

Lucinda End User License Agreement (EULA)

THIS AGREEMENT GOVERNS YOUR LICENSE AND USE OF OUR SERVICES. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A TRANSACTION AGREEMENT THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

These Terms and Conditions are entered into by your organization ("Client" or "You" or "Your") and Lucinda Technologies ("Lucinda").

1. Definitions

The following definitions shall apply:

"Available Functionality" means the application functionality which is generally available and provided by Lucinda as part of the Service as such program(s) is described on the applicable Lucinda website.

"Client" means the legal entity identified on the relevant Transaction Agreement that enters into the Terms and Conditions with Lucinda.

"Client Data" means all electronic data or information provided by Client to the Service or subsequently retrieved by Client from the Service.

"Confidential Information" means the Available Functionality, the User Guide, the Service, Client Data, and any other information, maintained in confidence by the disclosing party, whether communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and any information that by its form, nature, content or mode of transmission would, to a reasonable recipient, understand to be confidential or proprietary.

"Documentation" means the documentation, technical product specifications and/or user manuals, published by Lucinda that is made generally available with the Services.

"Effective Date" means the date Client sign up for the Service.

"End Date" means the date Client subscription to the Service expires or is terminated earlier in accordance with the terms set forth herein.



“Maintenance Service” means the maintenance and support services provided by Lucinda pursuant to the relevant On Demand support services policy and descriptions located at the applicable Lucinda website.

“Malicious Code” means any harmful program, code or device incorporated into the Service, when operated in its intended manner, the result is (i) corruption of data stored or processed by the Service or deactivation or disabling of the Service or other hardware or software; or, (ii) the cessation of processing by the Service, or other hardware or software.

“Transaction Agreement” means the applicable online order form(s) or other ordering document accepted by Lucinda for the Service that is licensed to Client.

“Production” means the “live” environment of the Service provided by Lucinda and/or Lucinda’s third-party provider to Client.

“Service” or **“SaaS”** means the provision by Lucinda or a third-party provider of an online, web-based version of the Available Functionality for access to and usage by Client as described in the User Guide. Any service or material provided by Lucinda hereunder may be provided by a third-party provider(s).

“Service Level Terms and Conditions” or **“SLAs”** means the measurements and service levels set forth in Exhibit A, designed to provide an objective measurement of Lucinda’s performance of the Service.

“Support website” means the Lucinda Internet website, <https://www.luci.com.au> as updated from time to time.

“Term” means the initial term between the Effective date and the End Date. At the end of the Term the Service will automatically renew at Lucinda’s then current list price unless terminated by you in accordance with these Terms and Conditions.

“User Guide” means the online user manuals for the Service and for the Available Functionality accessible via the Support website.

2. Provision of the Service

Lucinda agrees to provide the Service to Client in accordance with these Terms and Conditions. Client acknowledges and agrees that its Service subscription is not contingent upon the delivery of any future functionality or features. Lucinda hereby provides Client a non-transferable and non-exclusive right to access and use the Service for the sole purpose of supporting its internal business operations. The number and type of Authorized Use for the Service and associated fees due and payable are set forth on the Transaction Agreement. Additional Authorized Use, or a different level of Service, if available, shall require an additional Transaction Agreement or Amendment to the original Transaction Agreement to be submitted to Lucinda together with payment of the applicable additional fees.

a) User License: The Service is provided to the Client on a named user basis such that the Client must purchase one license for each user that may access and use the Service at any time. The Service may only be used by Client, at no time shall there be more than one licensee for this license or can it be shared with other organizations.

b) Lucinda may replace the Available Functionality that is generally available to customers of Lucinda with alternative, materially similar, functionality which functionality shall thereafter be considered as the Available Functionality. From time to time, additional functionality may be offered by Lucinda with respect to the Service at an additional fee. Such additional functionality will be offered and agreed under an additional Transaction Agreement.

3. Third Party Software, Hardware, Interfaces

Third party provided links to any software, hardware or other services which are associated with, or otherwise available through the Service shall be accessed and used by Client in their sole discretion. Lucinda shall have no responsibility or liability with respect to Client's access to or use of such items or any such services or for any act or omission of any such third-party provider.

4. Limitations and Processes

Lucinda's delivery of the Service shall be excused as a result of Client's (i) failure to comply with its obligations as set forth herein; (ii) failure to provide Lucinda with information reasonably deemed by Lucinda to be necessary to assist Lucinda in its performance under these Terms and Conditions; or (iii) delay, prevention or interference with Lucinda's performance under these Terms and Conditions. Client shall provide information as requested. Client will utilize the Lucinda Support website, or other site or notification mechanism as Lucinda may designate from time to time, to notify Lucinda of Service availability issues, request other in-scope technical support assistance, or for Client's designated Senior Approver (defined below) to provide approvals or other responses.

5. Maintenance Services

Lucinda shall provide Maintenance Services as long as Client is current in payment of applicable fees pursuant to the Transaction Agreement and is otherwise materially compliant with the terms and conditions of these Terms and Conditions. In order to continue receiving Maintenance Services from Lucinda, Client may be required to upgrade to third-party-supported applications, and operating systems as specified in the Lucinda User Guide and/or other Lucinda published or designated user documentation (the "User Documentation"), as applicable. If Client decides to implement optional "client" technologies as part of these Terms and Conditions, Client is responsible for the successful installation and implementation of such "client" technologies within its environment as specified in the Documentation, as applicable. Client's technical support requests must contain all available information,

in English, including but not limited to, Client Name, Subdomain, problem severity, operating system/release, platform, problem description, and a technical contact familiar with Client's environment or the problem to be solved. Client shall ensure the Support Contacts described in Section 6 below are available to provide Lucinda with relevant and requested information, data gathering and testing necessary to assist with the resolution of any issue. Client shall execute diagnostic routines, if provided by Lucinda, and will promptly inform Lucinda of the results. Client shall communicate with Lucinda to verify the existence of the problem and to provide information about the conditions under which the problem could be duplicated.

6. Client Responsibilities.

Client will provide to Lucinda the information that is requested by Lucinda including, but not limited to the following:

a) Client is responsible for all activities that occur in, or are related to, user accounts and for compliance with these Terms and Conditions. Client shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data; (ii) prevent unauthorized access to, or use of, the Service, and shall notify Lucinda promptly of any unauthorized access or use; and (iii) comply with all applicable local, state, federal and territorial laws in accessing and using the Service.

b) Client shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as otherwise contemplated by these Terms and Conditions; (ii) send spam or otherwise duplicative or unsolicited messages; (iii) send or store infringing, obscene, threatening, or otherwise unlawful material that is harmful to children or violates third party privacy rights; (iv) send or store Malicious Code; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (vi) attempt to gain unauthorized access to the Service or its related system or networks; or (vii) use the Service with any Lucinda program or functionality which is not set forth on a Transaction Agreement.

c) Client represents that (i) it is responsible for compliance with all applicable data protection and privacy protection requirements; (ii) it is duly authorized to provide personal data to Lucinda and it does so lawfully in compliance with relevant legislation, (iii) Lucinda and any entity within the Lucinda group of companies (each a "Lucinda Entity") or its subcontractors may process such data and are doing so solely as a data processor and not a data owner and (iv) Lucinda may disclose such data to any Lucinda Entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin.

7. Warranty

a) Mutual Warranty: Each party represents and warrants that it has the legal power to enter into these Terms and Conditions.

b) Lucinda Warranty: Lucinda represents and warrants that (i) it owns or otherwise has sufficient rights in the Service to grant to Client the rights to access and use the Service granted herein; (ii) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; and (iii) the Service shall perform materially in accordance with the User Guide. Lucinda DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS WILL BE CORRECTED OR THAT THE AVAILABLE FUNCTIONALITY WILL RUN ERROR FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR SATISFACTORY QUALITY, OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY LUCINDA AND LUCINDA MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO ANY HARDWARE EQUIPMENT OR THIRD PARTY SOFTWARE WHICH LUCINDA MAY USE TO PROVIDE THE SERVICE. The “SLAs” set forth in Exhibit A shall be Client’s sole and exclusive remedies for any breach of such SLAs.

c) Client Warranty: Client represents and warrants that Client and those providing data and information to Client, have the right to transmit to Lucinda, and receive from Lucinda, any data, material or records that are required to enable Lucinda to perform the Service and any other of Lucinda’s obligations under these Terms and Conditions. Client represents and warrants that it is responsible for all activities that occur in Client’s accounts, Client’s use of the Service and of the Work Product and for any Client user’s compliance with these Terms and Conditions.

8. Limitation of Liability

a) Except for death or personal injury caused by the negligence or wilful default of Lucinda, and subject to Sections 8.b and 8.c, Lucinda's liability to Client for direct damages, loss or liability for any cause whatsoever, except as otherwise stated in this Section 8, and regardless of the form of action will be limited to the total amount of fees paid by the Client over a period of 12 months prior to the date that the damage occurred for the Services that caused the damage or gave rise to the cause of action.

b) Lucinda’s liability for damage to tangible personal or real property due to the negligence of Lucinda shall be limited in aggregate to the sum of AU\$500 per event or series of related events.

c) THE REMEDIES PROVIDED IN THESE TERMS AND CONDITIONS ARE THE EXCLUSIVE REMEDIES OF THE PARTIES. IN NO EVENT SHALL LUCINDA BE LIABLE TO THE PARTNER OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT, OR OTHERWISE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR UNFORESEEABLE LOSS, DAMAGE OR EXPENSE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OR CORRUPTION OF DATA, HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED.



9. Client Data

a) As between Lucinda and Client, Client exclusively owns all rights, title and interest in and to all Client Data. Client Data is deemed Confidential Information under these Terms and Conditions. Lucinda shall not access Client's User accounts, or Client Data, except (i) in the course of data centre business operations including, but not limited to product management, capacity planning and reviewing user experience (ii) response to service or technical issues or (iii) at Client's request. Recovery of any Client Data deleted by Client shall be the responsibility of Client and not the responsibility of Lucinda.

b) Client Data shall be stored by Lucinda and/or by Lucinda's third-party providers. Subject to Lucinda's responsibilities as set forth in Section 12 hereof, entitled "Confidentiality", Lucinda will not be responsible for any unauthorized access to or alteration, theft or destruction of Client Data through accident, fraudulent means or devices, or any other method, unless such access, alteration, theft or destruction is caused as a direct result of Lucinda's gross negligence or intentional misconduct, in which case Lucinda's commercially reasonable efforts to restore or recover Client Data shall be limited to the most recent back-up of Client Data.

c) Lucinda is not responsible for loss of Client Data arising from Client's: (i) a Client transmission not in accordance with the User Guide; or, (ii) failure to act on any Lucinda provided communication.

d) Client's data may be deleted due to termination or suspension of the Service.

e) To the extent that any Client Data contains third party information, files or data, it is solely Client's responsibility to properly notify or obtain any applicable third-party consent.

10. Fees and Payment

Fees are based on the Service purchased pursuant to the Transaction Agreement and not actual usage. Client may not decrease usage during the term. Decreases are only permitted at the end of the then current term and take effect during the following term. Payment obligations are non-cancellable, fees paid are non-refundable, and the number of subscriptions purchased cannot be decreased. Fees for the Service plus any applicable taxes will be billed in accordance with the Transaction Agreement. Client further agrees that until and unless you notify Lucinda of your desire to cancel any or all services received, those services will be billed on a recurring basis. Cancellations are effective at the end of your then current committed term. Client agrees to pay any applicable VAT, sales tax, import and custom duties and any other applicable taxes (collectively "Taxes") in addition to the fees. Lucinda may charge interest of one per cent (1%) per month compounded for the entire overdue period or the maximum amount allowed by law if undisputed fees are not paid by the due date. If Client's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Lucinda reserves the right to suspend or terminate the Service

provided to Client, without liability, suspensions are effective until such amounts are paid in full. Lucinda reserves the right to charge for the Service or any portion thereof, modify the pricing of, add to, or discontinue the Service or any portion thereof without prior notice. From time to time Lucinda makes available certain value-added services for a fee. Should you elect to use such services, you agree to pay the required fee as specified in the services registration and purchase pages. If you elect not to pay any fees charged by Lucinda, Lucinda shall have the right to cease providing those services to you. Lucinda reserves the right to modify the pricing of these services at any time without prior notice.

11. Indemnification

a) Client shall defend and indemnify Lucinda from and against all Claims made or brought against Lucinda arising out of Client's use of the Service. Further, Client shall defend, indemnify and hold Lucinda harmless against any Claims made or brought against Lucinda alleging that the Client Data, materials or records, or Client's use of the Service in violation of these Terms and Conditions, infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that Lucinda (a) promptly gives written notice of the Claim to Client; (b) gives Client sole control of the defence and settlement of the Claim; and (c) provides to Client, at Client's cost, reasonable assistance.

b) Each party shall indemnify the other against all damages, fees, fines, judgments, costs and expenses incurred as a result of a Claim alleging a bodily injury or death which arises from the provision of the Service, provided that such liabilities are the proximate result of intentional tortious misconduct on the part of the indemnifying party.

12. Confidentiality

a) For purposes of these Terms and Conditions, the "Disclosing Party" means the party that transmits or otherwise communicates Confidential Information to the Receiving Party. The "Receiving Party" shall be the party that receives the Confidential Information from the Disclosing Party.

b) The following is not considered to be Confidential Information: (i) information which the Receiving Party has been authorized in writing by the Disclosing Party to use without restriction; (ii) information which was rightfully in the Receiving Party's possession or rightfully known to it prior to receipt of such information from the Disclosing Party; (iii) information which was rightfully disclosed to the Receiving Party by a third party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any improper action or inaction by the Receiving Party; and (v) information which is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information.

c) The Receiving Party shall use the Disclosing Party's Confidential Information only for the purposes set forth in these Terms and Conditions, and shall cause its employees, agents, financial advisors and attorneys and users, if any, to maintain such Confidential Information in complete confidence, and shall disseminate such Confidential Information only on a need-to-know basis. The Receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the Disclosing Party shall be given prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the other party to obtain a protective order.

d) The Receiving Party agrees, at any time upon request of the Disclosing Party or upon any termination of these Terms and Conditions, to return to the Disclosing Party all Confidential Information in its possession or confirm the destruction thereof.

e) In the event of a breach of this Section, the Disclosing Party may not have an adequate remedy at law. Thus, the parties agree that the Disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance or any other form of equitable relief. For the Available Functionality and the Service, the foregoing obligations of this Section are perpetual and shall survive termination. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

13. Proprietary Rights

Lucinda and its licensors shall retain all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to the Available Functionality, the Service and to all Lucinda intellectual property and any enhancements, modifications or derivatives thereof. Client may not distribute, promote, or otherwise use any information or materials relating to the Available Functionality or the Service for any external use without the express prior written consent of Lucinda or as otherwise specifically permitted herein. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted hereunder is exchanged between the parties. Client shall not (i) modify, copy or create derivative works based on the Available Functionality or the Service; (ii) frame or mirror any content forming part of the Available Functionality or the Service, other than on Client's own intranets or otherwise for its own internal business purposes in accordance with the provisions of these Terms and Conditions; (iii) reverse engineer the Available Functionality or the Service; or (iv) access or use the Available Functionality or the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Available Functionality or the Service. Lucinda shall have the right to own any and all rights to, and to use or incorporate into the Available Functionality and the Service, any suggestions, enhancement requests, recommendations or other feedback provided by Client or its authorized users relating to the operation or use of the Service.

14. Disaster Recovery

Disaster recovery procedures will be performed by Lucinda and/or by Lucinda's third-party providers in the case of a Force Majeure Event (defined below). If a Force Majeure Event occurs and this impedes Lucinda's ability to backup Client Data from the prior 24 hours, Client acknowledges and agrees that such data may not be recoverable and accepts responsibility for re-entry of such data.

15. Termination

A party may terminate the Terms and Conditions for cause: (i) upon 30 days written notice to the other party of a material breach of these Terms and Conditions if such breach remains uncured at the expiration of such period (or if such cure is not reasonable within the 30 days, and commercially reasonable steps have not been taken to cure the situation) after which time period written notice of termination is given to the breaching party; or, (ii) if a party becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against a party, other than for the purposes of solvent reconstruction. Lucinda may terminate these Terms and Conditions without cause upon sixty (60) days prior written notice to Client. If Lucinda discovers that any Client Data is inaccurate, incomplete or not current, or if Lucinda determines, in its sole discretion, that Client is not an appropriate subscriber or user of the Service, Lucinda may immediately terminate Client's right to access, receive, use and license the Service and its related software.

16. Audit

Lucinda, or a Lucinda designated third party may, during normal business hours, on reasonable advance notice describing the purpose and scope of the request, in a manner that does not unreasonably interfere with the business operations Client, audit Client's use of and access to the Services to verify Client's compliance with the provisions of these Terms and Conditions.

17. Miscellaneous

a) Client may not assign this agreement, the use of the Available Functionality, the Service or any other of its rights and obligations under these Terms and Conditions. This Terms and Conditions shall be binding on the parties hereto and their respective successors and assigns. Lucinda shall have the unrestricted right to assign all of its rights and obligations under these Terms and Conditions.

b) Lucinda is not and shall not be deemed to be an agent or contractor of Client or any other parties. The Terms and Conditions shall not be deemed to confer or delegate upon Lucinda any discretionary authority or discretionary control on behalf of Client. Client is not and shall not be deemed to be an agent or contractor of Lucinda. The Terms and Conditions shall not be deemed to confer or delegate upon Client any discretionary authority or discretionary control with regard to Lucinda's conduct of its business.

c) Lucinda shall be excused from performance of its obligations pursuant to these Terms and Conditions for any period and to the extent that it is prevented from performing such obligations, in whole or in part, as a result of delays caused by Client or a third party, or an act of God, severe weather, hurricanes, earthquakes, flood, war, civil disturbance or civil commotion, court order or any other cause over which Lucinda does not have direct control, including internet or communication problems (including internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Lucinda's possession or reasonable control), third party hardware or software errors, computer viruses or similar harmful programs or data, or unauthorized access or theft (a "Force Majeure Event").

d) Client specifically consents to receive e-mails and marketing materials from Lucinda, its affiliated companies and authorized vendors but may opt out at any time.

e) We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Service after the posting of the changes. It is Your responsibility to check these Terms and Conditions regularly.

f) Client agree not to bring or participate in any class action lawsuit against Lucinda or any of its employees or affiliates. Client agree not to bring a claim under these Terms more than two years after the expiration of these Terms. The failure of Lucinda to partially or fully exercise any right shall not prevent the subsequent exercise of such right. The waiver by Lucinda of any breach shall not be deemed a waiver of any subsequent breach of the same or any other term of these Terms. No remedy made available to Lucinda by any of the provisions of these Terms is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and in addition to every other remedy available at law or in equity.

g) Client acknowledges and agrees that Lucinda is in the business of document and client relationship management solutions and that Lucinda may provide such services to third parties, including any competitors of Client, which are the same or similar to the Services provided to Client hereunder.

h) Lucinda and Client agree that all other agreements, proposals, purchase orders, representations and other understandings, whether oral or written, related to the Service are superseded in their entirety by these Terms and Conditions. No alteration or modification of these Terms and Conditions will be valid unless made in writing and signed by the parties.

i) The sections entitled "Warranty; Limitation of Liability," "Client Data," "Fees and Payment," "Indemnification," "Confidentiality," "Proprietary Rights" and Client's obligation to pay any outstanding fees due hereunder shall survive termination of these Terms and Conditions.



18. Account Information and Security

Access to and use of portions of the Service will require you to have an account with Lucinda. You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify Lucinda immediately of any unauthorized use of your account or password, or any other breach of security. However, you will be responsible for losses incurred by Lucinda or any other user of the Service due to someone else using your account.

You, not Lucinda, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all your data, and Lucinda shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of this data. You shall not knowingly send or store spam, unlawful, infringing, obscene, or libellous material, or viruses, worms, Trojan horses and other harmful code.

You may not use anyone else's account at any time without the express permission and consent of the holder of that account. Lucinda cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

By providing us with your email address, you agree to receive all required notices electronically, to that email address. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

19. Third Party Interactions and Links to Other Sites

This Service may contain certain third-party content, products or services and links to independent third-party websites ("Third-Party Materials"). These Third-Party Materials are provided solely as a convenience to users of the Service. Such Third-Party Materials are not under Lucinda's control, and Lucinda is not responsible for and does not endorse such Third-Party Materials, including any information or materials contained on such Third-Party Materials. You will need to make your own independent judgment regarding your interaction with these Third-Party Materials. Lucinda's privacy policy is applicable only when you are using the Service. Once you choose to link to another website or use a third-party's products or services, you should read that third-party's terms of service and privacy statement before using the products or services or disclosing any personal information.

During use of the Service, you may enter into correspondence with, submit a request for quote (pricing and availability), purchase goods and/or services from, follow a vendor or user, or participate in promotions, sweepstakes or contests of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. Lucinda and its

licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, request for quote (pricing and availability), promotions, sweepstakes or contests between you and any such third party. Lucinda does not endorse any sites on the Internet that are linked through the Service. Lucinda provides these links to you only as a matter of convenience, and in no event shall Lucinda or its licensors be responsible for any content, products, or other materials on or available from such third-party sites. Lucinda provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different licenses or other terms prior to your use of or access to such software, hardware or services.

20. Programming Interfaces

At Lucinda's discretion, the Software or Server Services may provide programming interfaces or other software interfaces ("API") which may include applications of third parties or of the Customer ("Third-party Software") that can communicate with the Software or respectively the servers of Lucinda. Lucinda may change or switch off APIs at any time without any obligation or liability to Customer. The respective provider shall be responsible for the Third-party Software. The provisions of this Contract shall not apply to any such Third-party Software and Lucinda shall have no liability for any Third-party Software.



Exhibit A: Service Level Terms and Conditions

Service Levels

- a) The measurements and service levels set forth below are designed to provide an objective measurement of Lucinda's performance of the Service.
- b) The following items will not be considered as a part of the calculation of uptime and Lucinda will be relieved of responsibility for any liability due to:
- (i) Force Majeure Events as defined in the Terms and Conditions
 - (ii) Outages resulting from Scheduled Downtime, including Lucinda's upgrading of data centre infrastructure
 - (iii) Outages arising from Client's network being inaccessible
 - (iv) Domain Name Server (DNS) issues outside of the control of Lucinda
 - (v) Client's acts or omissions (including acts or omissions of a third party), including, without limitation, custom configuration, scripting, coding, negligence, failure to timely perform or provide relevant assistance, information or infrastructure required of Client, or its negligence or wilful misconduct
 - (vi) Internet outages, or other third-party infrastructure outages which hinder access to Lucinda's environment
 - (vii) Outages requested by Client
 - (viii) Changes by Client, or its agents, to Client's environment which are not communicated to Lucinda and which adversely impact Lucinda's ability to perform the Service.
- c) Lucinda endeavours to provide the following Target Service Level: Production uptime is greater than or equal to 99.5%
- 