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## BrightWork 365 Subscription License and Service Agreement

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**1. License Grant.** Subject to the terms of this Agreement, including payment of all Subscription Fees (defined in Section 18) due, BrightWork grants to Licensee during the Term, a non-sublicensable, non-exclusive, non-transferable, revocable license to access and use the Software, as follows: Licensee may install, use and operate the Software solely for Licensee’s own internal business use. Installation will be within Licensee’s secure environment sitting within Microsoft 365. The subscription license also includes access for the Licensee during the Term to use BrightWork-supplied printed and electronic documentation of the Software’s functionality and use (“Documentation”).

**2. Authorised Users.** Licensee’s use of the Software is limited to the maximum number of Authorised Users as specified by the BrightWork proposal or as otherwise authorized in writing by BrightWork. An “Authorised User” is any user who accesses the BrightWork 365 app or who otherwise creates, updates, or deletes a record in any of the BrightWork tables. This includes but is not limited to managing, modifying, changing, revising, updating, creating, rearranging, producing, building, and deleting records in BrightWork tables whether within the BrightWork 365 app or outside of the app.

a. *BrightWork 365 Request App.* The BrightWork 365 Request App may be used by anyone only needing to submit project requests. A license to this app is provided free of charge to Licensee and will not count towards the number of Authorised Users. No modifications in the Request app of any kind will be permitted.

**3. Confirming Use.** BrightWork may contact Licensee from time to time to confirm that the number of Authorised Users does not exceed the number of subscription licenses purchased by Licensee and that no unlicensed use has occurred. Licensee is required to respond to these requests in a timely manner with an accurate written count of Authorised Users and other reasonably requested usage information. Licensee's access is at all times subject to full compliance by Licensee and all its Authorised Users with this Agreement. Licensee agrees that it is responsible for ensuring that each Authorised User acts in accordance with this Agreement. BrightWork reserves the right to install and use license manager products (such as key-based software) to control the number and/or use of Authorised Users. Licensee may make a single back-up copy of the Software. Licensee agrees to use the Software only in accordance with this Agreement, the Proposal, the accompanying Documentation and any applicable law, statute, regulation or other governmental act. In addition, Licensee is solely responsible for obtaining and maintaining all computer hardware and other equipment needed to access and use the Software, including all associated costs of same.

**4. Licensing Requirements.** The Software is only completely functional with a Microsoft Power Apps license with Dataverse access. The account installing BrightWork 365 will require a Power Apps per User license and to be assigned an Exchange Online mailbox. Any Authorised User who wishes to view a BrightWork 365 Microsoft Power BI report, published to a shared workspace, will need a Power BI Pro license. Licensee is responsible for acquiring and maintaining the applicable Microsoft subscription(s) throughout the term of the BrightWork subscription at Licensee's own cost.

**5. Limited Warranty.** BrightWork warrants that the Software will perform substantially in accordance with the accompanying Documentation, as it may exist from time to time (the "Limited Warranty"), for a period of thirty (30) days following the initial receipt of the Software by the Licensee (the "Warranty Period"). The date of initial receipt of the Software by the Licensee shall be the date that BrightWork sends the Licensee notice that the Software is available for electronic download. Any supplements, additions, updates or upgrades to the Software provided by BrightWork, including without limitation, any provided to Licensee pursuant to Support Services (as defined below) after the expiration of the Warranty Period are not covered by any warranty, express, implied or statutory. The Limited Warranty does not apply if failure of the Software has resulted from use other than as permitted herein, abuse, misapplication, abnormal use or other circumstance not caused by the Software. THE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES BY BRIGHTWORK. EXCEPT AS EXPRESSLY STATED HEREIN, BRIGHTWORK DISCLAIMS ALL THE EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS PROVIDED THAT THE SOFTWARE IS ERROR-FREE OR THAT IT WILL RUN WITHOUT INTERRUPTION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS

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**6. Exclusive Remedy.** The entire liability of BrightWork and Licensee's exclusive remedy for any breach of the foregoing warranty will be, at the option of BrightWork: (a) return of any subscription fees paid by Licensee in relation to the Software (in which case, BrightWork may terminate this Agreement), and/or (b) repair or replacement of the Software that does not meet the Limited Warranty. Any replacement Software will be warranted for the remainder of the original warranty period or ten (10) days, whichever is longer.

**7. Restrictions on Use and Reservation of Rights.** Licensee agrees not to reverse engineer, decompile, or disassemble the Software, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Licensee may not rent, lease, or lend the Software to third parties. Licensee will not permit any person other than an Authorized User to access or use the Software. Licensee agrees not to use, copy or otherwise exploit the Software except as expressly permitted by this Agreement. Licensee agrees not to use the Software to violate, or encourage the violation of, the legal rights of others; not to use the Software for any unlawful, invasive, infringing, defamatory, or fraudulent purpose; not to intentionally distribute viruses, worms, corrupted files, or other items of a destructive or deceptive nature through the Software; and not to interfere with or use the Software in a manner not authorized by BrightWork.

**8. Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, BRIGHTWORK WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS OR CORRUPTION OR LOSS OF DATA UNDER ANY CIRCUMSTANCES. BrightWork and its licensors will not be liable in the aggregate, for all cumulative liability, for more than the cumulative subscription fees paid by the Licensee during the twelve (12) months immediately prior to the event giving rise to a claim.

**9. Data Privacy.** Any data stored by Licensee within its environment in Microsoft 365 will be subject to the applicable Microsoft terms and conditions. Licensee agrees that BrightWork shall not act as a controller or processor with respect to this personal data and that Microsoft shall be solely liable for any damages incurred as a result of any processing of such data. This means for

example that BrightWork shall not be liable for any transfers of personal data outside of the territory of the European Economic Area to the extent that this data is hosted by Microsoft.

**10. Intellectual Property Rights.** All title and intellectual property rights in and to the Software are reserved to BrightWork and its licensors. The Software is protected by applicable copyright and other intellectual property laws and treaties. The Software is licensed, not sold. All ideas, proposals, suggested modifications, enhancements, or feedback, including without limitation ideas for new products, technologies, promotions, custom deployment solutions, product names, product feedback and product improvements provided by Licensee to Licensor on the operation or use of the Software become Licensor's exclusive property to exploit or not to exploit as Licensor deems appropriate without the necessity for remuneration, royalties, attribution, or other obligation to Licensee.

**11. Confidential Information.**

*a. Definition.* "Confidential Information" means information or materials provided by one party ("Discloser") to the other party ("Recipient") which are in tangible form and labelled "confidential" or the like, or, consists of information which a reasonable person should understand to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) information regarding BrightWork pricing, contract terms, or product roadmaps; and (b) the Software and all non-public materials relating to the Software.

*b. Permitted Use and Protection.* Recipient may use the Confidential Information of Discloser solely (a) to exercise its rights and perform its obligations under this Agreement; or (b) in connection with the parties' ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

*c. Exceptions.* Recipient's obligations with respect to any Confidential Information will not be applicable if Recipient can show by written records that such information: (a) was known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without confidentiality restrictions; (c) is, or through no fault of Recipient has become, available to the public; or (d) was developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to

disclose Confidential Information to the extent that such disclosure is required by law or compulsory legal process, provided that Recipient notifies Discloser in writing of such required disclosure promptly and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**12. Support and Maintenance.** Support, maintenance and access to upgrades ("Support Services") for the Software are included in the Licensee's subscription fees. The terms set forth in Sections 12 to 15 apply to Support Services.

**13. Definitions Relevant to Support.** Capitalized terms used herein will have the meanings set forth below:

a. "Error" is defective Software distribution media and/or a Software function or operation that is materially inconsistent with the functionality stated in the applicable Documentation.

b. "Release" means a revision, enhancement, or new version of the Software or accompanying documentation designed to correct an Error or change, enhance or improve the Software.

c. "Support Contact" means the authorized individual(s) registered with the BrightWork Technical Support Team with whom BrightWork may communicate when providing Support Services. The Support Contact may be Licensee (if an individual) or an employee or a consultant of Licensee. Licensee agrees to ensure that each Support Contact will be reasonably knowledgeable about the technical aspects of the use of the Software and its operating environment.

**14. Software Error Correction Services Provided.** Subject to the terms of this Agreement, BrightWork will supply Support Services as follows:

a. *Correction of Errors.* BrightWork will use reasonable efforts to correct reproducible Errors in the Software when reported to BrightWork in accordance with reporting procedures that BrightWork may implement from time to time. BrightWork may modify the Software, may provide a "work-around" consisting of programming and/or operating instructions, or may take other corrective steps. BrightWork may respond to reported Errors by e-mail, phone, mail or fax. An email or mail response may include Software patches or replacement programs, at the discretion of BrightWork.

b. *Timing of Response.* BrightWork will use reasonable efforts to respond within one (1) business day after BrightWork has received the request for assistance with any Error, and will seek to respond sooner to Errors that BrightWork deems critical or serious. BrightWork may correct Documentation errors. Licensee is required to provide reasonable cooperation with BrightWork in Error replication, diagnosis and response.

c. *Electronic Access and Support.* BrightWork may, but is not obliged to, use reasonable efforts to address Software Errors by accessing Licensee’s environment. Licensee agrees to provide commercially reasonable access to its installation environment of the Software for support purposes.

d. *Subsequent Releases.* BrightWork will use reasonable efforts to remove verified Errors from subsequent Releases of the Software.

e. *Telephone Hours.* Telephone assistance under this Agreement will be available Monday through Friday 4am EST/9am GMT to 5pm EST/10pm GMT, excluding all US Federal and related state holidays in the BrightWork location and all official holidays in Ireland.

f. *Help Desk Support.* Licensee’s Support Contact may contact the BrightWork Technical Support Team for reasonable assistance and advice to Licensee in utilizing the Software (“Help Desk Support”). Contact information may be found at <https://www.brightwork.com/about/contact-us> or via the additional links below:

BrightWork 365	Email: <a href="mailto:support365@brightwork.com">support365@brightwork.com</a>
	Web: <a href="https://www.brightwork.com/contact-customer-success">https://www.brightwork.com/contact-customer-success</a>

g. *New Releases.* BrightWork may, from time to time, issue new Releases of the Software generally to its licensees for the Software containing Error corrections, minor enhancements, and, in some instances, new functionality or major enhancements. So long as Licensee has paid the subscription fees for the applicable period, BrightWork will provide Licensee one copy of each such new Release. BrightWork will provide reasonable assistance to help Licensee install each new Release; provided that such assistance will be subject to such supplemental charges as BrightWork may set from time to time. New Releases are subject to the terms and conditions of this Agreement. BrightWork is not otherwise obligated to provide maintenance or support at Licensee’s place of business.

h. *Provider of Support Services.* BrightWork may provide Support Services, or other services hereunder, by itself or (wholly or in part) by means of a designated third party, at the sole discretion of BrightWork.

## 15. **Limitations of Software Maintenance.**

a. *Software Versions.* Unless otherwise agreed to in writing by BrightWork, BrightWork will only be responsible for correcting Errors for the most recent Release of the Software, except that BrightWork will use reasonable efforts to continue to support the prior Release for a period of twelve (12) months after release of the superseding version.

b. *Exclusions.* The following are not subject to Support Services or any warranty by BrightWork under this Agreement:

- i. Software that has been altered or modified.
- ii. All additional services or software provided by BrightWork, including, but not limited to, applications design, custom programming, data conversions, or lost data recovery.
- iii. Errors created by Licensee's act or omission or due to any hardware malfunction.
- iv. Errors that do not materially impair or affect the operation of the Software.
- v. Software installed or used on an environment other than that for which it is intended as stated in the applicable Documentation.

**16. Licensee Responsibilities Regarding Help Desk Support.** Licensee agrees to use the Help Desk Support Services under this Agreement only if the Software fails to work as set forth in the Documentation or when the Documentation is unclear. Licensee agrees to furnish descriptions of Errors or problems in the form requested by BrightWork Support Services staff. Licensee also agrees to assist BrightWork Support Services efforts to duplicate a reported Error or problem.

**17. Licensee Modifications.** Any custom modifications or applications for the Software that BrightWork may supply are provided "AS IS" and are not included within Support Services; provided that all damage exclusions and remedy limitations under this Agreement will apply. If Licensee requires support for such custom modifications or applications, Licensee may contact the BrightWork support staff for information on available professional services that may be purchased on a time-basis.

**18. Fees.**

*Fees and Payment:* Licensee agrees to pay all fees for the software subscription ("Subscription Fees"), set forth in any applicable proposal or price list agreed to by Licensee, together with any applicable professional services fees ("Services Fees"). Unless otherwise specified in any applicable proposal or price list, all amounts are due within fifteen (15) days of invoice date. Except as otherwise provided under Section 20, payments under this Agreement are non-refundable. The amounts due to BrightWork do not include, and Licensee agrees to pay, any sales, use, value-added or any other similar taxes. Pricing for Software and Services is subject to change.

**19. Upgrades:** If a Licensee increases the number of user licenses during a Subscription Term, any incremental subscription fees due will be prorated through the remainder of the Licensee's current Subscription Term. Where users are added during a Subscription Term, BrightWork will take the total number of users, both existing and new into account in calculating any incremental subscription fees associated with such upgrade. On renewal of the Subscription Term, the Subscription Fees due will reflect any upgrades made during the previous term.

**20. Downgrades:** If a Licensee reduces the number of user licenses during a Subscription Term, this change will not take effect until the end of Licensee's current Subscription Term. No refund or credit applies in these circumstances and Licensee's access to those user licenses remains until the end of their current Subscription Term.

**21. Term.**

a. *Subscription Term:* The Software is licensed under each proposal on a subscription basis ("Subscription"). The term of any subscription shall be for a period of twelve (12) months, or as otherwise designated in the proposal, and shall begin on the start date specified on the applicable proposal. If no subscription start date is specified on the proposal, the start date shall be the date BrightWork sends notice to the Licensee, that the Software is available for electronic download. Except as otherwise specified in a proposal or earlier terminated in accordance with this Agreement, subscriptions will expire and not automatically renew at the end of a Subscription Term. Where a Licensee does not renew their subscription at the end of a Subscription Term, the subscription license terminates and Licensee must immediately cease using the Software and certify in writing that all copies of the Software and associated Documentation have been deleted, destroyed or returned to BrightWork.

b. *Term of Agreement:* This Agreement commences on the Effective Date and continues until all subscriptions have expired hereunder or have been terminated.

**22. Termination.**

a. *Mutual Termination for Cause:* Either party may terminate this Agreement for cause upon (i) a material breach of this Agreement by the other party not cured within thirty (30) days of written notice; or (ii) the other party's insolvency, receivership, liquidation, assignment for the benefit of creditors, bankruptcy, or other similar insolvency proceeding.

b. In addition to its other rights under this Agreement, BrightWork may suspend Licensee's access to and use of the Software and Documentation, if Licensee is in material default under this Agreement, and the default is not cured within thirty (30) days of written notice.

c. In the event of termination of this Agreement by Licensee pursuant to Section 22 (a), BrightWork shall refund Licensee any prepaid but unused fees covering the remainder of the Subscription Term as of the effective date of termination, excluding any discount that was offered. Except for Licensee's termination rights under Section 22 (a), if Licensee elects to terminate their subscription prior to the expiry of their then current Subscription Term, or if BrightWork terminates this Agreement for cause under Section 22; in addition to any other amounts Licensee may owe BrightWork, Licensee must immediately pay any

unpaid fees due through the end of the Subscription Term. Fees, including prepaid but unused fees for the Software or Services, are otherwise non-refundable.

- d. All subscription licenses and permissions granted herein immediately end upon any termination of this Agreement. Upon termination of this Agreement for any reason, Licensee must discontinue access to and any use of the Software; destroy all copies of the Software and the Documentation; and sign and certify in writing that Licensee has ceased access to any use of the Software and that any copies of the Software and associated Documentation have been removed from Licensee's servers. Termination shall not relieve Licensee of the obligation or liability to pay any fees or other amounts owed or accrued to BrightWork which exist at the date of termination. Except for Licensee's termination for cause under Section 20 (a), no refunds are due to Licensee upon termination.

**23. Licensor for this Agreement.** For the purposes of this Agreement, if Licensee is located in North America or South America (the Americas), "BrightWork" will mean **Aimware, Inc.** (dba BrightWork), One Boston Place, Suite 2600, Boston, MA 02108, and if Licensee is located anywhere else in the world, then "BrightWork" will mean **Aimware, Ltd.** (dba BrightWork), Platform94, Suite 25, Mervue Business Park, Galway, Ireland H91 T020.

**24. Applicable Law and Jurisdiction.** If BrightWork means Aimware, Inc., this Agreement is governed by the laws of the Commonwealth of Massachusetts and applicable U.S. federal law, and the state and federal courts located in Boston, Massachusetts USA will have exclusive jurisdiction and venue over any claim arising from this Agreement or its subject matter, the Software, or the relationship of the parties. If BrightWork means Aimware, Ltd., this Agreement is governed by the laws of Ireland and the courts located in Dublin, Ireland will have exclusive jurisdiction and venue over any claim arising from this Agreement, its subject matter, the Software, or the relationship of the parties. The parties hereby submit to the jurisdiction and venue of the applicable courts, as specified above.

**25. Non-Payment.** Overdue payments required to be paid by Licensee pursuant to this Agreement will accrue interest at the lesser of one percent (1%) per month or the maximum allowable interest under applicable law, from the due date until paid. Licensee will pay reasonable costs of collection of unpaid or overdue amounts, including reasonable attorneys' fees and court costs incurred by BrightWork in enforcing the terms of this agreement.

**26. Assignment.** Licensee may not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the prior written consent of BrightWork, which will not be unreasonably withheld. This agreement inures to the benefit of and is binding upon the parties, their respective heirs, executors, administrators, legal representatives, and permitted successors in interest by way of merger, acquisition, or otherwise, and their permitted assigns.

**27. Third Party Beneficiaries.** Neither this Agreement nor any provision contained in this Agreement is intended to confer any rights or remedies upon any person or entity other than the parties hereto.

**28. Force Majeure.** Neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, epidemic or pandemic and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use its best efforts to resume performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible under the circumstances.

**29. Trademarks; Permission.** Licensee may not use any BrightWork trademarks or brand names without the written permission of BrightWork. Unless otherwise agreed by the parties, BrightWork may use Licensee's company name and logo in a customer listing on its website or in connection with its other customer listings for reasonable marketing purposes.

**30. Severability; No Waiver.** If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.

**31. Licensor Remedies.** All remedies in the Agreement are cumulative. Licensee agrees that monetary damages alone may not be an adequate remedy for material breach of the license restrictions or confidentiality provisions of this Agreement and that BrightWork will be entitled to apply for injunctive relief in case of breach of such provisions.

**32. Survival.** The provisions of this Agreement that, by their nature and content, must survive the completion, rescission, termination or expiration of this Agreement in order to achieve the fundamental, intended purposes of this Agreement, will so survive this Agreement and continue to bind the parties.

**33. Compliance with Laws.** The parties hereto agree to comply with, as applicable, all provisions of national, state or provincial, and local laws and regulations that may apply to this Agreement or activities under it, including but not limited to, applicable laws of the United States or other nations relating to exports. BrightWork is an equal opportunities employer.

**34. Government Users.** If Licensee is a branch or agency of the United States Government, the Software and Documentation comprise "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212, and the license granted herein is limited accordingly.

**35. Amendments.** From time to time, BrightWork may amend or modify this Agreement. Unless otherwise stated by BrightWork, changes become effective for existing subscription customers upon renewal of their then current Subscription Term. Licensee's continued use of the Software during the renewal Subscription Term will constitute acceptance of the version of the Agreement in effect at the time the renewal Subscription Term begins.

**36. Entire Agreement.** This Agreement, together with BrightWork proposals and pricing lists, as applicable, constitute the entire agreement between Licensee and BrightWork relating to this subject matter and supersede all prior oral or written communications, agreements and representations, including without limitation, the terms of any Licensee order, confirmation or other form document. Boilerplate, pre-printed, or standard provisions of any Licensee form will have no force or effect.