

# Lucinity's Master Service Agreement Terms & Conditions

## 1. ACCEPTANCE

1.1. **Binding Agreement.** By executing an Order Form incorporating this Agreement, the Customer agrees to be bound by this Agreement and comply with the terms and conditions herein.

## 2. SERVICE PROVISION

- 2.1. **Provision of services.** Lucinity will provide the Services to the Customer, on the condition that the Customer, along with its Authorised Users, use the services in compliance with this Agreement.
- 2.2. **Use of the Services.** Customer shall only use the Services in accordance with this Agreement, the Order Form, and the appropriate SLA.
- 2.3. **Documentation.** Lucinity's Documentation can be found on its website under the link <https://docs.lucinity.com/>.
- 2.4. **SLA.** Lucinity's standard SLA (basic support) shall apply unless the Customer has purchased an upgraded level in an Order Form, in which case that upgraded level shall apply.
- 2.5. **Statement of Work.** Customer may order Professional Services from Lucinity by signing a Statement of Work. Each applicable Statement of Work shall specify the Professional Services to be provided and may include, as relevant, any fees, milestones or other applicable terms and conditions.
- 2.6. **Employees/Subcontractors.** Lucinity is responsible for the performance of all its employees, consultants and subcontractors and their compliance with this Agreement.
- 2.7. **Third Party Services.** Unless expressly provided otherwise in an Order Form, Lucinity does not warrant or support Third-Party Services.
- 2.8. **Applicable Laws, licenses and authorizations.** Lucinity shall ensure that it complies with all applicable laws in its provision of the Services and that it holds all relevant licenses and authorizations under applicable laws to provide the Services.

## 3. ACCESS & ACCEPTABLE USE

- 3.1. **Access.** Subject to the Customer paying the Fees and complying with the terms of this Agreement, Lucinity grants to the Customer a non-exclusive, nontransferable, non-sublicensable, limited, personal licence for the Term to allow Customer's Authorised Users to access and use the Software solely for the Customer's business purposes.
- 3.2. **Unauthorized Access.** The Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software and notify Lucinity promptly of any such unauthorised access or use. The Customer shall not attempt to obtain, or assist third parties in obtaining, access to the Software.
- 3.3. **Authorised Users.** Customer is fully liable and responsible for the act and omission of its Authorised Users. The Customer shall ensure that all of its Authorised Users comply with the terms and conditions herein.
- 3.4. **Network Security.** The Customer shall ensure that its network and systems comply with the relevant specifications provided by Lucinity from time to time. The Customer acknowledges and agrees to be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Lucinity's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 3.5. **Integration.** The Customer shall be responsible for ensuring that the software and databases of Approved Third Parties are available for integration with the Software no later than the relevant date specified in the SoW. Lucinity shall not be responsible for procuring, maintaining or securing the network connections and telecommunications links from Approved Third Party systems, nor problems, conditions, delays, delivery failures or other losses or damages arising from or relating to any Approved Third Party's network connections or telecommunications links or caused by the internet.
- 3.6. **Content.** The Customer shall not access, store, distribute, introduce or transmit during its use of the Software (a) any Virus, (b) any Vulnerability; or (c) any other material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.
- 3.7. **Cooperation.** The Customer shall provide Lucinity with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by Lucinity in order to render the Services.
- 3.8. **Personnel Assistance.** The Customer will provide such personnel assistance as may be reasonably requested by Lucinity from time to time. The Customer will comply with all Applicable Laws and regulations with respect to its activities under this Agreement.
- 3.9. **Prohibited Actions.** The customer represents and warrants that neither they nor their Authorised Users, will attempt to (a) copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software, (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, (c) access all or any part of the Software in order to build a product or service which competes with the Software and/or the Services
- 3.10. **Suspension.** Lucinity reserves the right to close, suspend, or limit access (in whole or in part) to the Software/Services if it reasonably believes Customer is in breach of the Agreement. For avoidance of doubt, Customer will not be entitled to service credits under any applicable SLA during the suspension. Lucinity will use commercially reasonable efforts to restore Customer's access to the Software and/or Services promptly after Customer has resolved the problem giving rise to the suspension.
- 3.11. **Applicable Laws, licenses and authorizations.** Customer and its Authorised Users, shall comply with all applicable laws and holds all relevant licenses and authorizations required for their use of the Services and the Software. The Customer will ensure that it has all necessary rights, appropriate consents and notices in place in order to upload and use, and permit Lucinity to use and process the Customer Data for the duration and purposes of this Agreement. Customer shall have appropriate technical and organisational measures to ensure a level of security appropriate to the risk to protect any personal data during the term of this Agreement.

## 4. LUCINITY'S OBLIGATIONS

- 4.1. **Conformity.** Lucinity warrants that the Software will conform substantially in accordance with the Documentation, and the Services will be performed with reasonable skill and care. This does not apply to the extent of any nonconformance which is caused by use of the Software contrary to Lucinity's instructions or modification or alteration of the Software by any Party other than Lucinity or Lucinity's duly authorised contractors or agents.
- 4.2. **Non-conformity.** If the Software does not substantially conform with the Documentation, Lucinity will, at its expense, use its reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of clause 4.1.
- 4.3. **Insurance.** Lucinity shall, for the Term and for a period of six (6) years after the expiry or termination of the Agreement, hold the following insurance policies in the following amounts: (a) Professional Indemnity in the amount of EUR 1,000,000; (b) Cyber and Data in the amount of EUR 1,000,000; (c) Products and Public Liability in the amount of EUR 5,000,000; and (d) Employers Liability in the amount EUR 2,300,000. Lucinity shall at the Customer's prior written request, provide such evidence as the Customer may reasonably require to confirm compliance with this clause 4.3.
- 4.4. **Processing of Personal Data.** Lucinity shall (a) process the personal data only in accordance with the purposes set out in this Agreement and on the documented written instructions of the Customer unless Lucinity is otherwise required by applicable laws, (b) ensure appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, (c) assist the Customer in responding to any data subject requests and in ensuring compliance with its obligations under the Data Protection Legislation (d) notify the Customer without undue delay on becoming aware of a personal data breach (e) provide reasonable assistance to the Customer when drafting data protection impact assessments and prior notification under Article 36 of GDPR (if applicable), (f) at the written direction of the Customer, cease all processing of personal data and delete Personal Data on termination of the agreement unless required by Data Protection Legislation to store the personal data, and (g) maintain complete and accurate processing records as required by Article 30(2) GDPR.

## 5. CHARGES & PAYMENT

- 5.1. **Charges.** The Customer shall pay all applicable fees and charges as set out in the Order Form. All amounts shall be paid by the Customer to Lucinity in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.2. **Payment.** The applicable fees and charges shall be paid in accordance with the instructions set out on the Order Form and the invoices.
- 5.3. **Late Payments.** If Lucinity has not received payment within ten (10) days after the due date, Lucinity may disable the Customer's and all Authorised Users' use of the Software if the invoice(s) concerned remain unpaid a further ten (10) days after notice of late payment has been provided to the Customer by Lucinity.

- 5.4. **Interest Rate.** After due date, unpaid invoices shall accrue interest on a daily basis on such due amounts at an annual rate equal to 4% over the then current base rate of the Bank of England from time to time (but at 4% a year for any period when that base rate is below 0%), commencing on the due date and continuing until fully paid.
- 5.5. **Disputes.** Any amounts disputed by the Customer shall be communicated in a Notice to Lucinity, which shall include information about the basis for the dispute. The Parties shall meet virtually within 10 days to discuss the disputed amounts in order to reach an understanding. If the dispute is not resolved within 30 days, Lucinity shall be entitled to close, suspend, or limit access to the Software and/or the Services, and/or terminate the Agreement in accordance with Clause 6.2.
- 5.6. **Taxes.** All applicable fees and charges under this Agreement, are expressed excluding VAT and Taxes, which will be payable in addition. Customer is responsible for paying all Taxes associated with its use of the Services.
- 5.7. **Annual Increase.** The Fees as set out in the Order Form shall increase at the beginning of each Contract Year upon not less than thirty (30) days prior written notice to the Customer by the greater of (i) seven percent (7%); or (ii) the Consumer Price Index. The first such increase shall take effect at the beginning of the second Contract Year and shall be based on the latest available figure for the Consumer Price Index at the beginning of the last month of the previous Contract Year.

## 6. TERM & TERMINATION

- 6.1. **Term of Agreement.** This Agreement shall commence on the Effective Date and continue for the Initial Term as specified in the Order Form, unless otherwise terminated for Cause.
- 6.2. **Termination for Cause.** Either Party may terminate this Agreement for cause if the other Party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of Notice.
- 6.3. **Transition Service.** Subject to the terms herein, Customer may request Lucinity to continue to provide the Software and/or Services and also provide reasonable assistance and support needed to transition to a new provider (the "Transition Services") for up to three (3) months after expiration or the date of termination (the "Transition Period"). The Customer must notify Lucinity in writing at least three (3) months advance notice that such Transition Services are required prior to termination or expiry of the Agreement. Lucinity is entitled to charge for (i) the continued provision of the Software and/or Services during the Transition Period on the same basis and charges as immediately prior to the termination or expiry of the Agreement (although subject to applicable reasonable price adjustments), and (ii) any other Transition Services on time and materials basis in accordance with Lucinity's then in force hourly rates. Lucinity's obligations in relation to the Transition Services is conditional upon Customer paying any and all due outstanding payments to Lucinity from the period prior to the Transition Services and continuing to pay the charges for the Transition Services when these payments become due. Where Lucinity terminates this Agreement for cause, then Lucinity will not be obliged to provide any Transition Services to Customer. In the event that Lucinity does provide Transition Services to Customer, the Transition Services shall be provided and received in accordance with the terms of this Agreement, with all of the terms of this Agreement continuing, and each of the Parties shall continue to comply with their obligations under this Agreement, including for the avoidance of doubt, Customer's payment obligations.
- 6.4. **Post termination Deletion.** Unless otherwise required by applicable law, Lucinity will delete all Customer Data 30 days after the termination of the Agreement.

## 7. CONFIDENTIALITY

- 7.1. **Confidential Information.** Each Party may be given access to Confidential Information from the other Party to perform its obligations under this Agreement. Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement. Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Each Party's employees or agents shall take the same degree of care that it uses to protect its own confidential and proprietary information and materials of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of the Confidential Information.
- 7.2. **Ownership.** Each Party owns its Confidential Information. Each Party acknowledges that any disclosure by the other Party of its Confidential Information pursuant to this Agreement shall not confer on the receiving Party any Intellectual Property Rights or other rights in relation to the Confidential Information unless expressly provided in this Agreement. The Customer acknowledges that the Software, the results of any performance tests of the Software and the Services constitute Lucinity's Confidential Information. Lucinity acknowledges that the Customer Data and Results are the Confidential Information of the Customer.
- 7.3. **Compelled Disclosure.** A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction. Unless prevented by any applicable laws, the Recipient shall give the Discloser notice prior to any such disclosure. The Recipient shall use commercially reasonable efforts to ensure that any Confidential Information disclosed will be treated confidentially by anyone receiving such Confidential Information.

## 8. DATA & OWNERSHIP

- 8.1. **Customer Data.** The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Customer Data.
- 8.2. **Enhanced Data.** Lucinity shall own all rights, title and interest in and to all of the Enhanced Data.
- 8.3. **Results.** Lucinity shall own all rights, title and interest in and to all of the Results.
- 8.4. **Aggregated Data.** Customer acknowledges and agrees that Lucinity has the right to use any generalized or aggregated data or statistics that is generated by the Software/Service or derived from Customer's use thereof, provided that the data does not include any Personal Data (as defined in the Data Processing Addendum/SCCs) and does not permit a third-party to identify the data or statistics as associated with Customer.

## 9. DATA PROTECTION & SECURITY

- 9.1. **Data Protection Legislation.** Lucinity and Customer shall both comply with all applicable requirements of the Data Protection Legislation. The Parties acknowledge that for the purpose of the Data Protection Legislation and in connection with any Personal Data contained within the Customer Data, the Customer is the Controller and Lucinity is the Processor under this Agreement. In connection with any Personal Data contained within the Enhanced Data (only applicable if clearly defined in the Order Form), Lucinity is an Independent Controller under this Agreement.
- 9.2. **Data Processing Addendum/SCCs.** As further defined in the Order Form, the Data Processing Addendum/SCCs shall govern any processing of Customer Data by Lucinity.
- 9.3. **Privacy Policy.** Lucinity's data processing is subject to Lucinity's [privacy policy](#).
- 9.4. **ISMS Framework.** Lucinity's information security management system (ISMS) framework composed of a comprehensive set of security related policies and procedures that are designed to manage, monitor and minimize a range of organizational, administrative, technical and physical safeguards to assure confidentiality, integrity and availability of the Software, Services and any Customer Data. From time to time, Lucinity may modify the security measures, but undertakes not to reduce the overall level of security protection.
- 9.5. **Trust Report.** Lucinity's Trust Report is a single source of truth that displays real-time status of Lucinity's infrastructure security, organizational security, product security, internal security procedures as well as data and privacy procedures, that are continuously monitored and as such verify Lucinity's security posture. The Trust Report can be accessed on <https://security.lucinity.com/>
- 9.6. **Security Certifications.** Lucinity is audited annually and is both ISO/IEC 27001 and SOC 2 type II compliant. Audit certifications and SOC reports can be requested via the Trust Report.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. **Proprietary Rights.** The Customer acknowledges and agrees that Lucinity and/or its licensors own all Intellectual Property Rights in the Software (including all error corrections, updates and upgrades), the Services, the Derived Data, including in any data integration tools and processes developed or maintained for the Customer or Approved Third Parties in order to connect the Software to the Customer's or Approved Third Parties' software and databases.
- 10.2. **License to use Customer Data.** The Customer grants to Lucinity, and any Lucinity Personnel, a worldwide, non-exclusive, irrevocable, royalty free licence during the Term to use the Customer Data for the purpose of providing the Services. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Lucinity shall be for Lucinity to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data. Lucinity shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, unless due to an act or omission by Lucinity or its Affiliates.

# Lucinity's Master Service Agreement Terms & Conditions

- 10.3. **License to use Results.** Lucinity hereby grants to Customer a worldwide, non-exclusive, revocable, royalty free licence, fully paid-up licence to use the Results solely as reasonably required by Customer to provide the Software and/or Software as applicable.
- 10.4. **Future Changes.** Lucinity reserves the right to any future changes to the Software, regardless who suggested, initiated and/or paid for those changes.
11. **LIABILITY & INDEMNITY**
- 11.1. **Indemnification by Lucinity.** Lucinity warrants that the use of the Software will not infringe any third-party intellectual property rights and Lucinity agrees to indemnify and hold the Customer harmless from any amounts awarded against the Customer in judgement or settlement of such claims. In defence or settlement of any such infringement claims, Lucinity may at its sole option and expense either (a) obtain for the Customer the right to continue using the Software in the manner contemplated in this Agreement, (b) replace or modify the Software so that it becomes non-infringing, or (c) if such remedies are not reasonably available, terminate the Agreement without liability to the Customer, by providing written notice.
- 11.2. **Indemnification by Customer.** The Customer shall defend Lucinity against all or any costs, claims, damages, or expenses incurred by Lucinity in respect of any third-party claim relating to the Customer's or any Authorised Users' use of the Software otherwise than in accordance with this Agreement.
- 11.3. **Liability.** Lucinity shall have no liability under clause 11.1, if the alleged infringement is based on (a) a modification of the Software by anyone other than Lucinity; (b) the Customer's and/or Authorised Users' use of the Software in a manner contrary to the instructions given to the Customer by Lucinity; (c) the Customer's and/or Authorised User's use of the Software after notice of the alleged or actual infringement from Lucinity or any appropriate authority; (d) or use or combination of the Software with any other software or hardware, in circumstances where, but for such combination, no infringement would have occurred.
- 11.4. **Performance & Availability.** The appropriate SLA states the Customer's full and exclusive right and remedy, and Lucinity's only obligation and liability in respect of, the performance and/or availability of the Service, or their non-performance and non-availability.
- 11.5. **Damages Cap.** Without prejudice to payment obligations under Clause 5 (*Charges and Payment*), the aggregate liability of each Party together with all their respective Affiliates, shall not exceed the average monthly fees paid by Customer for Services rendered as well as Software use (calculated as a mean average during the Term before the liability rose) multiplied by twelve (12).
- 11.6. **Type of Damages.** Neither Party shall be liable under this Agreement for any indirect, incidental, special, consequential or exemplary damages, the value of lost data, loss of profits, revenues, customers, opportunities, or goodwill, or unavailability of the Services (this does not limit any service credits that may be available under an applicable SLA).
- 11.7. **Claims.** Neither Party shall be liable to compensate the other Party under this Agreement unless the claim, describing in reasonable detail the nature of the claim and the calculation of the amount claimed is made as a Notice no later than six calendar months from the date when the aggrieved Party became aware of the facts or circumstances giving rise to the claim.
- 11.8. **Warranties.** Except as expressly and specifically provided in this Agreement the Customer assumes sole responsibility for (a) results obtained from the use of the Software and the Services by the Customer, and for conclusions drawn from such use. Lucinity shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Lucinity by the Customer in connection with the Services, or any actions taken by Lucinity at the Customer's direction; (b) all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Agreement. Save as otherwise expressly set out in this Agreement, the Customer acknowledges that the Software, the Services, and any information provided by or on behalf of Lucinity are provided to the Customer on an 'as is' basis.
- 11.9. **Trial Services.** Services that are designated as "Trial Services" are provided by Lucinity as-is without any warranties of any kind. Lucinity and its Affiliates shall have no indemnity obligations or liability of any type with respect to those services. If such exclusion of liability is not enforceable under applicable law, Lucinity and its Affiliates' aggregate liability shall be limited to EUR 1,000.
12. **MISCELLANEOUS**
- 12.1. **Regulatory Change.** To the extent that either Party becomes aware of a Regulatory Change which will impact upon the Software or the Services, such Party will promptly notify and agree with the other Party on any changes necessary.
- 12.2. **Notices.** The Parties may provide Notice by registered mail or via email, using details from the Order Form. If providing Notice via email, Customer can provide Notice using the details in the Order Form. Lucinity may provide Notice to any email address associated with the Customer's administrative user in the Account. Notices shall become effective upon receipt, but no later than two business days after mailing, or in the case of email, on the day of sending the email.
- 12.3. **Publications.** Neither Party shall make, or permit any person to make, any public announcement, communication or circular (announcement) concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other Party. The Parties shall consult together on the timing, contents and manner of release of any such press release or announcement.
- 12.4. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. In the event of any conflict between the documentation, the following order of precedence shall apply: (1) Order Forms (including schedules), (2) addendums and (3), this Master Service Agreement.
- 12.5. **Waiver.** No delay or failure on either Party to exercise any right, power or remedy in respect of this Agreement shall constitute a waiver thereof. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 12.6. **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.7. **Assignment.** Neither Party may assign or otherwise transfer its rights under this Agreement without the prior written consent of the other Party (not to be unreasonably withheld), provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
- 12.8. **Subcontracting.** Lucinity may, at any time, subcontract its obligations under this Agreement to a third party, without the Customer's consent, provided that: i) Lucinity has used its reasonable endeavours to inform the Customer of such subcontracting prior to such subcontracting; and ii) Lucinity remains fully liable and responsible to the Customer for the acts and omissions of its subcontractors as if they were the acts and omissions of Lucinity itself.
- 12.9. **Third party rights.** This Agreement does not give rise to any rights under the Contracts (Rights of Third parties) Act 1999 to enforce any term of this Agreement.
- 12.10. **Survival.** Clauses 2.7 (*Third-Party Services*), 5 (*Fees and Charges*), 7 (*Confidentiality*), 10 (*Intellectual Property Rights*), 11 (*Liability and Indemnity*), 11.9 (*Trial Services*), and 12 (*Miscellaneous*), will continue to survive the termination of the Agreement.
13. **GOVERNING LAW & JURISDICTION**
- 13.1. Any dispute, claim or lawsuit arising out of or in connection with this Agreement shall, without regard to choice or conflicts of law rules, be governed by the laws of England and Wales, and be under the exclusive jurisdiction of the courts of England.

14. **DEFINITIONS & INTERPRETATIONS**
- Affiliate:** Includes any entity that directly or indirectly controls, is controlled by, or is under common control with either Party from time to time.
- Agreement:** This Master Service Agreement, including any addenda, Lucinity's Order Form, SLA and all the documents linked herein.
- Authorised Users:** those employees and independent contractors of the Customer who are authorised by the Customer to use the Software under this Agreement.
- Confidential Information:** any and all confidential and proprietary information and material (whether disclosed prior to, on or after the Effective Date) disclosed or made available by either Party (or its representatives) to the other Party or obtained by the receiving Party through inspection or observation of the disclosing Party's property or facilities (whether in writing, or in oral, graphic, electronic or any other form), including the terms of this Agreement, the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, products, services, data, know-how, or trade secrets of the disclosing Party, including anything specified as being confidential information in this Agreement.
- Consumer Price Index:** the UK Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree most closely resembles such index.
- Contract Year:** a period of twelve (12) months commencing on the start of the Initial Term and each anniversary thereafter.
- Customer Data:** the data inputted into the Software by the Customer, by Authorised Users, by Approved Third Parties or by Lucinity on the Customer's behalf, excluding any Derived Data or Enhanced Data.
- Customer Personnel:** means the employees, agents and Authorised Users of the Customer under this Agreement.
- Data Protection Legislation:** means all applicable privacy and data protection laws, including the EU General Data Protection Regulation (Regulation 2016/679) ("GDPR"), the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR"), the Data Protection Act 2018, and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).
- Derived Data:** any data which is derived from the Customer's use of the Software or the processing by Lucinity of the Customer Data, which shall include (i) any data which is processed and stored as mathematical constructs (e.g., arithmetic formula); (ii) statistical or aggregated data but shall exclude Personal Data and the Results.
- Documentation:** the document(s) made available to the Customer by Lucinity from time to time which sets out a description of the Software and the Services and the user instructions for the Software and the Services.
- Effective Date:** the date of set out in the Order Form, which marks the time when Parties to the Agreement begin their contractual obligations.
- Enhanced Data:** the data generated by Customer Personnel or Lucinity when manually reviewing the Results generated by the Software, such as to overwrite the data within the Results to mark as a false-positive. Such Enhanced Data may include Personal Data.
- Fees:** the fees payable to Lucinity, including the SaaS Licence Fees, Support and Maintenance Fees and Implementation Fees as set out in the Order Form and any other fees, charges or costs agreed between the Parties.
- Initial Term:** means the period set out in the Order Form, that marks the first duration of the Term following its execution, after which the Agreement will either renew or terminate.
- Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), semiconductor topography rights, image rights, rights of personality and other similar rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- Lucinity:** the entity designated in the Order Form. If there is no designated entity in the Order Form, it means Lucinity ehf., with corporate registration number, 591218-0770, a company duly incorporated and registered in Iceland, having its registered address at Borgartun 25, 105 Reykjavik, Iceland.
- Lucinity Personnel:** the employees, agents and subcontractors appointed by Lucinity from time to time to perform activities under this Agreement.
- Maintenance and Support Services:** any error corrections, updates and upgrades that Lucinity may provide or perform with respect to the Software, as well as any other support or training services provided to the Customer under this Agreement, all as described in the Documentation.
- Order Form:** an ordering document specifying the Services to be provided hereunder, as well as the contract details.
- Professional Services:** means any professional services provided by Lucinity under a Statement of Work.
- Recipient:** a Party to this Agreement which receives or obtains directly or indirectly Confidential Information.
- Regulatory Change:** means any changes that are required to the Software or Services as a result of any change in Applicable Laws.
- Results:** means the information, data and results obtained by the Customer and its Authorised Users from its use of the Software in accordance with the terms of this Agreement.
- SLA:** means the service level arrangements in respect of the Services as provided to the Customer and as amended from time to time, provided such amendments do not materially diminish the customer's receipt of the Services.
- Services:** The Services and/or Maintenance and Support (as applicable) as set out in the Order Form, given the context in which the term Services is used.
- Software:** Lucinity's proprietary software in machine-readable object code form only as described in the Documentation, including any error corrections, updates, upgrades, modifications and generally available enhancements to it from time to time under this Agreement.
- Standard Contractual Clauses (SCC):** together, the standard contractual clauses for the transfer of Personal Data to third countries pursuant to the GDPR, adopted by the European Commission under Commission Decision (EU) 2021/914 2021 ("EU SCCs") and the UK International Transfer Addendum to the EU SCCs ("UK Addendum").
- Statement of Work or SoW:** the plan to be developed in the planning stage of the Implementation Services (as updated from time to time as agreed between the Parties).
- Taxes:** means any tax, withholding, levy or charge in the nature of tax, at federal, state, or municipal level, whether domestic or foreign, and any fine, penalty, surcharge or interest connected therewith, including any withholding or other tax required to be deducted or withheld from or accounted for in respect of any payment (but excluding VAT, which is defined separately below).
- Term:** The Initial Term together with any subsequent Renewal Term.
- VAT:** means (as the case may be): (i) value added tax imposed in the United Kingdom under the Value Added Tax Act 1994; or (ii) any similar tax from time to time imposed under any Applicable Law.
- Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.