agreed in an Order, Lucid may terminate your access to, or use of, a free Service or a Beta Feature at any time. In addition, Beta Features are Lucid's Confidential

Information subject to the “Confidentiality” section below.

- 3.5. Trial Period. If you register for a trial online, your first payment will be charged immediately following the conclusion of the free trial period. You can cancel your free trial at any time before the free trial period ends (see “Ending Your Relationship with Lucid” regarding how to cancel a Subscription Service). Lucid will provide notice of the terms of the free trial period at the time you register, including when you need to cancel a free trial to avoid rolling over to a paid Subscription Service.
- 3.6. Non-Lucid Applications. If you or a User chooses to utilize interoperability with a Non-Lucid Application, your purchase and use of such product is subject to the end user license or other agreement between you and the third-party provider. Lucid has no liability with respect to procurement, maintenance, use, or interoperability of any Non-Lucid Application. **“Non-Lucid Application”** means a software application, service, integration, or functionality that is developed or provided by a third-party, is not owned or under Lucid’s control and interoperates with a Service. Non-Lucid Applications are not part of the Services.

#### 4. Using the Services

- 4.1. Registration Information. You and each User will be required to provide registration information in order to register for and access certain Services. You agree to keep this information, including contact information (e.g., e-mail address) and billing/payment details, accurate and current.
- 4.2. Access and Users. You will obtain, maintain, and support all internet access, equipment, and ancillary services needed to access the Services and Deliverables. Subscriptions are for named individuals and cannot be shared or used by more than one individual at a time. However, with a Multi-User Plan, User subscriptions may be reassigned to new Users replacing individuals who no longer use a Subscription Service for any purpose (e.g. transferring a subscription from a terminated employee to a new employee). Each User must keep a secure password for accessing the Subscription Service and keep such password 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 [legal@lucid.co](mailto:legal@lucid.co).
- 4.3. Your Responsibilities. You are responsible for: (a) access to and use of the Subscription Service(s) and Deliverables by the Users on your account and each User’s compliance with these Terms; (b) the secure transmission of your Content to the Subscription Service(s); (c) the legality, reliability, integrity, accuracy and quality of the Content, any conclusions drawn or actions taken therefrom, and the means by which you or the Users acquired the Content so that Lucid and its service providers may lawfully use, process, and transfer the Content in accordance with these Terms; (d) if desired, backing-up your Content outside of the Subscription Service; (e) using commercially available technologies to prevent the introduction of viruses, malware, Trojan horses, worms, spyware or other destructive code (“**Malware**”) into the Subscription Service(s); and (f) instructing the Users on the Use Restrictions and the limitations on Protected Information below, and ensuring that those

limitations and/or Use Restrictions are not breached. **“Content”** means the data, information, images, and other content that is uploaded to, imported into or created in a Subscription Service by the Users, all of which is your Confidential Information.

- 4.4. Protected Information. You acknowledge that the Subscription Service(s) were not designed or intended to process Protected Information and that Lucid does not classify Content or provide special protection based on the type of data submitted by you. If Protected Information is entered into a Subscription Service, Lucid will treat such information as your Confidential Information and afford it the protections in these Terms but will not afford it any added protections based on the type of data provided. You acknowledge that any Protected Information submitted is done so at your own risk and Lucid will not be liable for heightened or statutory damages due to the nature or type of Protected Information submitted. **“Protected Information”** means information that is subject to specific regulations or laws that impose increased protections, obligations and/or penalties with respect to handling that type of information or that is not appropriate for use in the Services, as intended by Lucid. Protected Information includes, without limitation, classified information, data that is subject to the Payment Card Industry Data Security Standards (PCI DSS), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Criminal Justice Information Services (CJIS) Security Policy, IRS Publication 1075 or any similar legislation in an applicable jurisdiction, or any credit or debit card and magnetic stripe information, government issued identification numbers, health or biometric information, education records, financial account information, personally identifiable information of children under the age of 16, or information deemed “sensitive” or “special category” under applicable law (such as racial or ethnic origin, political opinions, or religious or philosophical beliefs).
- 4.5. Use Restrictions. You will not and will ensure that each User does not: (a) license, sublicense, sell, resell, rent, lease, transfer, distribute, provide access, or otherwise commercially exploit, or make the Services or Deliverables available to any third-party except as expressly authorized herein; (b) copy, modify, translate, adapt, merge, or create derivative works of the Services or Deliverables or disassemble, decompile, reverse engineer, or otherwise extract the source code of, or reduce to human-perceivable form, any part of them unless the foregoing restrictions are expressly prohibited by applicable law; (c) use or access the Services or Deliverables (i) to develop a product or service that competes with Lucid or (ii) other than in compliance with these Terms and all applicable laws and regulations (including export control laws and restrictions); (d) remove or modify any proprietary markings or restrictive legends in a Subscription Service or on the Deliverables; (e) infringe or misappropriate any Lucid Assets; (f) attempt to gain unauthorized access to the Services or any portion thereof; (g) knowingly, intentionally or negligently introduce Malware into, or otherwise engage in any malicious act or disrupt the security, integrity or operation of, a Subscription Service; (h) access or attempt to access a Subscription Service by any means other than Lucid’s publicly supported interfaces, including any automated means (i.e. use of scripts or web crawlers); (i) probe, scan, or test the vulnerability of any Lucid system or network; or (j) access, store, create, share, display, publish or transmit any material that a person would reasonably believe to be unlawful or related to illegal activity, threatening, deceptive, defamatory, discriminatory, obscene, libelous, an invasion of privacy, or infringes the intellectual property rights of a third-party through the Services (a-j collectively, the **“Use Restrictions”**).

## 5. Sharing Features in the Services

- 5.1. Third-Party Content. 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 of third parties. Such content is the sole responsibility of the person or entity from whom it originated.
- 5.2. Sharing Content. The Subscription Services allow you to share information and Content within your account, outside your account and even publicly. You are solely responsible for the Content that you create, transmit, display or share with others while using the Subscription Services, and for the consequences of your actions.
- 5.3. Collaboration. If you accept an invitation to view or collaborate on another User's Content, you acknowledge that your access to that Content and any information you provide or changes you make will be under the sole control of the owner of that Content. In addition, the owner of that Content, other Users who have access to that Content and the owner and administrators of the account containing that Content will be able to view certain information, including personal information, about you.

## 6. Lucid's Provision of the Services

- 6.1. Support and Documentation. Lucid provides technical support for the Subscription Services ("**Support**") through its online help center available at <https://help.lucid.co/hc/en-us>. Support requests must be submitted to [support@lucid.co](mailto:support@lucid.co). Technical product support is available 2am to 10pm Mountain Time Monday through Friday and 10am to 10pm on weekends and nationally recognized holidays and will be provided by Lucid personnel in any country where we operate. Lucid's end user documentation is available in-product and through the online help feature of the Subscription Service(s) at <https://lucidco.zendesk.com/hc>, as may be updated from time to time (the "**Documentation**").
- 6.2. Updates. Lucid makes updates (e.g. bug fixes, enhancements) to the Subscription Service(s) on an ongoing basis. You consent to Lucid's delivery of updates automatically through the Subscription Service(s). Except for urgent updates, Lucid schedules maintenance during non-peak usage hours (that minimizes the impact on all Users, worldwide).

## 7. Data Security, Privacy and Your Personal Information

- 7.1. Your Personal Information. [Lucid's Privacy Policy](#) attached hereto governs how Lucid treats your personal information and protects your privacy when you use the Websites and Services. You acknowledge that you have read, and agree to the use of your data, including personal information, as outlined in [Lucid's Privacy Policy](#).
- 7.2. Security. Lucid will maintain administrative, physical, technical and organizational measures to protect the security, confidentiality, and integrity of your Content in accordance with our Information Security Program. Any revisions to our Information Security Program will not diminish our current data security obligations. "**Information Security Program**" means Lucid's then-current data security and data management

policies and procedures that apply to the operation and use of the Services available at <https://lucid.co/security-program>.

- 7.3. Data Processing Addendum. If you are an Enterprise-SKU customer with a Multi-User Plan subject to the General Data Protection Regulation, the California Consumer Privacy Act, or any similar or successor laws or regulations, Lucid's Data Processing Addendum ("**DPA**") attached hereto applies to the processing of any Customer Personal Data (as defined in the DPA).
- 7.4. Service Providers. 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. Lucid is responsible for such third-parties' acts and omissions in relation to Lucid's obligations hereunder.
- 7.5. Account Information. Lucid will use data provided in connection with the creation or administration of entity and User accounts to set up and maintain such accounts, provide and maintain the Services, detect and prevent fraud or violations of these Terms, inform you and Users about new products and features, and as necessary to comply with applicable law, regulation, legal process or enforceable governmental requests.

## 8. Confidentiality

- 8.1. Definition. "**Confidential Information**" means non-public, proprietary, business, technical, security, legal, or financial information that is marked or identified as Confidential Information or would reasonably be understood to be confidential, such as information about products, processes, services, trade secrets, marketing and business plans, client lists, pricing, financial information, system architecture, security programs, or intellectual property. For clarification, pricing for the Services is Lucid's Confidential Information. Notwithstanding the foregoing, Confidential Information does not include information that: (a) the receiving party possesses without a duty to keep confidential prior to acquiring it from the disclosing party; (b) is or becomes publicly available through no violation of this agreement by the receiving party; (c) is given to the receiving party by a third-party not under a confidentiality obligation to the disclosing party; or (d) is developed by the receiving party independently of, and without reliance on, confidential or proprietary information provided by the disclosing party.
- 8.2. Use and Disclosure. Each party may be given access to Confidential Information of the other party in connection with these Terms. The receiving party may only use this Confidential Information as provided for in these Terms or to exercise its rights hereunder and may only share this Confidential Information with its employees, agents, advisors, procurement agents and service providers who need to know it, provided they are subject to similar confidentiality obligations. The receiving party will use the same degree of care, but no less than a reasonable degree of care, as such party uses with respect to its own Confidential Information to protect the disclosing party's Confidential Information and to prevent any unauthorized use or disclosure thereof. Neither party is responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third-party not under the receiving party's control. If the receiving party is compelled by law to disclose the other party's Confidential Information, it will provide the disclosing party prior



written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. These confidentiality obligations will remain in effect for the Term (defined below) and for an additional one (1) year following termination.

## 9. Intellectual Property

- 9.1. Your Content. As between the parties, you own all rights, title, and interest in and to the Content in the accounts for which you are the account owner and your Confidential Information, including all intellectual property and proprietary rights therein. Except as expressly set forth herein, Lucid acquires no right, title, or interest from you in or to your Content or Confidential Information.
- 9.2. Lucid's Use of Your Content. You hereby grant Lucid a limited, worldwide, non-exclusive, non-transferable, right to access, use and process Content until removed from a Subscription Service: (a) as requested by you or a User; (b) as necessary to provide and improve the Services, including to identify, investigate, or resolve technical problems with the Services; (c) to detect and prevent fraud or violations of these Terms; and (d) as required by applicable law, regulation, legal process or enforceable governmental request.
- 9.3. Trademark Violations. If you believe that Lucid, or any User, has violated a copyright, trademark, or other intellectual property right you claim in your work, please contact us at [legal@lucid.co](mailto:legal@lucid.co). Lucid responds to notices of alleged copyright infringement in accordance with the U.S. Digital Millennium Copyright Act ("**DMCA**").
- 9.4. Lucid. As between the parties, Lucid owns all rights, 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 the Customer or any User. "**Lucid Assets**" means (a) the Subscription Service(s), work product, Documentation and Deliverables (but not any Content or your Confidential Information contained therein); (b) all Lucid copyrights, patents, trademarks, trade names, trade secrets, specifications, technology, software, data, methodologies, machine learning models, changes, improvements, components and documentation used to provide the Services or made available in connection herewith, and all intellectual property, proprietary rights and underlying source code, object code, and know-how in and to the foregoing.
- 9.5. Feedback and Analyses. You or your Users may voluntarily provide feedback or suggestions ("**Feedback**") to Lucid and Lucid may freely use and exploit such Feedback (without any obligations or restrictions). Lucid acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.
- 9.6. Statistical Data and Analyses. Lucid owns all rights to the Statistical Data and may perform analyses on Statistical Data your Content ("**Analyses**"). Content utilized as part of Analyses will be anonymized and aggregated. Lucid may use Statistical Data and Analyses for its own business purposes (such as improving, testing, and maintaining a Subscription Service, training machine learning algorithms, identifying trends, and developing additional products and services). Provided that Lucid does not reveal any of

your Confidential Information or the identity, directly or indirectly, of any User or entity, Lucid may publish Feedback and anonymized aggregated Statistical Data and Analyses. **“Statistical Data”** means data generated or related to the provision, operation or use of a Subscription Service, including measurement and usage statistics, configurations, survey responses, and performance results.

## 10. Multi-User Accounts

- 10.1. Account Owners and Administrators. You retain administrative control over who is granted access to your account. Each account is controlled by an account owner tied to a specific email address and may also have one or more billing admins and team admins to help manage the account. Lucid 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.
- 10.2. Content in a Multi-User Account. When you create Content under an individual plan, that Content is available only to you and others with whom you share the Content. However, if you are or become an individual User 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 will then be considered Content owned by your employer or such other third-party. 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 or use 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 [support@lucid.co](mailto:support@lucid.co).
- 10.3. Account Control. You acknowledge and agree that if you are a registered User, and the domain of the email address associated with your Lucid account is owned by an organization, and an authorized representative of that organization wishes to establish a Multi-User Plan and add you to it, then information concerning your existing account will become accessible to that organization, including your name, email address, and Content, and your existing account may be added to a Multi-User Plan without your prior consent. In these situations, any credit remaining on your account may be applied to the Multi-User Plan account. In addition, you acknowledge and agree that if you are or become a registered User on a Multi-User Plan your account information and data will be shared with the owner and admins of the account and your information and Content may also be visible to other Users in the account.

## 11. Education Accounts

- 11.1. Applicability. If you are a school, school district, or related person, entity or organization (such as an administrator or educator who accesses the Services on their behalf) (each a **“School”**), then this section applies to you and **“you”** means the School purchasing the



account, as well as its Users. If you are not a School, then this section will not apply.

- 11.2. **Agreements.** You agree to (a) only provide access to the Service to those individuals employed by or enrolled as students in your School or classroom and (b) be responsible for any Content, communications, and activity that occur under such accounts. Regardless of the account level being utilized, to the extent a School offers or requires access to the Services to minors, the School will be responsible for those User accounts under this section.
- 11.3. **Student Data.** “**Student Data**” is any information (in any format) that is directly related to any identifiable current or former student that is maintained by a School and may include “educational records” as defined by the Family Educational Rights and Privacy Act (“**FERPA**”) that Schools provide to us. While we may need to access Student Data to provide the Services to you, Schools own the Student Data and remain responsible for it. Our [Lucid for Education Privacy Policy](#) attached hereto provides more detail about how we handle Student Data.
- 11.4. **Responsibilities.** Both parties agree to uphold their responsibilities under the FERPA, the Protection of Pupil Rights Amendment, 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 require all Schools to provide appropriate disclosures to students and parents regarding their use of the Services and a copy of our [Lucid for Education Privacy Policy](#). If you are located outside of the United States, you will obtain any required consent or approval from the parent or guardian of any student covered by similar laws and, as a condition to your and your students' use of the Services, you agree that you will be responsible for complying with such laws.
- 11.5. **Deletion of Student Accounts.** For individuals that select a student persona in our product and are on an email domain that we have classified as a K-12 domain, we will permanently delete the individual accounts after a certain number of years of inactivity within our product. We will attempt to notify the individual prior to deletion.

## 12. Representations and Warranties

- 12.1. **Lucid.** Lucid warrants that: (a) during the applicable Subscription Term, the Subscription Service(s) will operate substantially as described in the Documentation; (b) Support and Professional Services will be performed in a competent and workmanlike manner; (c) the Deliverables will conform to the specifications in the applicable Order; (d) it has the necessary authority to enter into these Terms; and (e) it will comply with all laws and regulations (including export control laws and restrictions) applicable to its provision of the Services to its users generally (i.e. without regard for Customer’s particular use of the Services or laws and regulations specific to Customer and its industry). If you believe a Service or Deliverable does not comply with the warranties in (a)-(c), you must notify Lucid in writing within 30 days of discovery of the nonconformity. As your exclusive remedy and Lucid’s sole liability for breach of these warranties, Lucid will use commercially

reasonable efforts to correct the non-conforming Service or Deliverable at no additional charge within a reasonable time period. These warranties will not apply to any failure caused by you, any User, or a person acting at your direction.

- 12.2. You. If you are the representative of an entity with Multi-User Plan and you (a) convert any existing accounts registered using email addresses from Your entity domain into accounts under your control, or (b) enable administrative controls over access to a Subscription Service based on your e-mail domains (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 an administrator to manage your account and will be solely responsible for the administrator's acts and omissions with respect to the Services.
- 12.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. 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.

### 13. Billing, Payment, and Renewal

- 13.1. Subscription Fees. If you select a paid tier of the Subscription Service (a "**paid account**") Lucid will bill you at the beginning of the relevant Subscription Term for use of the Services on the frequency that you select. The term of your Subscription Service will be available in your account settings and/or set forth in the associated Order. Unless otherwise communicated to you, credit card, debit card, or other non-invoice forms of payment are due at the beginning of the relevant Subscription Term. You authorize Lucid to charge you for all fees for all Subscription Terms 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 receipt date, unless otherwise specified, and are considered delinquent thereafter.
- 13.2. Professional Services Fees. 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 in accordance with the GSA Schedule Pricelist. 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 than the estimate provided. In addition, you will reimburse Lucid for reasonable, documented, out-of-pocket expenses (including all travel costs and expenses) incurred by Lucid while providing Professional Services that are authorized or pre-approved by you in writing.
- 13.3. Reserved.

- 13.4. Pricing. The pricing applicable to a Service is specified on the Order in accordance with the GSA Schedule Pricelist s. 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.
- 13.5. Downgrade or Cancellation. You may cancel or downgrade your subscription at any time before the end of the current Subscription Term (or free trial period). The cancellation or downgrade will take effect at the end of the current Subscription Term. You will continue to have access to all the features of your paid or trial account until the end of the current Subscription Term. Lucid does not provide any refunds or credits for partial Subscription Terms. To cancel, the account owner or an admin must log into the account and select the appropriate options on the Account Settings page. Alternatively, the account owner or admin can contact our customer support team at [support@lucid.co](mailto:support@lucid.co).
- 13.6. Billing disputes. Billing disputes should be notified to Lucid in writing within 30 days from discovery of an error. Except as prohibited by law, Lucid may charge a late fee of the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. 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 any amounts due hereunder.
- 13.7. Currency and Taxes. All amounts payable to Lucid will be paid in the currency of the United States. If Lucid is obligated to collect or pay these taxes, they will be stated separately on each invoice, unless you provide Lucid a valid tax exemption certificate authorized by the applicable taxing authority. If you are required by law to withhold any taxes from your payments to Lucid, you must provide Lucid with an official tax receipt or other appropriate documentation to support such withholding and reimburse Lucid for such withholding tax.
- 13.8. Reserved.

## 14. Indemnification

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

Service or Deliverable; or (iii) notwithstanding Lucid's obligation to indemnify, terminate use of the infringing Subscription Service or Deliverable and refund any unused prepaid fees covering the terminated portion of the Subscription Service or Deliverable. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

14.2. Reserved.

14.3. Process. The party seeking indemnification (the "**Indemnified Party**") will provide the other party (the "**Indemnifying Party**") prompt written notice of any Claim 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 sets forth the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy for, any type of Claim described in this section.

## 15. Limitation of Liability

15.1. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW:

- (a) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR DATA, BUSINESS INTERRUPTION, DEPLETION OF GOODWILL, OR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, REGARDLESS OF THE BASIS OR TYPE OF CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND
- (b) 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 (i) THE AMOUNT PAID OR PAYABLE BY YOU HEREUNDER WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY OR (ii) \$200.00.

15.2. General. The parties acknowledge and agree that the limitations of liability, disclaimer of warranties, and any exclusion of damages included herein represent an allocation of risk between the parties (including the risk that a remedy may fail of its essential purpose) which is reflected by the fees paid. Notwithstanding the foregoing, nothing in these Terms excludes or limits Lucid's warranty obligations or liability for losses which may not be lawfully excluded or limited by applicable law. Only the limitations which are lawful in your jurisdiction will apply to you and Lucid's liability will be limited to the maximum extent permitted by law. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

## 16. Ending Your Relationship with Lucid

- 16.1. Term. These Terms will apply until all accounts under your control are permanently closed unless superseded by a written agreement between you and Lucid (the “**Term**”).
- 16.2. Termination By You. If you want to terminate your subscription and close your account, you must do so in accordance with GSAR Clause 552.212-4(l) or (m). In order to delete your data from our servers after ending your relationship with Lucid, you must permanently delete your account (see Retention of Information and Content). For help permanently deleting an account, please review our Documentation or contact [support@lucid.co](mailto:support@lucid.co).
- 16.3. Reserved.
- 16.4. Termination by Lucid. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Lucid shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- 16.5. Suspension. Lucid reserves the right to suspend access to the Service(s) if (a) reserved; (b) reserved; or (c) Lucid reasonably determines that you or any Users on your account are using a Service in a way that creates a security vulnerability, may disrupt others’ use of a Service, or have misappropriated or infringed Lucid’s or another third-party’s intellectual property or proprietary rights. Lucid will only suspend access to the extent, and for the duration, necessary to address the violation and will promptly restore access once the issue has been resolved. Lucid will not suspend access if you are (reasonably and in good faith) disputing a charge and cooperating in resolving the dispute. You acknowledge and agree that if Lucid temporarily suspends access to your account, you may be prevented from accessing the Services, your account details, or any files or other Content contained in your account
- 16.6. Effect of Termination. On termination of the Services, (a) Lucid will disable your account and each User’s access to the paid Services; (b) you will immediately pay any accrued but unpaid and undisputed fees; (c) each party will return and make no further use of, or destroy (subject to each party’s automated deletion schedule and back-up policy), any Confidential Information belonging to the other party, subject to (d); and (d) provided you have permanently closed your account(s), Lucid will delete all Content in accordance with its automated deletion schedule and back-up policy. You may export or download your Content at any time from the Subscription Service in accordance with the Documentation. Any requested post-termination transition assistance is subject to the mutual agreement of the parties (and may require payment of Professional Services fees).
- 16.7. Retention of Information and Content. If your paid account is downgraded or canceled, your information and Content may be deactivated but not deleted. In addition, upon cancellation of a Multi-User Plan, if the Users are downgraded to and maintain free accounts after termination of paid Services, the ownership of the free account(s) and Content therein will transfer to the applicable User(s). Information and Content in those free accounts will not be deleted until such accounts are permanently closed by the User. Lucid may retain copies of Content as part of records, documents, or broader data sets in

accordance with Lucid's legal and financial compliance obligations, on the condition that Lucid continues to comply with the requirements of these Terms in relation to any retained Content.

- 16.8. Survival. Any provision of these Terms that by its nature is reasonably intended to survive beyond termination of these Terms will survive.
- 16.9. Site Visitors. A Site Visitor may terminate its use of the Websites at any time by ceasing further use of the Website. Lucid may terminate your use of the Websites and deny you access to the Websites in our sole discretion for any reason or no reason, including for violation of these Terms.

## 17. Changes to the Terms

- 17.1. Amendments and Effective Date. Lucid may make non-material changes to the Terms from time to time. When these changes are made, Lucid will make a new copy of the Terms available at <https://lucid.co/tos>, as applicable. 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.
- 17.2. Waivers. Any waiver of these Terms must be in writing and no written waiver will operate or be construed as a waiver of any subsequent breach. The failure of either party to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision or of any other right or provision.

## 18. Reserved

## 19. Reserved

## 20. General Legal Terms

- 20.1. Publicity. Unless otherwise set forth in an Order, Lucid may use your name, and non-competitive use details in both text and pictures to identify you as a customer and highlight such use details, subject to any usage guidelines you provide to Lucid and to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71, in publicly available oral and written statements, including on Lucid's website, in marketing materials, and in press releases. To request removal of this identification, please notify us in writing at [support@lucid.co](mailto:support@lucid.co). In addition, Lucid may disclose the relationship between you and Lucid if legally required or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
- 20.2. Relationship of the Parties. You and Lucid are independent contractors. These Terms do not create or imply any agency, partnership, joint venture, fiduciary, employment or franchise relationship. No right or cause of action for any third-party is created by these Terms or any transaction under it.



- 20.3. Force Majeure. In accordance with GSAR Clause 552.212-4(f), 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.
- 20.4. Governing Law. These Terms and your relationship with Lucid under the Terms, are governed by the Federal laws of the United States without regard to its conflict or choice of laws rules. Any legal proceeding will be in the English language.
- 20.5. Reserved.
- 20.6. Notices. You agree that Lucid may provide you with notices by email, regular mail, or postings on the Services. You may provide notice to Lucid by emailing [legal@lucid.co](mailto:legal@lucid.co).
- 20.7. Assignment. Neither this agreement, nor the rights or obligations hereunder may be assigned or transferred by either party without the other party's prior written consent, which will not be unreasonably withheld or delayed.
- 20.8. Entire Agreement. These Terms, any exhibits, schedules, or documents referred to herein, constitute the entire agreement between you and Lucid related to the use of the Services and supersede all prior or contemporaneous representations, agreements or understandings (written or verbal) relating to the subject matter hereof, including any non-disclosure agreements previously entered into by you and Lucid. If you require purchase orders, vendor registration forms, payment or vendor portals, or the like, they will be for convenience only, and all associated terms and conditions (pre-printed or otherwise and regardless of how or when referenced or acknowledged) will be void and of no effect.
- 20.9. Translation. 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 will take precedence.
- 20.10. Interpretation. References to "include(s)", "including" or similar terms will not be read as terms of limitation, but rather as followed by the words "without limitation."
- 20.11. Severability. 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.

## 21. U.S. Government End Users

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

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

# Lucid Software Inc. Privacy Policy

## Introduction

**Last Updated: May 8, 2024**

This Privacy Policy (“**Policy**”) describes how Lucid Software Inc. (“**Lucid**,” “**we**,” and/or “**us**”) collects, uses and discloses your personal information. If you are located in the European Economic Area (“**EEA**”), the United Kingdom (“**UK**”), or Switzerland, “**personal information**” means any information relating to an identified or identifiable individual. This Policy applies to information we collect when you use our websites, mobile applications and other online products and services where this Policy is posted (collectively, the “**Services**”). For users of our Lucid for Education Services, please refer to the [Lucid for Education Privacy Policy](#) for additional information. By using the Services, you agree to the collection, use, disclosure, and procedures this Policy describes. Beyond the Policy, your use of the Services is also subject to our [Terms of Service](#).

If you are a United States (“**U.S.**”) resident, please also review our U.S. Resident Privacy Notice below for more information about the types of personal information we collect and disclose, as well as how to exercise your rights under applicable U.S. Privacy Laws.

## Information That We Collect

We may collect a variety of information from or about you or your devices from various sources, as described below.

If you do not provide certain information when requested, you may not be able to use our Services if that information is necessary to provide you with our Services or if we are legally required to collect it.

### A. Information That You Provide to Us

**Registration and Profile Information.** When you register to use our Services, sign up for notifications or updates, or register for our events or promotions, we collect information including, your name, email address, phone number, home address and any additional

information you may provide. If you sign up through a third-party site or one of our integration partners, we will receive certain information from those third parties, such as your name and account information.

**Documents.** We store, process and maintain documents that you create and/or upload using the Services (as well as previous versions of your documents), including Lucid documents that you create, images you upload, sharing lists, and other data related to your account in order to provide the Services to you. If you include personal information in such documents, we will collect that information.

**Communications.** If you contact us directly, fill out surveys, request additional information, post feedback, subscribe to newsletters or otherwise interact with us on one of our public websites, including social media, or otherwise communicate with us through our Services, we may receive your name, email address, phone number, the contents of a message or attachments that you may send to us, and other information you choose to provide or make available. When you communicate with us online, such as through our online chat service, third party vendors receive and store these communications on our behalf. When we send you emails, we may track whether you open them to learn how to deliver a better customer experience and improve our Services.

**Careers.** If you apply for a job with us, you may submit your contact information and your resume online. We will collect the information you choose to provide on your resume, such as your education and employment experience, and the information requested through our online application questions. You may also apply through LinkedIn. If you do so, we will collect the information you make available to us on LinkedIn.

**Payment Information.** If you make a purchase through our Services, in addition to the information described above, we will collect your billing address. Your payment-related information, such as credit card or other financial information, will be collected by our third-party payment processors on our behalf.

## **B. Information We Collect When You Use Our Services**

**Location Information.** When you use our Services, we infer your general location information, for example, by using your internet protocol (IP) address.

**Device Information.** We receive information about the device and software you use to access our Services, including IP address, web browser type, and operating system version.

**Usage Information.** To help us understand how you use our Services and to help us improve them, we automatically receive information about your interactions with our Services like the pages or other content you view, referrer URL, number of log-ins, data displayed or clicked on (e.g., UI elements, links), actions taken through the Services, error reports and the dates and times of your visits.

**Information from Cookies and Similar Technologies.** We and our third-party partners collect personal information using cookies, pixel tags, or similar technologies. Our third-party partners, such as analytics and advertising partners, may use these technologies to collect information

about your online activities over time and across different services. Cookies are small text files containing a string of alphanumeric characters. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to our Services. Please review your web browser's "Help" file to learn the proper way to modify your cookie settings. Please note that if you delete or choose not to accept certain categories of cookies from our Services, you may not be able to utilize the features of our Services to their fullest potential. For more information about cookies and your choices, please review our [Cookie Policy](#).

**Call Recording Information.** When you participate in a call or video conference with us, we may record the session and retain recordings or recorded transcripts of the session. When we record, you will be notified that the call is being recorded and may be given options.

**Course Information.** If you participate in a training or product course, we collect course completion data.

### **C. Information We Receive from Third Parties**

**Information from third-party services.** If you choose to link our Services to a third-party account, e.g., one of our integration partners, we may receive information about you, including your profile information and your photo, and your use of the third-party account. If you wish to limit the information available to us, you should visit the privacy settings of your third-party accounts to learn about your options.

**Other third parties.** We may receive additional information about you, such as information about your company, company size, job title, and job level as well as contact information, such as email address or phone number, from third parties such as data or marketing partners and combine it with other information we have about you.

Please note that all of the information we collect about you may be combined and used for the purposes described in the "How We Use the Information We Collect" section below. If you do not provide your information when requested, you may not be able to use our Services if that information is necessary to provide you with our Services or if we are legally required to collect it.

### **How We Use the Information We Collect**

We use the information we collect for the following purposes:

- **Analytics and Feedback:** Monitoring and evaluating trends, usage, and activities in connection with our Services and collecting feedback for how to improve them.
- **Auditing Interactions:** Auditing related to your interaction with our Services and concurrent transactions, including counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with other standards.
- **Combining Data:** Linking or combining with other information we acquire from third parties to help understand your needs and provide you with better service.

- **Communicating:** Communicating with you, which could include providing you with updates and other information relating to our services and products, providing information that you request, and responding to comments, questions, and requests.
- **Compliance:** For compliance purposes, including enforcing our terms of service, other customer contracts or other legal rights, or as may be required by applicable laws and regulations or requested in any judicial process or by any governmental agency.
- **Connecting Third Party Services:** Facilitating the connection of third-party services or applications, such as integrations.
- **Contracting Vendors:** Contracting with vendors and service providers to perform services on our behalf, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing advertising or marketing services, and providing analytics services.
- **Debugging:** Debugging to identify and repair errors that impair existing intended functionality.
- **Aggregation:** Aggregating information collected through our Services and using it for lawful purposes such as to see the number of users who used a type of document or shape or how many users clicked on a particular advertisement.
- **Enabling Transactions:** Otherwise enabling or effecting, directly or indirectly, a commercial transaction.
- **Fraud and Incident Prevention:** Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.
- **Identity Verification:** Verifying identity for login purposes and to provide product support in certain situations.
- **Improving Our Services:** Undertaking activities to verify or maintain the quality or safety of our services, and to improve, upgrade, or enhance our Services.
- **Job Applications and Prospects:** Recruiting applicants for open positions and processing job applications.
- **Marketing:** Sending or showing you advertising or promotional materials, including information about new products, services, contests, features and enhancements, special offers and other events from Lucid and our select partners that may be useful, relevant, valuable, or otherwise of interest to you.
- **Order Fulfillment:** Providing and delivering the products and Services you request, process transactions and payments, and to send you related information, including confirmations and invoices.
- **Personalization:** Personalizing your experience with our Services, such as providing content, language preference, communications or features that match user profiles or interests.
- **Providing Services:** Providing, maintaining, operating, and improving our Services.
- **Research:** Undertaking internal research for technological development and demonstration.
- **Sales Outreach:** Contacting current or prospective users or customers to discuss our offerings.
- **Security Issues:** Finding and preventing fraud and abuse and responding to trust and security issues that may arise.
- **Sending Messages:** Sending you text messages or push notifications.
- **Training and Rewards:** Offering training, advocacy, and reward opportunities to our users.
- **Transactional Communications:** Sending you technical notices, updates, security alerts and support and administrative messages.

- **Transient Use:** Short-term, transient use.
- **Notified Purpose:** For other purposes for which we provide specific notice at the time the information is collected.

## How We Disclose the Information We Collect

We do not disclose information we collect from or about you except as described below or otherwise disclosed to you at the time of the collection.

- **Advertising Partners.** We work with third-party advertising partners to show you ads that we think may interest you. Some of our advertising partners are members of the [Digital Advertising Alliance](#), the [Network Advertising Initiative](#), or the [European Interactive Digital Advertising Alliance](#). If you do not wish to receive personalized ads, please visit their opt-out pages to learn about how you may opt out of receiving web-based personalized ads from member companies. You can also access any settings offered by your mobile operating system to limit ad tracking, or you can install the AppChoices mobile app to learn more about how you may opt out of personalized ads in mobile apps.
- **Affiliates.** We may disclose any information we receive to our partners, corporate affiliates, parents, or subsidiaries for any purpose described in this Policy.
- **Analytics Providers.** We use analytics services including Google Analytics to collect and process certain analytics data about our Services. These services may also collect information about your use of other websites, apps, and online resources. You can learn more about Google's practices by visiting <https://www.google.com/policies/privacy/partners/>.
- **Consent.** We may also disclose personal information from or about you or your devices with your permission.
- **Documents and Chat.** Documents you create, upload, or copy into our products may, if you choose, be read, copied, used, and redistributed by people who have access to the documents. Information you disclose using the chat function of the Services may be read, copied, used, and redistributed by people participating in the chat. Use care when including sensitive personal information, such as home addresses or phone numbers, in documents you share or in chat sessions. In addition, if you accept an invitation to view or collaborate on a document, your personal information may be visible to certain other users on the account that owns the document (e.g., the account owner) or on the document (e.g., other collaborators).
- **Integrations and Other Online Services.** Our Services allow you to, upon your direction, integrate with other online services and disclose your documents or other information to such services. If you connect a third-party application to our Services, we may disclose information to that third party. You understand and agree that the use of your information by any other service will be governed by the privacy policies of these third-party services and your settings in those services. We encourage you to review their privacy policies.
- **Marketing Services.** We do not rent, sell, or share information about you with non-affiliated companies for their direct marketing purposes, unless we have your permission.
- **Merger, Sale, or Other Asset Transfers.** We may transfer or disclose your personal information to service providers, advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a financing or corporate transaction in which we are acquired by or merged with another company, or we sell, liquidate, or transfer all or a portion of our assets. The use of your information



following any of these events will be governed by the provisions of this Policy in effect at the time the applicable information was collected.

- **Promotion of Lucid and our Services.** We may post user feedback or customer case studies on our websites and social media accounts or use it in our sales & marketing materials or conversations. We may include attribution information in these materials including name, title and organization.
- **User's Employer.** If you are a registered user, and the domain of the primary email address associated with your account is owned by your employer, and a representative of that organization requests information related to email domain users, to establish or manage an account or otherwise, then we may share certain information concerning your individual or team account with that organization, including your name and email address. Your account may also be consolidated into the organization's corporate account.
- **Users or Registrants from Same Domain.** If you are a registered user, and the domain of the primary email address associated with your account is a corporate email domain (e.g., not a free email domain), we may share that you are a registered user with other individuals registering for or using our Services with email addresses on the same email domain.
- **Vendors and Service Providers.** We may disclose any information we receive to vendors and service providers retained in connection with the provision of services to us.
- **When Required by Law and Similar Disclosures.** We may access, preserve, and disclose your personal information if we believe doing so is required or appropriate to: (a) satisfy any applicable law or regulation; (b) comply with law enforcement requests and legal process, such as a court order or subpoena; (c) respond to your requests; (d) protect your, our, or others' rights, property, or safety; (e) enforce or investigate potential violations of our contract with you; or (f) detect, prevent, or otherwise address fraud, security or technical issues. For the avoidance of doubt, the disclosure of your personal information may occur if you post any objectionable or illegal content through our Services.

## Your Choices

**Termination of Services.** You may terminate your use of the Services at any time, but in order for us to remove all of your information from our systems, you must permanently delete your account. After permanently deleting your account, we may retain certain information as required by law, in accordance with our back-up policy, or for legitimate business purposes. We may also retain cached or archived copies of your information for a certain period of time.

**Promotional Communications.** You may opt out of receiving promotional emails, text messages, or mail from Lucid by visiting your user settings page and updating your communications preferences, by following the instructions in emails or text messages, by visiting this website, or by sending an e-mail to [privacy@lucid.co](mailto:privacy@lucid.co). If you opt out, we may still send you transactional or relationship messages, such as emails about your account or updates to our Services. When you opt out of promotional emails, we keep your email address even if you permanently delete your account to make sure that we do not send you additional promotional email.

**Do Not Track.** There is no accepted standard on how to respond to Do Not Track signals, and we do not respond to such signals.

**Managing Cookie Preferences.** You can manage your cookie preferences at any time by clicking the “Cookies settings” link in the footer of the following webpages: lucidchart.com, lucidspark.com, lucidscale.com, lucidforeducation.com, lucid.co, community.lucid.co, training.lucid.co or help.lucid.co/hc/en-us. You can also manage your cookie preferences under “User Settings” in your account by clicking “Change cookie settings.”

Although we do not sell or share personal information as the concept is defined in the California Consumer Privacy Act (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time (“**CCPA**”), we give users the option to select “Do Not Sell or Share My Personal Information” in our Cookie Storage Preferences Center. Sliding the selector to the right on this feature will shut off all cookies classified as “Marketing Cookies.” Sliding the selector next to “Do Not Sell or Share My Personal Information” to the left and “Targeted Advertising” to the right will turn all “Marketing Cookies” back on.

**Cookies.** Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Services. For more information about your options, please visit our [Cookie Policy](#).

## **Data Security**

Lucid takes reasonable measures to protect your personal information and your documents from loss, misuse and unauthorized access, disclosure, alteration and destruction and to ensure that your documents remain available to you. However, as no electronic transmission or storage of information can be entirely secure, we can make no guarantees as to the security or privacy of your personal information.

## **Data Retention**

We store the information we collect about you for as long as is necessary for the purpose(s) for which we originally collected it. We store our backups for six (6) months. We may retain certain information for legitimate business purposes or as required by law. When determining the retention period, we take into account various criteria, such as the type of Services provided to you, the nature and length of our relationship with you, possible re-enrollment with our Services, the impact on the Services we provide to you if we delete some information from or about you, and mandatory retention periods and relevant statutes of limitation.

## **Third Parties**

Our Services may contain links to other websites, products, or services that we do not own or operate (“**Third-Party Services**”). We are not responsible for the privacy practices of these Third-Party Services. Please be aware that this Policy does not apply to your activities on these Third-Party Services or any information you disclose to these Third-Party Services. We encourage you to read the privacy policies of these Third-Party Services before providing any information to them.

## **Children’s Privacy**

Outside of our Lucid for Education Services, we do not knowingly collect, maintain, or use personal information from children under 16 years of age, and no parts of our Services are directed to children. If you learn that a child has provided us with personal information in violation of this Policy, please contact us using the contact information below.

## Hosting and Data Transfer

We are based in the United States and, unless we expressly agree otherwise, we may host, transfer, and process data, including personal information, in the United States and in other countries through Lucid affiliates and third parties that we use to operate and manage the Services. These countries may have data protection laws that are different from those of your country of residence. Lucid uses a variety of safeguards, including contractual and technical measures, to protect the data we transfer.

Where required by law, we provide adequate protection for the transfer of personal information in accordance with applicable law, such as by obtaining your consent, based on European Commission-approved or UK Government-approved Standard Contractual Clauses, by relying on a European Commission, a UK Government, or Swiss Government adequacy decision, by relying on Binding Corporate Rules, or otherwise in accordance with applicable data protection laws. For more information about how we handle transfers of personal information from the European Economic Area, the United Kingdom or Switzerland, or to obtain a copy of the contractual safeguards we use for such transfers, please contact us as specified below.

Lucid complies with the EU-U.S. Data Privacy Framework (“**EU-U.S. DPF**”), the UK Extension to the EU-U.S. Data Privacy Framework (“**UK Extension to the EU-U.S. DPF**”), and the Swiss-U.S. Data Privacy Framework (“**Swiss-U.S. DPF**”) as set forth by the U.S. Department of Commerce. Lucid has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (“**EU-U.S. DPF Principles**”) with regard to the processing of personal information received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF. Lucid has also certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (“**Swiss-U.S. DPF Principles**”) with regard to the processing of personal information received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this Privacy Policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles (together, “**Principles**”), the Principles shall govern. To learn more about the Data Privacy Framework (“**DPF**”) program, please visit the [DPF website](#). To learn more about our certification with the DPF see [here](#). Lucid will transfer personal information to the U.S. based on Lucid’s DPF certification, and will rely on its DPF certification as the primary mechanism for data transfers to the U.S. If Lucid withdraws from the DPF, the DPF is invalidated, or otherwise personal information cannot be lawfully received based on the DPF, Lucid will rely on appropriate European Commission-approved or UK Government-approved Standard Contractual Clauses, or otherwise transfer personal information in accordance with applicable data protection laws.

Please direct any inquiries or complaints regarding our compliance with the above Principles to the point of contact listed in the “Contact Us” section below.

Lucid is subject to the investigatory and enforcement powers of the FTC. If Lucid discloses personal information with a third-party service provider that processes the data solely on our behalf, then Lucid will be liable for that third party's processing of personal information in violation of the Principles, unless Lucid can prove that it is not responsible for the event giving rise to the damage.

Under the Principles, you have the right to access your information that Lucid has collected from you. You may do so by contacting Lucid using the "Contact Us" information below or through our designated DPF dispute resolution provider mentioned above. You have the right to limit the use and disclosure of your personal information by not providing said information to Lucid or by not using our Services. You may request that Lucid correct, amend, or delete your information where it is inaccurate, or has been processed in violation of the Principles. Please note that the right of access may be restricted where the burden or expense of providing access would be disproportionate to the risks to your privacy in the case in question, or where the rights of other persons would be violated.

*We will not rely on the Swiss-U.S. Data Privacy Framework until it enters into force, but we adhere to its required commitments in anticipation of it doing so.*

## **European Economic Area and United Kingdom Disclosure**

If you are located in the European Economic Area or the United Kingdom, please review this additional information. Please note that Lucid is the controller of the personal information you submit to create and administer your account (typically, name and email address).

## **Legal Basis for Processing**

When we process your personal information, we will only do so when we have a valid "legal basis", including as set forth below:

- **Consent.** We have your consent to do so. For example, we may ask for your consent to use non-essential cookies.
- **Contractual Necessity.** We need to use your personal information to perform our responsibilities under our contract with you (e.g., processing payments for and providing the Services you have requested).
- **Legitimate Interests.** We or a third party have a legitimate interest in processing your personal information. For example, we may process your personal information to communicate with you about changes to our Services, and to provide, secure, and improve our Services. We only rely on this legal basis when our or a third party's legitimate interests are not overridden by your rights and interests.
- **Compliance with a Legal Obligation.** We have a legal obligation to use your personal information, for example to comply with tax and accounting obligations.

## **Your Rights**

You have certain rights and protections regarding the processing of your personal information. Unless otherwise provided under applicable law, you have the following rights:

- **Access and Portability.** You may ask us to provide you with a copy of the personal information we maintain about you, including a machine-readable copy of the personal information that you have directly provided to us, and request information about its processing.
- **Rectification and Deletion.** You may ask us to update and correct inaccuracies in your personal information, or to have the information anonymized or deleted, as appropriate.
- **Restriction and Objection.** You may ask us to restrict the processing of your personal information, or object to such processing.
- **Consent Withdrawal.** You may withdraw any consent you previously provided to us regarding the processing of your personal information, at any time and free of charge. We will apply your preferences going forward and this will not affect the lawfulness of the processing before you withdraw your consent.

You may exercise your rights by following the instructions under “Your Choices” above, or by contacting us using the contact details at the end of this Policy. Before fulfilling your request, we may ask you to provide reasonable information to verify your identity. Please note that there are exceptions and limitations to each of these rights, and that while any changes you make will be reflected in active user databases instantly or within a reasonable period of time, we may retain personal information for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so. In addition, certain choices may make it impossible to provide the Services. For instance, if you ask us to delete all your personal information and no exception applies, we will no longer be able to provide the Services since certain personal information, such as an email address, are needed to provide the Services. We will inform you when you will need to permanently delete your account in order to satisfy a request you have made.

## Questions or Complaints

If you are located in the EEA, the UK, or Switzerland, and have a concern about our processing of personal information, you have the right to lodge a complaint with a supervisory authority, including in your country of residence, place of work, or where an incident took place.

## Update Your Information

You can update your account and profile information or delete your account through your account settings.

## Changes to this Policy

We will post any adjustments to the Policy on this page, and the non-materially revised version will be effective when it is posted. If we materially change the ways in which we use or disclose personal information previously collected from you through the Services, we will notify you through the Services (including our websites), by email, or other communication.

## Contact Us

Lucid is responsible for processing your information. If you have questions, comments, or concerns about our processing activities, please contact Lucid at: [privacy@lucid.co](mailto:privacy@lucid.co) or at 10355 S. Jordan Gateway, Suite 150, South Jordan, UT 84095, Attn: Privacy Notices.

## Lucid U.S. Resident Privacy Notice

**Last Reviewed and Updated:** May 8, 2024

This U.S. Resident Privacy Notice supplements the information and disclosures contained in our [Privacy Policy](#). It applies to individuals residing in the U.S. from whom we collect Personal Information under applicable U.S. Privacy Laws. This Notice applies to information we collect when you use our websites, mobile applications and other online products and services where this Notice is posted (collectively, the “**Services**”).

### Personal Information Collection, Disclosure, and Sale

For the purposes of this notice, “**Personal Information**” means “personal information,” “personal data,” or an analogous term under applicable U.S. federal and state privacy laws and their implementing regulations, as amended or superseded from time to time (“**U.S. Privacy Laws**”). U.S. Privacy Laws include the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (“**CCPA**”), Colorado Privacy Act, Connecticut Data Privacy Act, Utah Consumer Privacy Act, and Virginia Consumer Data Protection Act.

Personal Information does not include information that is:

- Lawfully made available from government records.
- Deidentified or aggregated.
- Otherwise excluded from the applicable U.S. Privacy Laws.

The chart below provides the categories of Personal Information and Sensitive Personal Information (as defined by the CCPA) we have collected, disclosed for a business purpose, or sold or “shared” (for cross-context behavioral advertising purposes) in the preceding twelve months since this notice was last updated. The examples of Personal Information and Sensitive Personal Information provided for each category reflect each category’s statutory definition and may not reflect all of the specific types of Personal Information and Sensitive Personal Information associated with each category.

Category	We Collected	We Disclosed	We Sold/ Shared
A. Identifiers	Yes	Yes	No



<p><i>Examples:</i> Name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, or other similar identifiers.</p> <p><i>Processing purposes:</i> For all purposes listed in Use of Personal Information below.</p>			
<p><b>B. Categories of Personal Information in Cal. Civ. Code Section 1798.80(e)</b></p> <p><i>Examples:</i> Name, signature, physical characteristics or description, address, telephone number, employment, employment history, credit card number, debit card number, or any other financial information.</p> <p><i>Processing purposes:</i> For all purposes listed in Use of Personal Information below.</p>	Yes	Yes	No
<p><b>C. Characteristics of Protected Classifications under California or Federal Law</b></p> <p><i>Examples:</i> Race or color, ancestry or national origin, religion or creed, age (over 40), mental or physical disability, sex (including gender and pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity or expression, medical condition, genetic information, marital status, military and veteran status.</p> <p><i>Processing purposes:</i> Compliance, Job Applications and Prospects, Notified Purpose.</p>	Yes	Yes	No
<p><b>D. Commercial Information</b></p> <p><i>Examples:</i> Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies of Lucid’s services and products.</p> <p><i>Processing purposes:</i> Analytics and Feedback, Auditing Interactions, Combining Data, Compliance,</p>	Yes	Yes	No

<p>Contracting Vendors, Aggregation, Enabling Transactions, Improving Our Services, Marketing, Order Fulfillment, Personalization, Providing Services, Sales Outreach, Transactional Communications, Notified Purpose.</p>			
<p><b>E. Biometric Information</b></p> <p><i>Examples:</i> Physiological, biological, or behavioral characteristics, including DNA, that can be used, singly or in combination with each other or with other identifying data, to establish individual identity, such as imagery of the iris, retina, fingerprint, face, hand, palm, vein patterns, and voice recordings, from which an identifier template, such as a faceprint, a minutiae template, or a voiceprint, can be extracted, and keystroke patterns or rhythms, gait patterns or rhythms, and sleep, health, or exercise data that contain identifying information.</p>	No	N/A	N/A
<p><b>F. Internet or Other Electronic Network Activity Information</b></p> <p><i>Examples:</i> Browsing history, search history, and information regarding a consumer’s interaction with our Services or advertisements.</p> <p><i>Processing purposes:</i> Analytics and Feedback, Auditing Interactions, Combining Data, Contracting Vendors, Debugging, Aggregation, Fraud and Incident Prevention, Identity Verification, Improving Our Services, Personalization, Providing Services, Research, Sales Outreach, Security Issues, Sending Messages, Training and Rewards, Transactional Communications, Notified Purpose.</p>	Yes	Yes	No
<p><b>G. Geolocation Data</b></p> <p><i>Example:</i> General physical location.</p> <p><i>Processing purposes:</i> Analytics and Feedback, Auditing Interactions, Compliance, Contracting</p>	Yes	Yes	N/A

Vendors, Debugging, Aggregation, Fraud and Incident Prevention, Identity Verification, Improving Our Services, Marketing, Personalization, Providing Services, Security Issues, Transient Use, Notified Purpose.			
<p><b>H. Sensory Information</b></p> <p><i>Examples:</i> Audio, visual, or similar information.</p> <p><i>Processing purposes:</i> Communicating, Contracting Vendors, Identity Verification, Job Applications and Prospects, Providing Services, Research, Sales Outreach, Training and Rewards, Notified Purpose.</p>	Yes	Yes	No
<p><b>I. Professional or Employment-Related Information</b></p> <p><i>Examples:</i> Job application or resume information, and past and current job history.</p> <p><i>Processing purpose:</i> Communicating, Compliance, Job Applications and Prospects, Notified Purpose.</p>	Yes	Yes	No
<p><b>J. Non-Public Education Information (as defined in 20 U.S.C. 1232g; 34 C.F.R. Part 99)</b></p> <p><i>Examples:</i> Records that are directly related to a student maintained by an educational agency or institution or by a party acting for the agency or institution.</p> <p><i>Processing purposes:</i> Communicating, Compliance, Connecting Third Party Services, Contracting Vendors, Debugging, Aggregation, Enabling Transactions, Fraud and Incident Prevention, Identity Verification, Improving Our Services, Job Applications and Prospects, Marketing, Personalization, Providing Services, Research, Security Issues, Sending Messages, Training and Rewards, Transactional Communications, Transient Use, Notified Purpose.</p>	Yes	Yes	No

<p><b>K. Inferences Drawn from Personal Information</b></p> <p><i>Examples:</i> Consumer profiles reflecting a consumer’s characteristics and product preferences and behavior.</p> <p><i>Processing purposes:</i> Analytics and Feedback, Auditing Interactions, Combining Data, Contracting Vendors, Aggregation, Improving Our Services, Marketing, Personalization, Providing Services, Research, Sales Outreach, Notified Purpose.</p>	Yes	Yes	No
<p><b>L. Sensitive Personal Information (Identifiers)</b></p> <p><i>Examples:</i> A consumer’s social security, driver’s license, state identification card, or passport number.</p>	No	N/A	N/A
<p><b>M. Sensitive Personal Information (Log-In and Financial Information)</b></p> <p><i>Examples:</i> Account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account.</p> <p><i>Processing purposes:</i> Compliance, Contracting Vendors, Identity Verification, Order Fulfillment, Providing Services, Notified Purpose.</p>	Yes	No	No
<p><b>N. Sensitive Personal Information (Precise Geolocation)</b></p>	No	N/A	N/A
<p><b>O. Sensitive Personal Information (Group Membership)</b></p> <p><i>Examples:</i> Racial or ethnic origin, religious or philosophical beliefs, or union membership.</p>	No	N/A	N/A

<b>P. Sensitive Personal Information (Contents of Communications)</b>  <i>Examples:</i> The contents of a consumer’s mail, email, and text messages unless the business is the intended recipient of the communication.	No	N/A	N/A
<b>Q. Sensitive Personal Information (Genetic Data)</b>	No	N/A	N/A
<b>R. Sensitive Personal Information (Identifying Biometric Information)</b>	No	N/A	N/A
<b>S. Sensitive Personal Information (Personal Information Collected and Analyzed Concerning a Consumer’s Health)</b>	No	N/A	N/A
<b>T. Sensitive Personal Information (Personal Information Collected and Analyzed Concerning a Consumer’s Sex Life or Sexual Orientation)</b>	No	N/A	N/A

### Use of Personal Information

We collect your Personal Information for the following specific business and commercial purposes:

- **Analytics and Feedback:** Monitoring and evaluating trends, usage and activities in connection with our Services and collecting feedback for how to improve them.
- **Auditing Interactions:** Auditing related to your interaction with our Services and concurrent transactions, including counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with other standards.
- **Combining Data:** Linking or combining with other information we acquire from third parties to help understand your needs and provide you with better service.
- **Communicating:** Communicating with you, which could include providing you with updates and other information relating to our services and products, providing information that you request, and responding to comments, questions, and requests.
- **Compliance:** For compliance purposes, including enforcing our terms of service, other customer contracts or other legal rights, or as may be required by applicable laws and regulations or requested in any judicial process or by any governmental agency.
- **Connecting Third Party Services:** Facilitating the connection of third-party services or applications, such as integrations.
- **Contracting Vendors:** Contracting with vendors and service providers to perform services on our behalf, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing advertising or marketing services, and providing analytics services.

- **Debugging:** Debugging to identify and repair errors that impair existing intended functionality.
- **Aggregation:** Aggregating information collected through our Services and using it for lawful purposes such as to see the number of users who used a type of document or shape or how many users clicked on a particular advertisement.
- **Enabling Transactions:** Otherwise enabling or effecting, directly or indirectly, a commercial transaction.
- **Fraud and Incident Prevention:** Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.
- **Identity Verification:** Verifying identity for login purposes and to provide product support in certain situations.
- **Improving Our Services:** Undertaking activities to verify or maintain the quality or safety of our services, and to improve, upgrade, or enhance our Services.
- **Job Applications and Prospects:** Recruiting applicants for open positions and processing job applications.
- **Marketing:** Sending or showing you advertising or promotional materials, including information about new products, services, contests, features and enhancements, special offers and other events from Lucid and our select partners that may be useful, relevant, valuable, or otherwise of interest to you.
- **Order Fulfillment:** Providing and delivering the products and Services you request, process transactions and payments, and to send you related information, including confirmations and invoices.
- **Personalization:** Personalizing your experience with our Services, such as providing content, language preference, communications or features that match user profiles or interests.
- **Providing Services:** Providing, maintaining, operating, and improving our Services.
- **Research:** Undertaking internal research for technological development and demonstration.
- **Sales Outreach:** Contacting current or prospective users or customers to discuss our offerings.
- **Security Issues:** Finding and preventing fraud and abuse and responding to trust and security issues that may arise.
- **Sending Messages:** Sending you text messages or push notifications.
- **Training and Rewards:** Offering training, advocacy and reward opportunities to our users.
- **Transactional Communications:** Sending you technical notices, updates, security alerts and support and administrative messages.
- **Transient Use:** Short-term, transient use.
- **Notified Purpose:** For other purposes for which we provide specific notice at the time the information is collected.

## Collection of Personal Information

We collect Personal Information from the following categories of sources:

- **You/Your Devices:** You or your devices directly.
- **Users:** Other users of our Services.
- **Affiliates.**
- **Analytics Providers.**



- **Customer Contacts:** Individuals involved in the administration of a multi-user account.
- **Events.**
- **Partners:** Business partners.
- **Public:** Publicly accessible sources.
- **Service Providers:** Third parties with whom we contract for services.
- **Social Networks.**

## Disclosure of Personal Information

In the preceding twelve months since this notice was last updated, we disclosed Personal Information to the following categories of third parties for the purposes of analytics and feedback, auditing interactions, combining data, communicating, compliance, connecting third party services, contracting vendors, debugging, deidentification and aggregation, enabling transactions, fraud and incident prevention, identity verification, improving our services, job applications and prospects, marketing, order fulfillment, personalization, providing services, research, sales outreach, security issues, sending messages, training and rewards, transactional communications, transient use, and for any other notified purpose:

- **Advertising Partners:** Advertising technology companies, such as advertising networks.
  - Personal Information we disclosed: Identifiers, Categories of Personal Information in Cal. Civ. Code Section 1798.80(e), Internet or Other Electronic Activity Information.
- **Affiliates:**
  - Personal Information we disclosed: Identifiers, Categories of Personal Information in Cal. Civ. Code Section 1798.80(e), Commercial Information, Internet or Other Electronic Activity Information, Sensory Information, Professional or Employment-Related Information, and Inferences Drawn from Personal Information.
- **Analytics Providers:**
  - Personal Information we disclosed: Identifiers, Categories of Personal Information in Cal. Civ. Code Section 1798.80(e), Commercial Information, Internet or Other Electronic Activity Information, Professional or Employment-Related Information, and Inferences Drawn from Personal Information.
- **Integrations and Other Online Services:**
  - Personal Information we disclosed: Identifiers, Categories of Personal Information in Cal. Civ. Code Section 1798.80(e).
- **Marketing Services:** Marketing technology companies, such as communication platforms.
  - Personal Information we disclosed: Identifiers, Categories of Personal Information in Cal. Civ. Code Section 1798.80(e), Commercial Information, Internet or Other Electronic Activity Information, and Professional or Employment-Related Information.
- **Social Networks:**
  - Personal Information we disclosed: Identifiers, Categories of Personal Information in Cal. Civ. Code Section 1798.80(e), Commercial Information, Sensory Information, Professional or Employment-Related Information.
- **Service Providers:**
  - Personal Information we disclosed: Identifiers, Categories of Personal Information in Cal. Civ. Code Section 1798.80(e), Characteristics of Protected Classifications under California or Federal Law, Commercial Information, Internet or Other

Electronic Activity Information, Sensory Information, Professional or Employment-Related Information, Non-Public Education Information, and Inferences Drawn from Personal Information.

- **Users' Employers or Others on the Same Email Domain:**
  - Personal Information we disclosed: Identifiers, Categories of Personal Information in Cal. Civ. Code Section 1798.80(e), Commercial Information, Internet or Other Electronic Activity Information, and Non-Public Education Information.

## Your U.S. Privacy Rights

If you are a resident of a state with an applicable U.S. Privacy Law, you may exercise the following rights.

**Right to Know and Access.** You may submit a verifiable request for information regarding the: (1) categories of Personal Information collected, sold, or disclosed by us; (2) purposes for which categories of Personal Information are collected or sold by us; (3) categories of sources from which we collect Personal Information; (4) categories of third parties to whom we disclosed Personal Information; and (5) specific pieces of Personal Information we have collected about you during the past twelve months.

**Right to Delete.** Subject to certain exceptions, you may submit a verifiable request that we delete Personal Information about you that we have collected from you.

**Right to Correct.** You may submit a verifiable request that we correct inaccurate Personal Information that we maintain about you.

*Requests for access to, deletion, or correction of Personal Information are subject to our ability to reasonably verify your identity in light of the information requested and pursuant to relevant U.S. Privacy Law requirements, limitations, and regulations. To verify your access, deletion, or correction request, please follow the instructions provided in our response to your request.*

**Right to Opt Out.** In some circumstances, you may opt out of the sale or sharing (for cross-context behavioral advertising purposes) of your Personal Information, or the processing of your Personal Information for certain types of profiling in furtherance of decisions that produce legal or similarly significant effects. We do not sell or share (for cross-context behavioral advertising purposes) your Personal Information as defined by the CCPA. We may, however, process your Personal Information for targeted advertising or profiling in other U.S. states. To opt-out of targeted advertising and profiling, you can do so via our "Cookie settings" link in the footer of our webpages by sliding the selector next to "Targeted Advertising" to the left or under "User Settings" in your account by clicking "Change cookie settings".

**Right to Limit Use and Disclosure of Sensitive Personal Information.** In some circumstances, you may limit our use and disclosure of your Sensitive Personal Information. To the extent we collect it, we do not use or disclose your Sensitive Personal Information for purposes other than the limited purposes permitted by the CCPA.

**Right of No Retaliation.** You have the right not to receive discriminatory treatment for the exercise of your privacy rights, subject to certain limitations, including if you are an employee, applicant, or independent contractor of our business.

**Right to Data Portability.** You have the right to obtain a copy of your personal data in a portable and, to the extent technically feasible, readily usable format.

### **How to Exercise Your U.S. Privacy Rights**

**Submit Requests.** To exercise your rights under applicable U.S. Privacy Laws, send an email via our Contact Information section below.

**Appeal Privacy Request Decisions.** To appeal any decision with regard to your privacy request, please send an email to the email address in the Contact Information section below.

**Authorizing an Agent.** If you are acting as an authorized agent to make a request to know, delete, correct, or opt out on behalf of a resident of a state with an applicable U.S. Privacy Law, send an email via our Contact Information section and attach a written authorization signed by the resident.

### **Opt-Out Preference Signals**

You may also opt out of the sale or sharing (for cross-context behavioral advertising purposes) of your Personal Information or the processing of your Personal Information for targeted advertising by turning on the Global Privacy Control (GPC) in participating browser systems. You will need to turn the GPC on for each browser you use. To learn more about the GPC, visit the Global Privacy Control [website](#).

### **Minors**

We do not knowingly sell or share (for cross-context behavioral advertising purposes) Personal Information of consumers under 16 years of age.

### **Changes to this U.S. Resident Privacy Notice**

We will post any adjustments to this U.S. Resident Privacy Notice on this page, and the revised version will be effective when it is posted. If we materially change the ways in which we use or disclose personal information previously collected from you through the Services, we may notify you through the Services (including our websites), by email, or other communication.

### **Contact Information**

If you have any questions, comments, or concerns about this notice or our processing activities please email us at [privacy@lucid.co](mailto:privacy@lucid.co) or write to us at:

Lucid Software Inc.  
10355 S Jordan Gateway, Suite 150

South Jordan, UT 84095  
Attn: Privacy Notices

# Lucid Software Inc. Lucid for Education Privacy Policy

## Introduction

**Last updated: April 2, 2024**

## What is Lucid for Education?

Lucid Software Inc. (“Lucid,” “we,” or “us”) offers web- and app-based visual communication tools that students and teachers can use to create flowcharts, diagrams, and design materials that bring 21st century learning to the classroom. Our services include Lucidchart, a visual diagramming tool and Lucidspark, a digital whiteboard and ideation tool (collectively, “the Services”).

Teachers and students use these Services to learn core content in creative and collaborative ways that foster critical thinking while mastering the key literacies. We are committed to protecting the privacy and security of all our users, including students. We care deeply about empowering today’s students for the future of work and are committed to keeping the trust of schools and parents by protecting the personal information we collect and using that information only to provide our Services.

## When does this Privacy Policy Apply?

This Lucid for Education Privacy Policy (“Policy”) applies to information we collect from students who are using our Services through a K-12 school (“Students”). This Policy does not apply to Lucid’s general services offered outside of a K-12 classroom setting. To understand how Lucid collects, uses, and discloses personal information outside of its relationship with K-12 schools, please visit the [Lucid Privacy Policy](#).

Schools that use our Services may integrate with other technology services such as Canvas or Google Classroom and allow students to access or share content through our Services. This Policy does not apply to features or other services Students may access through our Services.

## What Information Do We Collect about Students?

Lucid will not collect, maintain, use or share Student personal information beyond that needed for authorized educational/school purposes, as authorized by the parent or Student or as otherwise allowed by this Policy.

## Account Information

When a Student registers for the Services, Lucid collects (1) name, (2) email address, and (3) password. Registration information may be provided by the Student directly or by their school.

In limited situations, we may receive additional information, such as questions or comments via e-mail or live chat to Lucid customer support or responses to surveys. If a Student upgrades to a paid account or participates in an event (e.g. a webinar), we will collect additional information subject to our regular privacy policy above.

### **Information That We Collect Automatically from Students**

When Students use the Services, we collect and maintain the files that Students create and/or upload using the Services (as well as previous versions of those files), including documents that Students create, sharing lists, and other data related to the Student's account.

Similar to other web services, Lucid uses both persistent and session cookies, web beacons, and pixel tracking technology to record information such as:

- account activity (e.g., storage usage, number of log-ins, actions taken);
- data displayed or clicked on (e.g., UI elements, links, web pages viewed);
- other log information (e.g., browser type, operating system, device name and model, IP address, date and time of access, length of time spent on our websites or in our Services, device identifier or a similar unique identifier, referrer URL, webpage that led a user to our website); and
- user preferences while using the Services (e.g. language).

"Cookies" are alphanumeric identifiers that we transfer to a computer's hard drive through a web browser for record-keeping purposes. We may use both session Cookies (which expire once a user closes a web browser) and persistent Cookies (which stay on a computer until a user deletes them). Some Cookies allow us to make it easier for a Student to navigate our Services, while others are used to enable a faster log-in process or to allow us to track a Student's activities, but only as those activities relate to the Student's use of our Services.

### **How Do We Use Student Information?**

We use the information we collect from Students to provide, administer, operate, and improve our Services, to support the internal operations of our Services, monitor and evaluate trends, usage and activities in connection with our Services and better tailor our Services to our users' needs. We also use the information we collect to respond to comments, questions and requests and provide customer service and for security reasons and to comply with legal obligations.

When information is provided by schools, we use that information to create an account and to track the number of users on the account for billing purposes. We may use aggregate or de-identified information about the use of the Services for research, analysis, and similar purposes, for example, to better understand how users access and use the Services; to improve the Services; or for other research and analytical purposes.

### **How Do We Share Student Information?**

We are committed to not advertising or marketing to Students or others based on Students' use of the Services. We will not disclose any personal information about Students to third parties, except as described below. We never sell, share, rent, or trade any Student information.

Lucid may share Student personal information with third parties in the following circumstances:

- We will disclose Students' personal information: (1) to each Student's individual teacher(s) and parent(s) or guardian(s); and (2) as directed by the Student's school. In addition, because Students have subscriptions through their school, the Student's teacher(s) and school administrators can see the Student's profile and work. Teachers may share assignments with other students and with other teachers or administrators.
- When we have a parent's or guardian's consent directly or through the school.
- With third-party vendors, consultants and other service providers who are working on our behalf, including those who are hosting our data, and need access to information to carry out their work for us. These entities have agreed to maintain the confidentiality, security, and integrity of the personal information they obtain from us, and will not use personal information for any purpose other than as described in this Policy.
- When Required by law and similar disclosures. We may access, preserve, and disclose your personal information if we believe doing so is required or appropriate to: (1) satisfy any applicable law or regulation, (2) comply with law enforcement requests and legal process, such as a court order or subpoena; (3) respond to your requests; (4) protect your, our, or others' rights, property, or safety; (5) enforce or investigate potential violations of our contract with you; or (6) detect, prevent, or otherwise address fraud, security or technical issues. For the avoidance of doubt, the disclosure of your personal information may occur if you post any objectionable or illegal content through our Services.
- With service providers, advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a financing or corporate transaction in which we are acquired by or merged with another company, or we sell, liquidate, or transfer all or a portion of our assets; provided that a successor entity may only maintain Student personal information subject to these same commitments for the previously collected Student personal information.
- When schools use integrations, like Google Classroom or Canvas, these integrations may receive information needed to provide their services. For example, an assignment created in Lucidchart may be submitted through Canvas. In this case, Canvas would receive the assignment and submission data. The use of Student information by any other service will be governed by the privacy policies of the third-party service and the settings in those services.
- With our corporate affiliates, subsidiaries or parent organizations for any purpose described in this Policy.
- Schools may enable Students to share, publish, or collaborate on boards using our Services. When Schools enable these features, other users will receive access to information Students share or collaborate on (e.g. information in their boards and their name and email address) and third parties may receive information that Students publish, all of which may be redistributed by those users or third parties. Information disclosed using the chat function of the Services may be read, copied, used and redistributed by people participating in the chat.
- With our analytics service providers, including Google Analytics, to collect and process certain analytics data about our Services. These services may also collect information about your use of other websites, apps, and online resources. You can learn more about Google's practices by visiting <https://www.google.com/policies/privacy/partners/>.

### **What Controls Do We Make Available?**

Schools control the personal information shared with us, and are responsible for ensuring that they have any parental consent necessary to share personal information with us and to allow us to collect personal information from Students. In addition, Schools are responsible for monitoring the appropriate use of our Services by Students, including which features are available to their Students.

## **Account Information**

Parents or legal guardians of a Student who is using the Services through their schools can contact the appropriate official at the Student's school to access, review, correct, or delete their Student's personal information or accounts. If the school determines that the request should be implemented, the school may either make the change themselves or submit the request to us.

If you are not sure who to contact at a school, you may contact us at [privacy@lucid.co](mailto:privacy@lucid.co) and we will assist you. When you contact us, we may ask you to provide proof of legal guardianship.

Please note that even if you delete information from your Student's account or deactivate it, we will retain remaining information until you permanently delete the account. We may also retain cached or archived copies of your Student's information or content for a certain period of time.

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

## **Disabling Cookies**

Most web browsers are set to automatically accept cookies, but if you prefer, you can usually choose to set your browser to remove or reject browser cookies. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Visitors to our websites who disable cookies will still be able to browse certain areas of the website, but some features may not be available to you.

Removing or rejecting browser cookies does not necessarily affect third party flash cookies used in connection with our Services. For more information about how to delete or disable flash cookies please visit [www.adobe.com/products/flashplayer/security](http://www.adobe.com/products/flashplayer/security). Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Services.

You can also manage your cookie preferences at any time by clicking the "Cookies" link in the footer of the following webpages: [Lucidchart.com](http://Lucidchart.com), [Lucidspark.com](http://Lucidspark.com), [Lucidscale.com](http://Lucidscale.com), [LucidforEducation.com](http://LucidforEducation.com), or [Lucid.co](http://Lucid.co). Although we do not sell or share information as the concept is defined in the California Consumer Privacy Act (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time ("CCPA"), we give users the option to select "Do Not Sell or Share My Personal Information" in our Cookie Preference Center. Sliding the selector to the right on this feature will shut off all



cookies classified as “Marketing Cookies.” Sliding the selector next to “Marketing Cookies” to the left will turn them back on.

## **Contact Us**

If you have questions or concerns regarding this Policy, please contact Lucid at:

- Email us at: [privacy@lucid.co](mailto:privacy@lucid.co); or
- Write us at: 10355 S Jordan Gateway, Suite 300, South Jordan, UT 84095, Attn: Legal Notice.

# DATA PROCESSING ADDENDUM

## 1. DEFINITIONS.

1.1 **“Controller”** means **“Controller”** or **“Business”** as those terms are defined by applicable Data Protection Legislation.

1.2 **“Customer Personal Data”** means Personal Data that is included in Customer Data. Customer Personal Data does not include Personal Data that Lucid collects to administer the Services.

1.3 **“Data Privacy Framework”** means the EU-US Data Privacy Framework, the Swiss-US Data Privacy Framework, and the UK Extension to the EU-US Data Privacy Framework self-certification programs (as applicable) operated by the U.S. Department of Commerce, as may be amended, superseded, or replaced from time to time.

1.4 **“Data Privacy Framework Principles”** means the Data Privacy Framework Principles and Supplemental Principles contained in the relevant Data Privacy Framework, as may be amended, superseded, or replaced from time to time.

1.5 **“Data Protection Legislation”** means privacy and data protection laws and regulations applicable to Lucid’s Processing of Customer Personal Data in the provision of the Services to Customer, including, as applicable: (a) the GDPR; (b) any legislation which implements or supplements the GDPR; (c) any legislation which implements the European Community’s Directive 2002/58/EC; (d) in respect of the United Kingdom, the Data Protection Act 2018 and the EU GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018; (e) the Federal Data Protection Act of 19 June 1992 (Switzerland) and its implementing regulations; and/or (f) U.S. Privacy Laws; in each case, as may be amended, superseded, or replaced from time to time. If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

1.6 **“Data Subject”** means an individual to whom Customer Personal Data relates.

1.7 **“GDPR”** means the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and any amendment or replacement to it.

1.8 **“Personal Data”** means any data or information that constitutes “personal data,” “personal information,” or any analogous term as defined by applicable Data Protection Legislation.

1.9 **“Process,” “Processing,”** and **“Processed”** have the meaning as defined by

applicable Data Protection Legislation.

1.10 **“Processor”** means **“Processor,” “Service Provider,”** or **“Contractor”** as those terms are defined by applicable Data Protection Legislation.

1.11 **“Sale”** and **“Selling”** have the meaning defined in U.S. Privacy Laws.

1.12 **“Security Incident”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data transmitted, stored or otherwise Processed.

1.13 **“Standard Contractual Clauses”** or **“SCCs”** means the clauses annexed to the EU Commission Implementing Decision 2021/914 of June 4, 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council as amended or replaced from time to time, available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN>.

1.14 **“Supervisory Authority”** will have the meaning ascribed to it in the GDPR.

1.15 **“UK Addendum”** means the addendum to the SCCs issued by the UK Information Commissioner under Section 119A(1) of the UK Data Protection Act 2018 (version B1.0, in force March 21, 2022).

1.16 **“U.S. Privacy Laws”** means U.S. privacy and data protection laws and regulations applicable to Lucid’s Processing of Customer Personal Data in the provision of the Services to Customer, including, as applicable, (a) the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act, and its implementing regulations (**“CCPA”**); (b) Colorado Privacy Act, Colorado Rev. Stat. §§ 6-1-1301 to 6-1-1313; (c) Connecticut Personal Data Privacy and Online Monitoring Act, Public Act No. 22-15); (d) Utah Consumer Privacy Act (Utah Code Ann. §§ 13-61-101 to 13-61-404); and (e) Virginia Consumer Data Protection Act, Virginia Code Ann. §§ 59.1-575 to 59.1-585.

1.17 The terms **“Business,” “Share,”** and **“Service Provider”** as used in this DPA will have the meanings ascribed to them in the CCPA.

1.18 All capitalized terms not defined in this DPA will have the meaning given to them in the Agreement. In the event of any inconsistency or conflict between this DPA and the Agreement with respect to the Processing of Customer Personal Data, the terms of this DPA will govern solely to the extent of such inconsistency or conflict.

## **2. PROCESSING OF DATA.**

2.1 Scope and Purpose of Processing. This DPA applies only where and to the extent Data Protection Legislation governs Lucid’s Processing of Customer Personal Data on behalf of Customer in the course of providing the Services pursuant to the Agreement, including Lucid’s Processing of Customer Personal Data for the nature, purposes, and duration set forth in Appendix I. Lucid will not collect, use, disclose, release, disseminate, transfer, or otherwise communicate or make available to a third-party Customer Personal Data except to provide the Services or as expressly permitted by the Agreement or this DPA.

2.2 Processor and Controller Responsibilities. The parties acknowledge and agree that: (a) Lucid is a Processor of Customer Personal Data under the Data Protection Legislation; (b) Customer is a Controller or Processor, as applicable, of Customer Personal Data under the Data Protection Legislation; and (c) each party will comply with the obligations applicable to it under the Data Protection Legislation regarding the Processing of Customer Personal Data.

2.3 Authorization by Third-Party Controller. If Customer is a Processor, Customer warrants to Lucid that Customer's instructions and actions with respect to Customer Personal Data, including its appointment of Lucid as another Processor, have been authorized by the relevant Controller.

2.4 Customer Instructions. Customer instructs Lucid to Process Customer Personal Data: (a) in accordance with the Agreement, this DPA, any applicable Order, and Customer's use of the Services; and (b) to comply with other reasonable instructions provided by Customer or a User where such instructions are consistent with the terms of the Agreement. Customer will ensure that its instructions for the Processing of Customer Personal Data comply with the Data Protection Legislation. Customer has sole responsibility for the accuracy, quality, and legality of Customer Personal Data and the means by which Customer obtained the Customer Personal Data. Customer will disclose Customer Personal Data to Lucid solely pursuant to a valid business purpose.

2.5 Lucid's Compliance with Customer Instructions. Lucid will only Process Customer Personal Data in accordance with Customer's instructions and will treat Customer Personal Data as Confidential Information. Lucid may Process Customer Personal Data other than on the written instructions of Customer if it is required under applicable law to which Lucid is subject. In this situation, Lucid will inform Customer of such requirement before Lucid Processes the Customer Personal Data unless prohibited by applicable law.

2.6 Assistance with Customer's Obligations. Lucid provides Customer the ability to access, correct, amend, restrict, block or delete Customer Personal Data contained in the Services. Lucid will promptly comply with reasonable requests by Customer to assist with such actions to the extent Lucid is legally permitted and able to do so. Lucid may charge a reasonable fee for any assistance not strictly required by Data Protection Legislation.

2.7 Notification Obligations. Lucid will, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject for access to, correction, amendment, deletion of or objection to the Processing of Customer Personal Data relating to such individual. Lucid will forward such Data Subject request relating to Customer Personal Data to Customer and Customer will be responsible for responding to any such request using the functionality of Services. Lucid will provide Customer with commercially reasonable cooperation and assistance in relation to handling of a Data Subject request, to the extent legally permitted and to the extent Customer does not have access to such Customer Personal Data through its use or receipt of the Services.

2.8 General Authorization for Subprocessors. Customer generally authorizes the use of subprocessors to process Customer Personal Data in connection with fulfilling Lucid's obligations under the Agreement and/or this DPA and explicitly approves the list of subprocessors located at <https://lucid.co/eu-personal-data-sub-processor-list>.

2.9 New Subprocessors. When Lucid engages a new subprocessor to Process Customer Personal Data, Lucid will, at least ten (10) days before the new subprocessor Processes any Customer Personal Data, notify Customer by updating its list of subprocessors located at <https://lucid.co/eu-personal-data-sub-processor-list> and give Customer the opportunity to object to such subprocessor. Customer may sign up on the website to receive notifications of changes to the subprocessor list. If Customer has reasonable grounds to object to Lucid's change in subprocessors related to data protection concerns, Customer shall notify Lucid promptly within thirty (30) business days after receipt of Lucid's notice. Lucid will use reasonable efforts find an acceptable, reasonable, alternate solution; otherwise, Customer may suspend or terminate the

Services.

2.10 Lucid Obligations. Lucid will remain liable for the acts and omissions of its subprocessors to the same extent Lucid would be liable if performing the services of each subprocessor directly. Lucid will contractually impose data protection obligations on its subprocessors that are at least equivalent to those data protection obligations imposed on Lucid under this DPA.

2.11 Location of Customer Personal Data. Customer Personal Data is stored at rest in the data region indicated in the admin panel of the applicable Service with further information available on our subprocessor list. To the extent not stored at rest in the United States, Customer instructs Lucid to transfer Customer Personal Data to the United States for Processing allowed by the Agreement and this DPA.

2.12 Audit Rights. Upon Customer's written request to legal@lucid.co no more than once per year, Lucid will provide a copy of its then most recent third-party audits or certifications, as applicable, or any summaries thereof, such that Customer may reasonably verify Lucid's compliance with the technical and organizational measures required under this DPA. Where required by the applicable Data Protection Legislation, Lucid will allow Customer or a mutually agreed upon independent auditor appointed by Customer to conduct an audit (including inspection), no more than once per year upon eight weeks' notice sent to legal@lucid.co complete with a detailed audit plan describing the proposed scope, duration, and start date of the audit. Lucid will contribute to such audits whose sole purpose will be to verify Lucid's compliance with its obligations under this DPA. The auditor must execute a written confidentiality agreement acceptable to Lucid before conducting the audit. The audit must be conducted during Lucid's normal business hours, subject to Lucid's policies, and may not unreasonably interfere with Lucid's business activities. Any audits are at Customer's sole cost and expense.

2.13 Separate Service. Any request for Lucid to provide assistance with an audit is considered a separate service if such audit assistance requires the use of resources different from or in addition to those required by law. Customer will reimburse Lucid for any time spent for any such audit at rates mutually agreed to by the parties, taking into account the resources expended by Lucid. Customer will promptly notify Lucid with information regarding any non-compliance discovered during the course of an audit.

2.14 Limits on Auditing Party. Nothing in this DPA will require Lucid to disclose to an independent auditor or Customer, or to allow an independent auditor or Customer to access: (a) any data of any other user or customer of Lucid; (b) Lucid's internal accounting or financial information; (c) any trade secret of Lucid; (d) any premises or equipment not controlled by Lucid; or (e) any information that, in Lucid's reasonable opinion, could: (i) compromise the security of Lucid's systems or premises; (ii) cause Lucid to breach its obligations under Data Protection Legislation or the rights of any third-party; or (iii) any information that an independent auditor seeks to access for any reason other than the good faith fulfillment of Customer's rights under the Data Protection Legislation. Customer will contractually impose, and designate Lucid as a third-party beneficiary of, any contractual terms that prohibit any independent auditor from disclosing the existence, nature, or results of any audit to any party other than Customer unless such disclosure is required by applicable law.

### **3. GDPR.**

3.1 Applicability. Section 3 only applies to Lucid's Processing of Customer Personal

Data subject to GDPR.

3.2 Data Privacy Impact Assessments. Lucid will take reasonable measures to cooperate and assist Customer in conducting a data protection impact assessment and related consultations with any Supervisory Authority if Customer is required to do so under Data Protection Legislation.

3.3 International Transfers. The parties will transfer Customer Personal Data internationally only pursuant to a transfer mechanism valid under the Data Protection Legislation or applicable law, i.e. a valid mechanism in the exporting country. For example, in the case of transfers from within the European Economic Area or the United Kingdom to another country, a scheme which is approved by the European Commission or the UK Government as ensuring an adequate level of protection or any transfer which falls within a permitted derogation.

3.4 Transfer Mechanism. In the event there is more than one mechanism to transfer Customer Personal Data from the European Economic Area, United Kingdom, and/or Switzerland to countries which do not ensure an adequate level of data protection under the Data Protection Legislation, the transfer of Customer Personal Data will be subject to a single transfer mechanism in the following order of precedence: (a) the Data Privacy Framework; (b) a valid transfer mechanism approved for transfers of Customer Personal Data from the European Economic Area, United Kingdom, or Switzerland to the U.S.; or (c) the SCCs and/or the UK Addendum, each as applicable.

3.5 Data Privacy Framework. Lucid represents that it is self-certified under the Data Privacy Framework and complies with the Data Privacy Framework Principles when processing Customer Personal Data that is transferred from the European Economic Area, United Kingdom, or Switzerland to the U.S. To the extent that Customer is (a) located in the United States of America and is self-certified under the Data Privacy Framework or (b) located in the EEA, UK or Switzerland, Lucid further agrees (i) to provide at least the same level of protection to any personal data as required by the Data Privacy Principles; (ii) to notify Customer in writing, without undue delay, if Lucid can no longer meet the obligation set forth in (i) or its self-certification to the Data Privacy Framework is withdrawn, terminated, revoked, or otherwise invalidated (in which case, an alternative transfer mechanism will apply in accordance with Section 3.4 above; and (iii) upon written notice, to work with Customer to take reasonable and appropriate steps to stop and remediate any unauthorized processing of personal data.

3.6 European Economic Area Data Transfers. If applicable based on Section 3.4, Lucid and Customer conclude Module 2 (Controller-to-Processor) of the SCCs and, to the extent Customer is a Processor on behalf of a third-party Controller, Module 3 (Processor-to-Subprocessor) of the SCCs, which are hereby incorporated and completed as follows: the "data exporter" is Customer; the "data importer" is Lucid; the optional docking clause in Clause 7 is implemented; Option 2 of Clause 9(a) is implemented and the time period therein is specified in Section 2 of this DPA; the optional redress clause in Clause 11(a) is struck; Option 1 in Clause 17 is implemented and the governing law is the law of the Netherlands; the courts in Clause 18(b) are the courts of Amsterdam, Netherlands; Annex I, II and III to the SCCs are Annex I, II and III to this DPA respectively.

3.7 UK Data Transfers. If applicable based on Section 3.4, Lucid and Customer conclude the UK Addendum, which is hereby incorporated and applies to Customer Personal Data transfers outside the UK. Part 1 of the UK Addendum is completed as follows: in Table 1, the "Exporter" is Customer and the "Importer" is Lucid, their details are set forth in this DPA and the Agreement; in Table 2, the first option is selected and the "Approved EU SCCs" are the SCCs; in

Table 3, Annexes 1 (A and B) to the “Approved EU SCCs” are Annex I, II and III to this DPA respectively; and in Table 4, both the “Importer” and the “Exporter” can terminate the UK Addendum.

3.8 Changes to Transfer Mechanism. If Lucid’s compliance with Data Protection Legislation applicable to international data transfers is affected by circumstances outside of Lucid’s control, including if a legal instrument for international data transfers is invalidated, amended, or replaced, then Customer and Lucid will work together in good faith to reasonably resolve such non-compliance. In the event that additional, replacement or alternative transfer mechanisms, standard contractual clauses or UK standard contractual clauses are approved by Supervisory Authorities, Lucid reserves the right to choose the transfer mechanism of its preference, and amend the Agreement and this DPA by adding to or replacing, the existing transfer mechanism; provided that Lucid will ensure continued compliance with Data Protection Legislation.

3.9 Applicability of the Standard Contractual Clauses. When utilized, the SCCs and the UK Addendum concluded between the parties pursuant to this Section 3 will only apply insofar as strictly necessary for Lucid to comply with the application Data Protection Legislation.

#### **4. U.S. PRIVACY LAWS.**

4.1 Applicability. Section 4 only applies to Lucid’s Processing of Customer Personal Data subject to U.S. Privacy Laws.

4.2 Compliance Assurance. If the provision of information provided pursuant to Section 2.12 above does not fulfil the requirements of the applicable U.S. Privacy Laws, Customer has the right to take reasonable and appropriate steps to ensure that Lucid uses Customer Personal Data consistent with Customer’s obligations under applicable U.S. Privacy Laws.

4.3 Compliance Remediation. Lucid shall promptly notify Customer after determining that it can no longer meet its obligations under applicable U.S. Privacy Laws. Upon receiving notice from Lucid in accordance with this section, Customer may direct Lucid to take reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Data.

4.4 Limitations on Processing. Lucid will Process Customer Personal Data solely as described in the Agreement and this DPA. Except as expressly permitted therein or by the U.S. Privacy Laws, Lucid is prohibited from (a) Selling or Sharing Customer Personal Data, (b) retaining, using, or disclosing Customer Personal Data for any other purpose, (c) retaining, using, or disclosing Customer Personal Data outside of the direct business relationship between the parties, and (d) combining Customer Personal Data with Personal Data obtained from, or on behalf of, sources other than Customer or its Users, except as expressly permitted under applicable U.S. Privacy Laws.

4.5 Deletion Requests. Lucid shall not be required to delete any Customer Personal Data to comply with a Data Subject’s request directed by Customer if retaining such information is specifically permitted by applicable U.S. Privacy Laws; provided, however, that in such case, Lucid will promptly inform Customer of the exceptions relied upon under applicable U.S. Privacy Laws and Lucid shall not use Customer Personal Data retained for any purpose other than provided for by that exception.

4.6 Deidentified Data. In the event that Customer discloses or makes available deidentified data (as such term is defined in the U.S. Privacy Laws) to Lucid, Lucid shall not

attempt to reidentify the information.

4.7 Sale of Data. The parties acknowledge and agree that the exchange of Personal Data between the parties does not form part of any monetary or other valuable consideration exchanged between the parties with respect to the Agreement or this DPA.

## **5. SECURITY.**

5.1 Lucid Personnel. Lucid will inform its personnel engaged in the Processing of Customer Personal Data of the confidential nature of the Customer Personal Data, and subject them to obligations of confidentiality that survive the termination of that individual's engagement with Lucid.

5.2 Third Party Disclosure. Lucid will not disclose Customer Personal Data to any third party unless authorized by Customer or required by law. If a government entity (including a law enforcement agency) or Supervisory Authority demands access to Customer Personal Data, Lucid will attempt to redirect the requestor to request the data directly from Customer or notify Customer prior to disclosure, in each case unless prohibited by law.

5.3 Security. Lucid will implement commercially reasonable technical and organizational measures to safeguard Customer Personal Data taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

## **6. SECURITY INCIDENT.**

6.1 Notification Obligations. Upon becoming aware of any Security Incident affecting Customer Personal Data, the parties shall notify each other without undue delay and shall provide timely updates and information relating to the Security Incident as it becomes known or as is reasonably requested by the other party. Such information will include the nature of the Security Incident, the categories and number of Data Subjects affected, the categories and amount of Customer Personal Data affected, the likely consequences of the Security Incident, and the measures taken or proposed to be taken to address the Security Incident and mitigate possible adverse effects. Lucid's obligations in this Section 6 do not apply to incidents that are caused by Customer or Customer's personnel or Users or to unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

6.2 Manner of Notification. Notification(s) of Security Incidents, if any, will be delivered to one or more of Customer's business, technical or administrative contacts by any means Lucid selects, including via email. It is Customer's sole responsibility to maintain accurate contact information on Lucid's systems at all times. Furthermore, it is Customer's sole responsibility to notify the relevant data protection Supervisory Authority and, when applicable, the Data Subjects of a Security Incident as required under the Article 33 and 34 of the GDPR. Lucid will promptly comply with reasonable requests by Customer to assist it with meeting such notification requirements to the extent Lucid is legally permitted and able to do so.

## **7. TERM AND TERMINATION.**

7.1 Term of DPA. This DPA will remain in effect until, and automatically expire upon, deletion of all Customer Personal Data as described in this DPA or when the Customer no longer maintains an enterprise level account for a Subscription Service.



7.2 Deletion of Customer Personal Data. Lucid will delete Customer Personal Data in its possession in accordance with its automated deletion schedule and back-up policy: (a) if Customer requests that Lucid delete Customer's account and all associated User accounts; or (b) on the date that Customer and all associated Users delete their accounts. Prior to deletion, Lucid will make any Customer Personal Data in its possession available for download by Customer. Lucid has no obligation to retain any portion of Customer Personal Data after such period except to the extent that Lucid is required under applicable law to keep a copy of the Customer Personal Data.

## APPENDIX I

### ANNEX I TO THE STANDARD CONTRACTUAL CLAUSES

#### **A. LIST OF PARTIES**

**Data exporter(s):** *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: Customer

Address: See Customer contact information above.

Contact person's name, position and contact details: Account Owner unless otherwise notified to legal@lucid.co.

Activities relevant to the data transferred under these Clauses: Lucid provides the Services to Customer as described in the Agreement.

Signature and date: Date of physical signature on the Agreement.

Role (controller/processor): Processor on behalf of Customer, or Subprocessor on behalf of third-party Controller

**Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

See Lucid contact information above.

#### **B. DESCRIPTION OF TRANSFER**

##### *1. Categories of data subjects whose personal data is transferred*

Individuals whose Personal Data the Customer's Users upload to or include or embed in documents created using the Services.

##### *2. Categories of personal data transferred*

Any Personal Data that the Customer's Users upload to the Services or reflect in documents created using the Services, typically name and email address.

##### *3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

N/A.

##### *4. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*

Transfers of Customer Personal Data occur when the Customer's Users upload to or include or embed Personal Data in documents created using the Services.

##### *5. Nature of the Processing*

Collecting, storing, duplicating, deleting, disclosing, and otherwise Processing Customer Personal Data as reasonably necessary in connection with the performance of the Services as described in

the Agreement and this DPA.

*6. Purpose(s) of the data transfer and further Processing*

Lucid will Process Customer Personal Data (i) to perform and improve the Services pursuant to the Agreement; (ii) to help ensure security and integrity to the extent the use of Customer Personal Data is reasonably necessary and proportionate for these purposes; (iii) to debug to identify and repair errors that impair existing intended functionality; (iv) to perform services on behalf of Lucid, which may include maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing analytics services, and user outreach; (v) for internal research or analytics for technological development and demonstration; (vi) to undertake activities to verify or maintain the quality or safety of the Services and to improve, upgrade, or enhance the Services; and (vii) as otherwise allowed by the Agreement and this DPA.

*7. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

Lucid will delete all Customer Personal Data 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, the ownership of the free accounts and Customer Personal Data therein will transfer to the Users. Accordingly, information and Customer Personal Data in those free accounts will not be deleted until such accounts are permanently deleted by the User.

*8. For transfers to (sub-) processors, also specify subject matter, nature and duration of the Processing*

For information about transfers to sub-processors see: <https://lucid.co/eu-personal-data-sub-processor-list>.

**C. COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent Supervisory Authority/ies in accordance with Clause 13: Autoriteit Persoonsgegevens.*

The competent authority for the processing of Personal Data relating to Data Subjects located in the UK is the UK Information Commissioner.

**ANNEX II TO THE STANDARD CONTRACTUAL CLAUSES**

**Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of the Data**

The technical and organizational measures are described in Exhibit B (Information Security Program) to the Agreement.

**ANNEX III TO THE STANDARD CONTRACTUAL CLAUSES**

**List of Sub-Processors**

A list of sub-processors can be found at <https://lucid.co/eu-personal-data-sub-processor-list>.