

Jigsaw24 Lucidlink Cloud Order Form - Terms and Conditions

The terms of this Contract shall be accepted upon receipt of a valid PO. This Contract is subject to, and shall incorporate the terms and conditions contained in, and the Jigsaw24 Business Terms & Conditions ([Business Terms & Conditions](#)). The Terms and Conditions within this Contract and the Jigsaw24 Business Terms & Conditions override all other terms and conditions agreed between the parties.

Jigsaw24 Cloud Order Form Supplemental Terms and Conditions

1. Definitions and Precedence

- 1.1. Unless otherwise specified below all capitalised words in these supplemental terms and conditions ("Cloud Terms and Conditions") will have the meaning ascribed to them in the Jigsaw24 Standard Business Terms and Conditions (the "Agreement").
 - 1.1.1. "Cloud Services" means any Cloud offering provided by the Supplier to the Customer.
 - 1.1.2. "Contract" means these Cloud Terms and Conditions, the Agreement, and any Third Party Specific Conditions (set out in the Contract or provided directly by the Third Party Cloud Provider(s) or the Supplier to the Customer).
 - 1.1.3. "Jigsaw24 Business Terms and Conditions" means Jigsaw24's standard terms and conditions as stated at <https://www.jigsaw24.com/business-terms-and-conditions>.
 - 1.1.4. "Third Party Cloud Provider" means any third party who provides cloud based or similar services to the Supplier for resale from time to time.
 - 1.1.5. "Third Party Specific Conditions" means the conditions specified by the Third Party Cloud Provider(s) or as set out in the Contract (including Appendix A below) or as provided directly by the Third Party Cloud Provider(s) or by the Supplier to the Customer.
- 1.2. The provisions set out in these Cloud Terms and Conditions are to be read in conjunction with the Agreement as well as in conjunction with the Third Party Specific Conditions. The set of those terms together (referred to as the "Contract" as defined above) shall apply to the provision of Cloud Services. If there is any inconsistency between these Cloud Terms and Conditions, the Agreement and the Third Party Specific Conditions, the inconsistency shall be resolved in the following order or priority:
 - 1.2.1. these Cloud Terms and Conditions - first;
 - 1.2.2. the Third Party Specific Conditions – second; and
 - 1.2.3. the Agreement third.
- 1.3. Contract and Service scope
 - 1.3.1. Critical for the service scope agreed between the Parties are the Third Party Specific Conditions and the related SLAs including all rights, obligations, limitations of liability, restrictions and service descriptions as stipulated in.
 - 1.3.2. The Customer is obliged to review the scope of the services comprehensively with respect to its needs and requirements and to be aware of all terms and conditions applicable to the use of services, including obligations applying to the Customer and its users as well as specific features, characteristics, specifications, restrictions and potential risks potentially resulting from the use of the Services. Choosing a specific cloud service, Customer confirms that it has taken into account and evaluated the specific limitation of liabilities applicable to the services according to the Third Party Specific Conditions.

2. Order process

- 2.1. Cloud Services can be ordered via your Jigsaw24 Account Manager. All orders are subject to terms and conditions laid down in the Contract in the priority as mentioned above. Orders once placed with the Supplier shall be non-cancellable by the Customer.
- 2.2. The Supplier reserves the right not to accept an order from the Customer (at its sole option).

- 2.3. The Supplier reserves the right to refuse or delay the provision of the Cloud Services to the Customer if fees have not been paid when due and payable and the Supplier shall not accept any liability arising in relation to the refusal or delay in provision of the Cloud Services in these circumstances.

3. Customer obligations

The Customer shall:

- 3.1. be responsible for using the service above the agreed and ordered user metric and will be liable for any kind of over-usage;
- 3.2. be responsible for the back-up and removal of any data from the Cloud Services in the event of cancellation/termination of the Cloud Services;
- 3.3. not use the Cloud Services in any situation where failure or fault of the Cloud Services could lead to death or serious bodily injury of any person or to physical or environmental damage. For example, the Customer may not use, or permit any other person to use, the Cloud Services in connection with aircraft or other modes of human mass transportation, nuclear, or chemical facilities or medical life support devices;
- 3.4. shall use reasonable security precautions in connection with access and use of the Cloud Services;
- 3.5. shall cooperate with the Supplier's (or its Third Party Cloud Provider's) reasonable investigation of any Cloud Services outages, security problems and any suspected breaches of the Contract;
- 3.6. avoid deceptive, misleading or unethical practices that are, or might be, detrimental to the Supplier, the Third Party Cloud Providers or the public;
- 3.7. fully comply with all applicable Third Party Specific Conditions;
- 3.8. keep itself fully informed and up-to-date with any Third Party Specific Conditions that are released or notified to the Customer by the Company and/or the Third Party Service Provider from time to time;
- 3.9. if the Customer intends to save or in any way process personal data via the Cloud Service, acknowledge and accept all risks associated with usage of such Cloud Service and the Customer shall ensure that it as data controller obtains and maintains all appropriate consents and permissions (where relevant) from data subjects in relation to any processing of their personal data as may be necessary for the use of a Cloud Service;
- 3.10. comply at all times with all applicable laws, including but not limited to data protection regulations.
- 3.11. not use the Cloud Services in any way that infringes the Intellectual Property Rights of any other third party (save where such infringement arises as a result of the underlying Cloud Service provided); and
- 3.12. the Customer accepts responsibility for the selection of the Cloud Services to achieve its intended results.

4. Provision and suspension of the Services

- 4.1. The Customer acknowledges that the Supplier is reliant on the provisioning of the Cloud Services from Third Party Cloud Providers, which the Supplier does not control. The Supplier makes no representation, guarantee or warranty about the Third Party Cloud Provider's ability to provide continuity of Cloud Services; or reliability, credit rating or solvency.
- 4.2. The Supplier shall be entitled to suspend the provision of the Cloud Services (or part thereof) (at its sole option) and, subject to the provisions set out in clause 9, without liability to the Customer for any of the following reasons:
 - 4.2.1. in order to comply with any legal or regulatory obligation or request or order from a law enforcement or competent judicial, governmental, supervisory or regulatory body;
 - 4.2.2. if the Supplier reasonably believes that the Cloud Services are being provisioned and/or used in breach of any provision of the Contract (or any third party specification attributable to those Cloud Services) by the Customer;
 - 4.2.3. if the Customer does not cooperate with the Supplier's reasonable investigation of any suspected violation of the Contract;
 - 4.2.4. if the Supplier has reasonable ground to suspect that the Customer has acted or will act fraudulently, unlawfully, in

a criminal way or in a way that could prejudice the Supplier, a Third Party Cloud Provider, or any software provider;

- 4.2.5. in the case of any Force Majeure event;
 - 4.2.6. in case of violation by the Customer of any contractual, legal, regulatory, statutory or administrative obligation;
 - 4.2.7. at any time in the Supplier's sole discretion, if the Customer has not paid any due and payable invoices or amounts;
 - 4.2.8. if the Supplier is informed by the Customer that its administration credentials used to access/order Cloud Services have been compromised or the Supplier has reason to believe that the same have been compromised;
 - 4.2.9. for specific Customer accounts where agreed by the parties and to the extent technically possible;
 - 4.2.10. if the Supplier establishes or has reasonable grounds to believe that (i) the Customer impairs or endangers the operational availability of the Supplier's systems, or the Third Party Cloud Provider's systems or the Cloud Services; (ii) such action is necessary to prevent or protect against fraud, tricks, tampering, schemes, false or invalid numbers, false credit devices, electronic devices or any other fraudulent means or devices; (iii) such action is necessary to protect the Supplier, the Third Party Cloud Providers, or any software providers against actual or potential adverse financial effects;
 - 4.2.11. if the Customer fails or refuses to provide information as required under the Contract, or provides false information, regarding the Customer's creditworthiness, its past or current use of the Cloud Services, the jurisdictional nature or characteristics pertaining to its use or planned use of the Cloud Services;
 - 4.2.12. where necessary for the maintenance of any Cloud Service or any system through which the Product and/or Services are ordered, operated or accessed. The Company will use its reasonable endeavours to post in advance a notification as to the maintenance (subject to any notice period provided to it by its Third Party Cloud Providers). In such circumstances the Customer shall then be responsible for conveying the details of and period of the maintenance to the End Users; and
 - 4.2.13. upon suspension of the Cloud Service by the Third Party Cloud Provider.
- 4.3. The Supplier shall use all reasonable efforts to limit the suspension period in cases where the Customer is not responsible for the suspension.
 - 4.4. In the case of suspension for any of the causes referred to in this clause above and subject to the provisions set out in clause 9, the Supplier shall not be held liable for any loss or damage arising from or related to such suspension. To the extent applicable under local law, the suspension of the Cloud Services or provision of the Products defined herein does not relieve the Customer of its obligation to pay the Supplier for the Cloud Services.
 - 4.5. Further the Supplier shall close and or delete any Customer account and associated data from its online databases upon providing the Customer with prior written notice of the same.
 - 4.6. Upon termination of a Cloud Service (for whatever reason) the Customer shall:
 - 4.6.1. return all of the Supplier's and Third Party Cloud Provider's goods and materials within ten (10) Business Days following the date on which the termination becomes effective;
 - 4.6.2. refrain from using any other property (including without limitation) any Intellectual Property Rights of the Supplier and/or the Third Party Cloud Provider;
 - 4.6.3. no longer present itself as having any kind of professional or contractual relationship with the Supplier and/or the Third Party Cloud Provider.

5. Third Party Cloud Provider Insolvency

- 5.1. If a Third Party Cloud Provider enters into any type of insolvency, administration, receivership, liquidation, creditor arrangement or becomes the subject of winding up proceedings ("Insolvency Event") the Supplier may terminate or temporarily suspend the

provision of the Services. The Supplier shall inform Customer of an Insolvency Event without undue delay.

- 5.2. If the Supplier suspends the provision of the Cloud Services it shall use reasonable endeavours to engage a new service provider on materially similar terms within a reasonable period.
- 5.3. The Customer recognises that the Supplier will be an ordinary creditor of the Third Party Cloud Provider if an Insolvency Event occurs, the Supplier will use reasonable endeavours to obtain repayment of any fees paid by the Customer in respect of Services not yet performed by the Third Party Cloud Provider.
- 5.4. Except where such liability may not be limited by law the Supplier shall not be held responsible for any loss, additional payments, damage or inconvenience the Customer may suffer from suspension or termination of the Cloud Services in accordance with this clause 5.

6. Representations and Warranties

- 6.1. The Customer represents and warrants to the Supplier that:
 - 6.1.1. all information it has provided and will provide in connection with the Contract, including any information provided through any online portal or other administration device or function is true, correct and complete;
 - 6.1.2. it has not been and is not currently the subject of any investigation or legal proceeding of any kind in relation to spamming or the violation of any consumer protection or deceptive trade practices law or regulation; and
 - 6.1.3. in entering into this Agreement or the Contract it does not and will not violate any agreement or obligation existing between it and any third party.
- 6.2. The Supplier makes no representation or warranty to the Customer regarding the Cloud Services except as set out in the Contract. To the extent permitted by the applicable law, the Supplier disclaims any and all warranties of merchantability, fitness for a particular purpose, freedom from viruses or other harmful elements, accuracy, reliability, availability, non-infringement and timeliness.
- 6.3. If requested by the Third Party Cloud Provider, the Customer agrees that the Supplier may assign any rights under the Contract to the Third Party Cloud Provider.

7. Intellectual Property Rights

- 7.1. Unless otherwise agreed by the Supplier, all Intellectual Property Rights in and to the Cloud Services and/or outputs from the Cloud Services (except for the data and proprietary material of the Customer) belong, and shall belong, to the Supplier and/or its licensors (including without limitation the Third Party Cloud Providers).
- 7.2. The Customer shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of the Supplier (or its licensors including without limitation the Third Party Cloud Providers) and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.
- 7.3. Unless otherwise expressly set out in the Third Party Specific Conditions the Supplier makes no representation or warranty as to the validity or enforceability or non-infringing nature of the Intellectual Property Rights in the Cloud Services.
- 7.4. The Customer shall not:
 - 7.4.1. use any of the Trade Marks in any way which might prejudice their distinctiveness or validity or the goodwill of the Supplier (or Third Party Cloud Provider as applicable);
 - 7.4.2. use in relation to the Cloud Services any trademarks other than the Trade Marks without obtaining the prior written consent of the Supplier; or
 - 7.4.3. use any trademarks or trade names so resembling any trademark or trade names of the Supplier (or Third Party Cloud Provider) as to be likely to cause confusion or deception.
- 7.5. Other than the licences expressly granted under the Contract, neither party grants any licence of, right in or makes any assignment of any of its Intellectual Property Rights. In particular, except as expressly provided in these Cloud Terms and Conditions, the Customer shall have no rights in respect of any trade names

or Trade Marks used by the Supplier (or the Third Party Cloud Provider) in relation to the Cloud Services or their associated goodwill, and the Customer hereby acknowledges that all such rights and goodwill shall inure for the benefit of and are (and shall remain) vested in, the Supplier (or Third Party Cloud Provider as applicable).

- 7.6. The Customer shall promptly give notice in writing to the Supplier in the event that it becomes aware of:
 - 7.6.1. any infringement or suspected infringement of the Trade Marks or any other Intellectual Property Rights in or relating to the Cloud Services; and
 - 7.6.2. any claim that any Product and/or Service or the manufacture, use, sale or other disposal of any Product or Service, whether or not under the Trade Marks, infringes the rights of any third party.
- 7.7. The Customer will not, unless specifically provided for in this Agreement or required by applicable law, directly or indirectly, (a) register, reproduce, sub-license, distribute or dispose of any of the Supplier's, the Third Party Cloud Providers or any software provider's Intellectual Property Rights; (b) alter, create derivative words of, edit, modify or revise the Supplier's, the Third Party Cloud Providers or any software provider's Intellectual Property Rights; (c) rent, lease, loan, electronically transfer or otherwise make available the Supplier's, the Third Party Cloud Providers or any software provider's Intellectual Property Rights to its customers; (d) reverse engineer, reverse compile, decompile or disassemble the Supplier's, the Third Party Cloud Providers or any software provider's Intellectual Property Rights in whole or in part; or (e) permit any other party to any of the foregoing.
- 7.8. For the sole purpose of the performance of the Contract, the Supplier (and any relevant Third Party Cloud Provider) is hereby granted a non-exclusive and non-transferable free-of-charge licence to use, process and store the items provided to them.

8. Indemnification

- 8.1. If the Supplier or the Third Party Cloud Provider, any software provider whose Cloud Services are provided under the Contract, are faced with a legal claim by a third party arising out of the Customer's actual or alleged negligence, breach of law, or breach of Customer's obligation under this Contract, then the Customer will pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine or other amount that is imposed on those indemnified as a result of the claim. In addition the Customer shall indemnify and hold the Supplier harmless from any loss, damage or costs arising from any claim including any cost of defending the claim (including reasonable legal fees) and any damages award, fine or other amount that is imposed as a result of the claim.
- 8.2. The obligations under this clause include claims arising out of the acts of omissions of the entities referred to in this clause and any person who gains access to the Cloud Services as a result of the Customer's failure to use reasonable security precautions even if the acts or omissions were not authorised by the Customer. The Customer shall also pay reasonable legal fees and other expenses it may incur in connection with any dispute.

9. Limitation of liability

- 9.1. The Customer acknowledges and agrees that:
 - 9.1.1. any limitation of liability set out in the Agreement shall apply as an aggregated total in respect of the Contract;
 - 9.1.2. where a claim by the Customer relates exclusively to Cloud Services provided by one particular Third Party Cloud Provider as identified in the order of a certain Cloud Service, the Supplier's total liability in respect of such a claim shall be the amount which the Supplier is able to recoup from the Third Party Cloud Provider in respect of that particular claim (subject to any limitations of liability specified by that Third Party Cloud Provider) – the Parties agree this amount to be the typically foreseeable damage. The liability provisions of the Third Party Cloud Provider are specified in the Third Party Specific Conditions;
 - 9.1.3. the Customer shall be deemed to have agreed to these Third Party Specific Conditions by placing an Order with the Supplier. For the avoidance of doubt this amount shall not be in addition to the limitation of liability amount of

the Agreement but shall represent the Supplier's total liability under this Contract in respect of a failure of the respective Cloud Service;

- 9.1.4. the Supplier shall in no event be liable to the Customer for any indirect, incidental, special or consequential damage, including but not limited to loss of data, loss of business opportunity or loss of profit arising out of or in connection with the use of the Cloud Services; and
- 9.1.5. the above limitations do not apply (i) where applicable law mandatorily requires an uncapped or unlimited liability or (ii) where the Agreement stipulates an unlimited or uncapped liability. Each party's liability for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that the other's agents caused or contributed to that loss or damage.
- 9.2. Unless otherwise set out in this Contract or agreed between the parties the Supplier:
 - 9.2.1. does not promise that the Cloud Services will be uninterrupted, error-free or completely secure. The Customer acknowledges and agrees that there are risks inherent in Internet connectivity that could result in the loss of privacy, Confidential Information and property lack of availability and/or unresponsive or latency and that the Customer should take all reasonable precautions to mitigate any such risks;
 - 9.2.2. disclaims any and all warranties not expressly stated in the Contract to the maximum extent permitted by the applicable law, including the implied warranties relating to the satisfactory quality and fitness for a particular purpose. The Customer acknowledges and agrees that the choice of and suitability of the Cloud Services chosen is their responsibility. Any additional Cloud Services that may be supplied but for which the Supplier (or the relevant Third Party Cloud Provider) is not obligated to provide may incur additional charges and where provided may be provided on "as is" basis; and
 - 9.2.3. subject to the provisions set out in clause 9.1, will not be liable for any (a) access delays or access interruptions to any system through which the Cloud Services are ordered or accessed; (b) data non-delivery, mis-delivery, corruption, destruction or alteration; (c) any force majeure event as described in clause 15 of the Agreement.
- 9.3. The Customer is responsible for maintaining their own back-up copies of data which they post on, they have processed by or obtained from the Cloud Services. The Supplier has no responsibility for any loss or alteration of such data nor any loss or damage arising from any such loss or alteration.

10. Payment Terms

- 10.1. Where applicable, the Supplier will invoice the Customer as stipulated in the Order for the Cloud Services ordered by the Customer. The Customer expressly authorises the Supplier to raise such invoices on a recurring basis for any recurring or automatically renewing Cloud Services based upon the initial order.
- 10.2. Alternatively, where applicable, invoices for the Cloud Service (including any additional usage not billed in advance) shall be raised and dated by the Supplier on the date of the receipt of usage statements by the Supplier from the Third Party Cloud Provider or within the Supplier's sole discretion. Unless an alternative method of payment is advised by the Supplier to the Customer in writing, invoices will be payable by the Customer within 30 days from the date of invoice. The time of payment shall be the essence of the Contract. Payments which are not received in full by the due date will be considered overdue and remain payable by the Customer together with the interest for late payment and reasonable debt recovery costs. The interest payment will be at a rate equivalent to the late payment fee in the Agreement and will be calculated on a daily basis from the date of invoice until payment; such interest to be compounded on the first day of each calendar month and payable both before and after any judgment (unless the court orders otherwise). The Customer must notify the Supplier in writing within 7 days of the date of invoice of any errors within the invoice. Failure will result in the Supplier assuming acceptance of the invoice in full.

- 10.3. Any additional charges will be at the then current rates as specified by the Third Party Cloud Provider ("MSRP"), and these may be varied from time to time at the sole discretion of the Third Party Cloud Provider. Annual commitments paid monthly & PAYG charges are subject to USD/GBP fluctuation.
- 10.4. The Supplier reserves the right to proportionately adjust the charges to the Customer for any recurring or automatically renewing Cloud Services directly affected by any movement in foreign exchange rates.
- 10.5. The Supplier reserves the right to charge an administration fee and/or pass through to the Customer any costs that the Supplier may reasonably incur in association with the suspension and/or re-introduction of Service.
- 10.6. Payments and/or refunds in the event of cancellation shall be subject to the cancellation policy set out in the Third Party Conditions.

11. Data Protection

- 11.1. All data protection related terms and expressions used here, shall have the meanings given to them in applicable data protection legislation.
- 11.2. The Customer acknowledges that the Customer shall be the Data Controllers in respect of any Personal Data that is collected and provided to, processed by the Supplier and its Third Party Cloud Providers. The Customer shall ensure that:
 - 11.2.1. they shall and shall procure that their employees, agents and sub-contractors shall at all times comply with the applicable data protection legislation in relation to Personal Data collected and provided to the Supplier and/or its Third Party Cloud Providers;
 - 11.2.2. they have obtained all appropriate and relevant consents in accordance with applicable data protection legislation to permit the Supplier and/or its Third Party Cloud Providers to process such Personal Data for the purposes for which the Customer are intending to use the Personal Data within the Third Party Cloud Provider environment;
 - 11.2.3. (given the nature of Cloud Services) the Customer shall obtain the prior written consent of any relevant Data Subjects to transfer the Personal Data outside of the EU/EEA (acknowledging that data may from time to time be stored on data servers outside of this jurisdiction).
- 11.3. The Customer shall indemnify, defend and hold harmless the Supplier and its Third Party Cloud Providers from and against any loss or damage arising out of or relating to a Cloud Services-related breach of applicable data protection legislation and that such obligations shall survive the termination or expiration of these Cloud Terms and Conditions.
- 11.4. If the Customer intends to save or in any way process personal data via the Cloud Service, then the Customer acknowledges and accepts all risks associated with usage of such Service and the Customer shall ensure that it as data controller obtains and maintains all appropriate consents and permissions (where relevant) from data subjects in relation to any processing of their personal data as may be necessary for the use of a Cloud Service.

Appendix A: Third Party Specific Conditions

<https://www.lucidlink.com/terms>