



## CHANNEL PARTNER AGREEMENT

This CHANNEL PARTNER AGREEMENT (this “**Agreement**”) is entered into as of acceptance by Partner through a Lucid website or acceptance of an Order referencing these terms (the “**Effective Date**”) by and between Lucid Software Inc., a Delaware corporation, with offices at 10355 South Jordan Gateway, Suite 150, South Jordan, UT 84095 (“**Lucid**”) and the entity identified below or on an Order referencing this Agreement (“**Partner**”) (each a “**Party**”, and together the “**Parties**”) and describes the terms and conditions pursuant to which Lucid will make the Services (as defined below) available for re-sale by Partner.

### 1. DEFINITIONS

For the purposes of this Agreement, in addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings ascribed to them as follows:

- 1.1. “**Affiliate**” means an entity that controls, is controlled by, or under common control with, a Party. For purposes of this definition control means at least 50% ownership of the equity of the applicable entity.
- 1.2. “**Customer(s)**” means entities to which Partner has re-sold Services.
- 1.3. “**Customer Data**” means all electronic data or information submitted by Customers to the Services.
- 1.4. “**EULA**” means Lucid’s then-current end-user terms of service setting forth the terms and conditions of an end user’s permitted use of Services found at <https://www.lucid.co/tos>.
- 1.5. “**Fees**” means the fees (as specified in each Order) payable by Partner to Lucid for the re-sale of the Services to Customers.
- 1.6. “**Non-Lucid Applications**” means online applications and offline software products provided by entities or individuals other than Lucid and that interoperate with the Services.
- 1.7. “**Order**” means the documents for placing orders pursuant to this Agreement that are entered into between Lucid and Partner from time to time. Orders shall be deemed incorporated into this Agreement by reference.
- 1.8. “**Partner Quota**” means the minimum amount of net new ARR (new and expansion licenses only) that the Partner must purchase from Lucid during the Exhibit Term (as defined below), if applicable and as set forth on Exhibit A. For avoidance of doubt, subscription renewals do not count towards the Partner Quota calculation.
- 1.9. “**PO**” means purchase order.
- 1.10. “**Services**” means Lucid’s internet-delivered, cloud-hosted, software as a service offering(s) described in an Order, which may include one or more of Lucid’s core products and/or premium add-ons.
- 1.11. “**Site**” means the website through which Customer accesses the Services, including, as applicable, [www.lucidchart.com](http://www.lucidchart.com), [www.lucidspark.com](http://www.lucidspark.com), or [www.lucidforeducation.com](http://www.lucidforeducation.com).
- 1.12. “**Subscription**” means an annual subscription to access and use the Services purchased by a Customer.
- 1.13. “**Users**” means individuals authorized or invited by Customer or one of Customer’s Users to access and use the Service pursuant to the EULA, for whom Subscriptions to the Services have been ordered pursuant to this Agreement, and who have been supplied user identifications and passwords by Partner (or by Lucid).

### 2. PARTNER PROGRAM SERVICES

- 2.1. **Provision of Services.** Conditioned on the provisions in this Agreement and payment of the applicable Fees, Lucid hereby appoints Partner, and Partner hereby accepts, for the Term (as defined below) (unless terminated as provided in this Agreement), a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to (a) act as a Lucid approved reseller of the Services set forth on Exhibit A, (b) promote and resell the Services to Customers solely for use under the EULA, and (c) use the Free Licenses provided to Partner described in Exhibit A subject to the terms and conditions of the EULA and solely to demonstrate the Services in connection with such promotion and resale. Partner shall market, promote and resell the

Services to Customers and potential Customers at its own expense and using its own efforts with its own personnel. Partner may not, without Lucid's express written permission, promote or sell the Services to (or through) sub-distributors or additional resellers.

- 2.2. **Lucid Responsibilities.** Lucid shall make the Services available to Partner for resale to Customers pursuant to this Agreement and in accordance with the number of Users and time periods specified in an Order. Lucid shall be entitled to change the Services during the Term provided that Lucid will not materially reduce the capabilities provided by the Services without giving prior notice to Partner.
- 2.3. **Partner Responsibilities.** At all times during the term of and in accordance with this Agreement and at its own cost, Partner shall (a) ensure that Customers receive, are aware of, and accept the terms and conditions of the EULA before accessing or using the Services as evidenced by execution of the acknowledgment set forth in Exhibit B which shall be included as an attachment submitted with any net new Customer's Order, and will promptly notify Lucid of any unauthorized use of the Services of which Partner becomes aware, (b) advertise, promote, market, and distribute the Services to Customers using Partner's reasonable efforts to maximize the distribution of, subscription revenues from, and User satisfaction with, the Services and to reflect favorably on Partner's and Lucid's reputations, (c) before publicly disseminating or using any advertising, promotional, or marketing materials for the Services not provided by Lucid, provide such materials to Lucid for approval, it being understood and agreed that Lucid's failure to approve or reject such materials within 30 days of receipt thereof does not constitute deemed approval of such materials, (d) give Lucid prompt written notice to [legal@lucidchart.com](mailto:legal@lucidchart.com) of any notice, complaint, or claim of which Partner becomes aware concerning any service issues, complaints, or data security breach related to use of the Services or sale of the Services under this Agreement, (e) deal with Customers honestly and fairly, (f) maintain appropriate administrative, physical, and technical safeguards for the protection of the privacy, security, confidentiality, and integrity of all Customer Data, including User personal information, (g) comply, and ensure that its employees, agents, and contractors comply, with all applicable laws, including those regarding data privacy and security, required data breach notifications, and personal information, (h) perform the additional undertakings set forth on Exhibit A, and (i) provide prompt notice to Lucid when Partner becomes aware of any actions by any third party which could reasonably be expected to violate any of Lucid's intellectual property rights.
- 2.4. **Marketing and Training.** Lucid will furnish to Partner online or print documentation, tools and other items to the extent Lucid generally furnishes such information to its other resellers of the Services. Partner will use such items only in furtherance of its obligations under this Agreement. Partner may participate in any training generally offered and made available by Lucid without charge to its other resellers for access and use of the Services. Partner will bear all costs and expenses incurred by it or its personnel in attending such training.
- 2.5. **Use of Logos and Trademarks.** Lucid grants Partner a non-exclusive, non-transferable, non-sublicensable, limited license to use the trademarks, service marks, trade names, and logos provided by Lucid and the Sites (collectively, "**Trademarks**") solely in connection with its promotion and resale of the Services, provided that such Trademarks are used without modification in the form provided by Lucid and otherwise in accordance with the guidelines and requirements communicated by Lucid from time to time. All uses of the Trademarks, and all goodwill associated therewith, will inure solely to the benefit of Lucid. Any additional use of Lucid's Trademarks in advertising or promotional materials requires Lucid's advance written approval. Partner will not private label or brand the Services with Partner's name or logo or that of a third party, but may use Partner's logo or brand together with the Trademarks; provided that such use is not confusing to Customers or other third parties as determined in Lucid's sole discretion. Partner may not use the Trademarks in any way that may dilute, tarnish, or otherwise diminish the Trademarks' distinctiveness, or jeopardize the reputation of or goodwill associated with the Trademarks, the Services, or Lucid or the validity or Lucid's ownership of the Trademarks or the registrations thereof.
- 2.6. **Mutual Obligations.** Neither Party shall by way of statement, act or omission, discredit or reflect adversely upon the reputation of or the quality of the other Party or the products or services provided by the other Party.
- 2.7. **Limitations.** Partner shall not (and shall not authorize any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services or otherwise attempt to derive or gain access to the source code of the software; (b) circumvent any user limits or other timing, use or functionality restrictions built into the Services; (c) remove any proprietary notices, labels, or marks from

the Services; (d) frame or mirror any content forming part of the Services; (e) access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Services; (f) adopt or register any brand names, logos, trade names or trademarks that are confusingly similar to the Trademarks; or (g) use the Services or Lucid's Confidential Information in any manner or for any purpose beyond the scope of the license granted in this Agreement or that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

- 2.8. **Non-Exclusive Relationship.** For purposes of clarity, Lucid reserves the right to (a) sell and distribute to and solicit orders from any Customer, end user, distributor, remarketer, dealer, reseller, sales representative or other channel, and for any purposes, and (b) appoint other partners, distributors, resellers, and sales representatives to sell the Services.
- 2.9. **Partner's Use of Agents and Subcontractors.** Partner may, with Lucid's prior written consent, appoint agents to market, promote and/or resell the Services, provided that Partner shall continue to be responsible for all of its duties and obligations under this Agreement and for any acts or omissions of any of its agents, and Partner shall be liable to Lucid for all losses, costs, damages and expenses of any nature, that Lucid may sustain or incur as a result or in connection with any act or omission of any Partner agent. Partner will not delegate performance of any of its obligations under this Agreement (other than to its agents) without Lucid's prior written consent.
- 2.10. **Lucid Affiliates.** Lucid may use one or more of its Affiliates to perform its obligations under this Agreement, provided that such use will not affect Lucid's obligations hereunder.

### 3. PARTNER PORTAL SETUP AND OPERATION

- 3.1. **Registration on the Partner Portal.** In order to participate as a reseller of Lucid Services, Partner is required to register as an official reseller of Lucid on the Partner Portal ([lucid.co/partners](https://lucidchart.co1.qualtrics.com/jfe/form/SV_8Gq7kTOiTCRkS22)).
- 3.2. **Partner Requests.** Requesting quotes, registering leads or deals and submitting orders and POs must be done through the Partner Portal ([https://lucidchart.co1.qualtrics.com/jfe/form/SV\\_8Gq7kTOiTCRkS22](https://lucidchart.co1.qualtrics.com/jfe/form/SV_8Gq7kTOiTCRkS22)). Lucid will review and assess each request submitted by Partner and Partner will supply any additional information reasonably requested by Lucid concerning such request. Lucid will be under no obligation to accept a request and may decline to accept a request for any commercially reasonable reason, including, but not limited to, because the request contains errors or incomplete information or documentation, the proposed customer is already a Lucid customer, or Lucid is prohibited by law from doing business with the proposed customer. Lucid will notify Partner within a reasonable time if Lucid does not approve the submitted request.
- 3.3. **Billing Customers.** Partner will be responsible for managing the billing relationship with the Customer.
- 3.4. **Acquisition of Non-Lucid Applications.** If Partner wants to utilize or resell interoperability with a Non-Lucid Application, Partner and/or Customer may need to purchase a subscription for such Non-Lucid Application. Lucid is not responsible for the Non-Lucid Applications and any use thereof is subject to the end user license or other use agreement that Partner and/or Customer accepts from or establishes with the third party. Lucid has no liability with respect to procurement or use of Non-Lucid Applications.

### 4. PAYMENT TERMS AND TAXES

- 4.1. **Fees.** For each Order accepted by Lucid in accordance with Section 3, Partner will pay Lucid the current list price for each end user license minus the applicable discount set forth in Exhibit A. For avoidance of doubt, the Fees are for annual Subscriptions to the Services only and must be paid in full in advance. No discounts will apply to Subscriptions for different time periods or to additional products that Lucid may offer. Pricing is subject to change in Lucid's sole discretion; provided that Lucid will notify Partner in writing of changes to its applicable fee list, and such changes will become effective 30 days following such notice. Except as otherwise stated in this Agreement (a) Fees are based on User licenses purchased for the Services and not actual usage, (b) payment obligations are non-cancelable and Fees paid are non-refundable, and (c) the number of Subscriptions purchased cannot be decreased during the relevant subscription term stated on the applicable Order.
- 4.2. **Customer Pricing and Responsibility.** All fees, rates or charges charged by Partner to Customers for the

Services shall be determined solely by Partner but must be within the parameters set forth in Exhibit A, if applicable. In connection with such activities, Partner will act in all respects for its own account and will be responsible for such matters as credit verification, deposits, billing, collection, bad debts and any unauthorized use of the Services by or on behalf of Customers.

- 4.3. **Payment Terms.** Unless otherwise set forth on the invoice, Partner will pay all amounts due under this Agreement in U.S. Dollars within 30 days from the invoice date pursuant to the payment terms on the invoice. Billing disputes must be notified to Lucid in writing within 30 days from the invoice date. Except as prohibited by law, Lucid may charge a late fee of 1.5% (or the highest rate permitted by law, whichever is less) per month on past due undisputed amounts. If Partner requires a purchase order, vendor registration form, or other documentation, such requirement will in no way relieve, affect or delay Partner's obligation to pay any amounts due hereunder.
- 4.4. **Suspension of Services and Acceleration.** If any amount owing by Partner under this Agreement is ten (10) or more days past due, Lucid may, upon five (5) days' written notice, without limiting Lucid's other rights and remedies and in its sole discretion, (a) suspend provision of the Services to Partner and the applicable Customers until such amounts are paid in full, or (b) cancel the applicable Order(s) or subsequent renewal.
- 4.5. **Taxes.** The Fees payable under this Agreement do not include local, state or federal taxes or duties of any kind. Except for taxes based on the income or gross receipts of Lucid, all such taxes (if any) will be assumed and paid by Partner. Partner will collect all applicable taxes from Customer. Partner may be able to avoid certain taxes upon furnishing to Lucid satisfactory evidence of exemption.
- 4.6. **Resale Only.** Partner represents that all Subscriptions ordered under this Agreement are acquired solely for Customers without intervening use by Partner. Partner acknowledges that the Fees set forth in this Agreement have been established in reliance upon such representation, and that different fees may apply to Subscriptions ordered for any other purpose. Upon Lucid's request, Partner will furnish evidence of such purpose (including but not limited to satisfactory evidence of exemption from retail sales, use, or similar taxes that may otherwise apply to the transactions under this Agreement).

## 5. CUSTOMER RELATIONSHIP

- 5.1. **Subscription Renewals.** Customer subscriptions will automatically renew unless Lucid is notified at least thirty (30) days prior to the end of the then-current annual subscription term. During the term of this Agreement, Partner will be entitled to the renewal discount on the renewal Fees as stated in Exhibit A if a Customer renews its account and Partner has met its Partner Quota in the prior contracted 12-month period.
- 5.2. **Collection of Customer Payments.** As between the Parties, Partner will be responsible to collect payment for subscriptions from Customers. The Fees payable by Partner under this Agreement are regardless of any discounts, promotions or refunds Partner provides to Customers. If Partner and Lucid mutually agree for Partner to refund any subscription fees paid by a Customer, Lucid will refund to Partner a proportional amount of the Fees paid by Partner within thirty (30) days of such mutual agreement (provided that Partner has issued a corresponding refund to the Customer). For avoidance of doubt, Lucid has no obligation to provide billing support directly to Customers.
- 5.3. **End User Pricing.** Partner will not publish or advertise any prices for the Services inconsistent with those described in Exhibit A in any generally available public communication, such as a website, sales brochure, advertisement, or marketing collateral.
- 5.4. **Support.** Partner will promptly notify Lucid of any service issues or complaints it receives from its Customers regarding the Services. Lucid will use commercially reasonable efforts to assist Partner with support inquiries and questions about the Services. Partner will direct Customers to submit support issues to [support@lucidchart.com](mailto:support@lucidchart.com) or [support@lucidspark.com](mailto:support@lucidspark.com), as applicable.

## 6. CONFIDENTIALITY

- 6.1. **Definition.** "Confidential Information" means non-public, proprietary, business, technical, security, legal, or financial information that is either marked or identified as Confidential Information or would reasonably

be understood to be confidential, including information about products, processes, services, trade secrets, marketing and business plans, client lists, financial information, system architecture, security programs, and intellectual property. 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 by the receiving Party of this Agreement; (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.

- 6.2. Use and Disclosure of Confidential Information.** Each Party may be given access to Confidential Information of the other Party in connection with this Agreement. The receiving Party may only use this Confidential Information as provided for in this Agreement or to exercise its rights hereunder and may only share this Confidential Information with its employees, agents, advisors and service providers who need to know it, provided they are subject to similar confidentiality obligations. The receiving Party will use the same degree of care, but no less than a reasonable degree of care, as such Party uses with respect to its own Confidential Information to protect the disclosing Party's Confidential Information and to prevent any unauthorized use or disclosure thereof. If the receiving Party is compelled by law to disclose the other Party's Confidential Information, it shall provide the disclosing Party with 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.

## **7. WARRANTIES**

- 7.1. Partner.** Partner represents, warrants and agrees that (a) it has obtained all licenses, authorizations and permits to perform its obligations herein, (b) it will diligently and continuously market the Services in compliance with the Agreement, (c) it will not state or imply to Customers that it is, or is part or an Affiliate of, Lucid, or hold itself out as an employee or franchisee of Lucid, (d) make any warranties or representations with respect to the Services beyond those made directly to the Customer by Lucid in the EULA, and (e) it is not entering into this Agreement for the purposes of benchmarking or competitive purposes.
- 7.2. Lucid.** Lucid represents, warrants and agrees that it will use commercially reasonable efforts to provide the Services to the Customers.
- 7.3. Each Party.** Each party represents and warrants that (a) it has the necessary authority to enter into this Agreement and discharge its obligations hereunder, (b) neither this Agreement nor its performance of its obligations hereunder shall knowingly place it in breach of any other contract or obligations nor shall it knowingly make the other party liable to any third party claim of interference with contract or business expectancies or intellectual property rights infringement or proprietary rights infringement or any related or similar claims.
- 7.4. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LUCID MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING ANY NON-LUCID APPLICATION WITH WHICH THE SERVICE MAY INTEROPERATE. For avoidance of doubt, Partner cannot make a direct claim for a breach of warranty provided under the EULA relative to the Services but shall have the right to make a claim for breach of warranty only to the extent that Partner has been made a party in a legal proceeding alleging that Partner has breached the specific warranties expressly provide by Lucid to Customer under the EULA.

## **8. OWNERSHIP; FEEDBACK.**

- 8.1.** Except for the limited rights and licenses expressly granted under this Agreement, Lucid (and its licensors) retain all right, title and interest in and to (a) the Services, the technology and software used to provide the Services, and any electronic and print documentation it makes available with the Services (including all intellectual property and proprietary rights therein), and (b) the Trademarks. Partner agrees that all feedback and any suggestions for enhancement that Partner provides concerning the Services

(“**Feedback**”) will be owned by Lucid without any obligation of compensation. Partner is not required to provide Feedback and Lucid is not required to use or incorporate Feedback into any of its products or Services. Except for the rights to resell and access the Services specifically granted in this Agreement, nothing in this Agreement licenses or transfers to anyone (including Partner) any of Lucid’s intellectual property or other proprietary rights.

## 9. INDEMNITY

**9.1. By Partner.** Partner will defend, indemnify and hold harmless Lucid, Lucid’s Affiliates, their respective officers, directors, and employees from and against any and all losses, liabilities, expenses and claims (including reasonable attorneys’ fees) incurred by Lucid that arise out of a third-party claim related to (a) the acts of Partner, its employees or its agents, including, without limitation, claims by third parties against Lucid as a result of Partner’s: (i) representation of the Services in a manner inconsistent with Lucid’s published Services descriptions or representations expressly approved by Lucid in writing; (ii) breach of Section 12.7 (“Compliance with Laws”); (iii) use or distribution of the Services inconsistent with the terms of this Agreement or the EULA, or (b) Partner’s gross negligence, fraud, or willful misconduct.

**9.2. By Lucid.** Lucid will defend, indemnify and hold harmless Partner, Partner’s Affiliates, their respective officers, directors, and employees from and against any and all losses, liabilities, expenses and claims (including reasonable attorneys’ fees) incurred by Partner that arises out of a third-party claim alleging (a) the Services infringe or misappropriate any third-party intellectual property rights, or (b) Lucid’s gross negligence, fraud, or willful misconduct. Notwithstanding the foregoing, Lucid will not be obligated to indemnify Partner if an infringement or misappropriation claim arises from: (a) a Customer’s or Partner’s misuse of the Service; or (b) Customer’s or Partner’s use of the Services in combination with any products, services, or technology provided by a third party or a modification of the Services by Customer, Partner or any third party, if the Services or use thereof would not infringe without such combination or modification. If a third-party infringement or misappropriation claim is made or threatened, Lucid may, in its sole discretion: (i) replace or modify the infringing Service so that it is non-infringing (but functionally equivalent); or (ii) procure the right for Partner to continue its use of the Services. If Lucid determines that none of these alternatives is reasonably available, Lucid may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Partner.

**9.3. Process.** The party seeking indemnification (the “**Indemnified Party**”) will provide the other party (the “**Indemnifying Party**”) prompt written notice upon becoming aware of any claim subject to indemnification hereunder (a delay in providing notice does not excuse these obligations unless the Indemnifying Party is prejudiced by such delay) and reasonable cooperation to the Indemnifying Party in the defense, investigation or settlement of any claim at the Indemnifying Party’s expense. The Indemnifying Party will have sole control of such defense, provided that the Indemnified Party may participate in its own defense at its sole expense. The Indemnifying Party may not settle a claim without the Indemnified Party’s consent if such settlement imposes a payment or other obligation on the Indemnified Party. This section sets forth the Indemnifying Party’s sole liability to, and the Indemnified Party’s exclusive remedy for, any type of claim or action described in this Section.

## 10. TERM AND TERMINATION

**10.1. Term.** Unless earlier terminated as provided herein, this Agreement will begin on the Effective Date and remain in full force and effect for one (1) year (the “**Initial Term**”). Thereafter, this Agreement will automatically renew for additional one (1) year terms (each, a “**Renewal Term**”) unless either party provides at least thirty (30) days’ written notice of non-renewal prior to the end of the Initial Term or Renewal Term (as applicable). The Initial Term, together with any Renewal Terms (if any), will be collectively referred to as the “**Term.**” Partner acknowledges that, after the Term, it will be entitled to no further compensation for Subscriptions, including renewals of Subscriptions for which it originally submitted an Order.

### 10.2. Termination.

10.2.1. Either Party may terminate this Agreement if the other party commits a material breach of this Agreement and does not cure such breach within thirty (30) days of receiving written notice of the breach;

10.2.2. Either Party may immediately terminate this Agreement upon the other Party ceasing to operate

in the ordinary course, making an assignment for benefit of creditors, or becoming the subject of any bankruptcy, liquidation, dissolution, or similar proceeding that is not resolved within 60 days of filing; or

10.2.3. Lucid may terminate this Agreement for any reason or no reason at any time by providing thirty (30) days prior written notice of termination to Partner.

**10.3. Effect of Termination.** Upon termination or expiration of this Agreement for any reason: (a) all rights and licenses granted to Partner under this Agreement will terminate; (b) Partner will immediately return to Lucid all Lucid documentation, code, and other Confidential Information of Lucid then in its possession (including all copies thereof) and will cease using any Trademarks or other designations of Lucid; and (c) any terms that are expressly stated to survive or by their nature survive termination or expiration hereof, will survive (including Sections 5.2 and 5.3 (with respect only to payments accrued but unpaid as of termination), and Sections 6, 8, 9, 10.3, 11, and 12). For clarity, subject to payment of all fees due, any rights granted to a Customer for the provision of the Services to such Customer under an Order before the date of termination of this Agreement will survive in accordance with the terms of the Order regardless of termination of this Agreement.

## **11. LIMITATION OF LIABILITY**

**11.1.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (REGARDLESS OF THE BASIS OR TYPE OF CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) FOR ANY LOST PROFITS, REVENUES OR DATA, BUSINESS INTERRUPTION, DEPLETION OF GOODWILL, OR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. EXCEPT FOR A PARTY'S (A) PAYMENT OBLIGATIONS TO THE OTHER PARTY UNDER THIS AGREEMENT, (B) GROSS NEGLIGENCE, FRAUD, OR WILFUL MISCONDUCT, (B) INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 9, (C) A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (D) BREACH OF THE OBLIGATIONS IN SECTION 12.7 ("COMPLIANCE WITH LAWS") OF THIS AGREEMENT, (E) A PARTY'S BREACH OF SECTION 8 ("OWNERSHIP; FEEDBACK"), OR (F) PARTNER'S BREACH OF SECTION 2.5 ("USE OF LOGOS AND TRADEMARKS"), EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) WILL NOT EXCEED THE FEES PAID AND PAYABLE TO LUCID UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

## **12. GENERAL**

**12.1. Governing Law.** This Agreement and any disputes or claims arising out of or in connection with the same are governed by, and construed in accordance with, the laws of the State of Utah, without regard to its conflicts of law rules, and each Party consents to exclusive jurisdiction and venue in the state and federal courts located in Salt Lake County to settle such disputes or claims.

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

**12.3. Injunctive Relief.** Each Party acknowledges that any breach, threatened or actual, of the confidentiality or intellectual property obligations hereunder may cause irreparable injury to the other Party for which there may not be an adequate remedy at law. Therefore, upon any such breach or threat thereof, the Party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.

**12.4. Notices.** Any notice by a Party hereunder will be in writing and either personally delivered, sent via e-mail or delivered by first-class mail, postage prepaid, addressed to the other Party at the address specified herein as may be updated in accordance with this Section. It is Partner's responsibility to ensure that a current email address is associated with their account. All notices will be in English.

**12.5. Assignment.** Partner shall not assign or otherwise transfer this Agreement or any rights or obligations

hereunder, in whole or in part, whether by operation of law or otherwise, to any other party without Lucid's prior written consent. Lucid shall have the right to assign this Agreement without restriction. Any other purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

- 12.6. Waiver and Amendment.** Any waiver of this Agreement 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 this Agreement will not constitute a waiver of such right or provision or of any other right or provision. Any modification, or amendment of this Agreement must be in writing and signed by authorized representatives of both Parties.
- 12.7. Compliance with Laws.** Each party shall comply with all applicable laws and regulations regarding the general conduct of business and its obligations hereunder, including without limitation all relevant anti-corruption and anti-bribery laws, including the UK Bribery Act and the Foreign Corrupt Practices Act, and privacy laws such as The General Data Protection Regulation. Partner agrees to fully comply with all export, re-export and import restrictions and regulations of all agencies and/or authorities of any applicable countries, and not to transfer, authorize the transfer of, or grant access to, directly or indirectly, the Services to a prohibited country or otherwise in violation of any restrictions or regulations, or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. To the extent any director, employee, direct or indirect owner, representative, consultant or agent who is or will be involved in Partner's obligations pursuant to this Agreement, is a government official or a close family member of a government official, Partner has disclosed such fact in writing to Lucid. Lucid may and Partner shall cooperate, if Lucid requests any further information regarding such relationship. At Lucid's request, Partner will certify compliance with this Section in writing. Partner shall promptly inform Lucid in writing upon becoming aware of any violation of this Section. Partner hereby acknowledges and agrees that any violation by Partner of this Section will constitute a material breach of this Agreement. In the event of such a violation, Lucid will have the right to terminate this Agreement, without any liability whatsoever to Partner, immediately upon providing written notice of termination. Termination of this Agreement by Lucid under this Section shall be in addition to, and not in lieu of, Lucid's other legal rights and remedies.
- 12.8. General.** This Agreement, and any exhibits, Orders, or documents referred to in it, constitute the entire agreement between the Parties and supersede all prior or contemporaneous representations, agreements or understandings (written or verbal) relating to the subject matter hereof. If any terms are found to be invalid or unenforceable, the remaining terms of this Agreement 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. Neither Party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control (e.g., technology malfunctions or acts of God). This Agreement may be signed in counterparts and by facsimile or PDF. This Agreement may be provided in different languages; however, the English version will control.



## Exhibit A - Partner Terms

[Exhibit to be separately provided by Lucid partner team]

This Exhibit A amends and supplements the Channel Partner Agreement found at [insert URL], as updated from time to time (the “**Agreement**”), between Lucid Software Inc. (“**Lucid**”) and the entity identified below (“**Partner**”), and will be incorporated by reference into, and subject to the terms and conditions of, the Agreement.

1. Effective date of Exhibit A is the date of the last signature below.
2. Term of Exhibit A - 12 months from the effective date above (the “**Exhibit Term**”). After expiration of the Exhibit Term, the Parties will sign a new Exhibit.
3. The following terms will apply during the Exhibit Term:
  - a. “**Initial Partner Tier**”: \*
  - b. If Partner achieves its’ Partner Quota within the Exhibit Term and has met all of the other requirements of the program, Partner may request that it be moved to a different tier. Lucid will evaluate Partner’s request in its sole discretion. If accepted, the rights and obligations of the new tier will take effect from the date Lucid notifies Partner of the change in tier. The Exhibit Term will not change.

	<b>Tier 3</b>	<b>Tier 2</b>	<b>Tier 1</b>
<b>Partner Quota</b>	\$* net ARR	\$* net ARR	\$* net ARR
<b>Discounts</b>			
<b>New/Expansion Licenses:</b>	*%	*%	*%
<b>Renewal Licenses*</b>	*%	*%	*%
<b>Minimum Number of Trained Reps</b>	*	*	*
<b>Free Licenses to Partner’s Team</b>	*	*	*
<b>NOTE*</b>	Beginning in year 2, the applicable renewal discount is only available to Partner if the Partner Quota for new and expansion licenses is met in the prior 12-month contracted period.		

- Partners are eligible to sell Team and Enterprise plans only. Partners may sell plans on annual terms only and all deals are subject to the terms of this Exhibit and the underlying Agreement.
  - By invoicing Lucid at the discounted Partner price, and then invoicing the Customer at 100% list price, you will capture the greatest pricing margin. In no event may Partner sell Lucid products for more than list price + 20%.
4. Registering a Lead or Deal
    - Partners may register an active lead or deal through Lucid’s Partner Portal [https://lucidchart.co1.qualtrics.com/jfe/form/SV\\_8Gq7kTOiTCRkS22](https://lucidchart.co1.qualtrics.com/jfe/form/SV_8Gq7kTOiTCRkS22) to secure deal protection.
    - Once you have submitted the lead or deal, it will be reviewed by Lucid in accordance with Section 3.2 of the Agreement.

- An accepted lead or deal registration provides assurance that Lucid's sales team will not be a competitor in the same deal.
- Order status can be tracked in the Partner Lead Tracking Sheet under the 'My Deals' tab for leads or deals pending acceptance.

5. Submitting and Order

- When a Customer has confirmed their purchase of Lucid Services, you can submit the Order through the Partner Portal.
- Once you have submitted the Order, it will be reviewed by Lucid in accordance with Section 3.2 of the Agreement.
- Order status can be tracked in the Partner Portal under the 'My Deals' tab for Orders pending acceptance, and 'My Opportunities' tab for accepted Orders.
- Once an Order is accepted, the Customer's licenses will be provisioned and Partner will receive an invoice from Lucid's billing system.
- Lucid will make commercially reasonable efforts to process Orders within 2 US business days from order submission.
- Per section 2.3 of the Agreement, if you are submitting an Order for a new Lucid Customer, you must also submit Exhibit B signed by an authorized representative of the Customer acknowledging our EULA. Orders for new customers will not be processed with a signed Exhibit B.

6. Additional Partner Obligations

- Partner agrees to train the minimum number of sales representatives related to the Initial Partner Tier or revised tier within 30 days of the effective date of this Exhibit or any change to Partner's tier. Partner agrees to maintain the minimum number of trained reps required for Partner's applicable tier in accordance with the table above.
- Partner will complete all enablement tasks prior to being accepted as an official Lucid partner.
- The free licenses granted to Partner are subject to Lucid's EULA (<https://www.lucid.co/tos>) and shall be used in accordance with Section 2.1 of the Agreement.

ACCEPTED AND AGREED TO BY THE AUTHORIZED REPRESENTATIVE OF EACH PARTY:

**Partner Entity Name:** \_\_\_\_\_

**Lucid Software Inc.**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Notices: Attn: Legal notices

\_\_\_\_\_

10355 South Jordan Gateway, Suite 150

\_\_\_\_\_

South Jordan, Utah 84095

E-mail: \_\_\_\_\_

E-mail: legal@lucidchart.com

**Exhibit B - Customer Acknowledgement**

1. The undersigned represents and warrants to Lucid Software Inc. (“**Lucid**”) that:
2. He/she is an authorized representative of the entity listed below and has the authority to bind such entity.
3. He/she acknowledges and agrees that any purchase of products or services from Lucid are subject to Lucid’s online terms of service found at <https://www.lucid.co/tos> unless your entity has signed a separate agreement with Lucid for provision of such products and services. These terms may be amended from time to time by Lucid in its sole discretion and the current version will apply to all future purchases and renewals.

**Entity Name:** \_\_\_\_\_

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_