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This document is a binding legal agreement between you (either an individual person or a single legal entity) (“Licensee”) and BrightWork (as defined below), the licensor of the BrightWork® Software (the “Software”). The Software includes any Software updates, add-on components, web services and/or supplemental software that BrightWork may provide to Licensee for use with the Software, unless such items are accompanied by a separate license agreement or terms of use. This Agreement also covers professional or technical services (“Services”) that relate to the Software, as provided by or for BrightWork, including installation, configuration, and support services. This Agreement is effective on the earlier of the day that Licensee has agreed to its terms or the date of Software receipt (“Effective Date”).

- 1. License Grant.** Subject to the terms of this Agreement, including payment of all License Fees (defined below) due, BrightWork grants to Licensee the non-exclusive and non-transferable license as follows: Licensee may install, use and operate the Software solely for Licensee’s own internal business use. Installation must be at Licensee’s place of business or at a secure hosting installation, managed by a secure and reliable hosting vendor, solely for access and use by Licensee. This Agreement also grants a license for Licensee to use BrightWork-supplied printed and electronic documentation of the Software’s functionality and use (“Documentation”).
- 2. Permitted Named Users and Servers.** Licensee’s use of the Software is limited to the maximum number of Servers (defined below) and/or the maximum number of Named Users (defined below), as specified by the BrightWork proposal or as otherwise authorized in writing by BrightWork. A “Named User” is a named individual assigned to access and use the Software and identified by a unique username and password assigned by Licensee. A “Server” is a single server computer where a single instance of the Software is installed and may operate. Licensee agrees to ensure that only one individual uses any single assigned username and to ensure that passwords are kept secret and not shared.
- 3. Confirming Use.** BrightWork may contact Licensee from time to time to confirm that the number of Named Users and Servers does not exceed the number of 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 Named Users and Servers and other reasonably requested usage information. BrightWork reserves the right to install and use license manager products (such as key-based software) to control the number and/or use of Named Users and Servers. Licensee may make a single back-up copy of the Software.
- 4. Limited Warranty.** BrightWork warrants that the Software will perform substantially in accordance with the accompanying materials for a period of thirty (30) days from the earlier of initial download or initial receipt (the “Limited Warranty”). Any supplements, additions, updates

or upgrades to the Software, including without limitation, any provided to Licensee pursuant to Support Services (as defined below) after the expiration of the thirty (30) day 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, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS PROVIDED THAT THE SOFTWARE IS ERROR-FREE OR THAT IT WILL RUN WITHOUT INTERRUPTION. Licensee agrees to make back-up copies of data and to use reasonable anti-virus protection measures. BrightWork warrants that to the best of its knowledge, the Software is free of any viruses, bugs or malicious code.

5. **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 Licensee Fees paid by Licensee for 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.

6. **Limitations 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 Named 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.

7. **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.

8. **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, license keys, 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.

9. **Damage Exclusion.** BrightWork will not be liable for any incidental, special, punitive or consequential damages, including, without limitation, lost revenue, lost profits or lost or inaccurate data under any circumstances. BrightWork and its licensors will not be liable in the aggregate, for all cumulate liability, for more than the cumulative Licensee Fees paid for licensing the Software.

10. **Support and Maintenance.** Licensee is required to purchase support and maintenance ("Support Services") covering the one-year period beginning on the Effective Date. Thereafter, Licensee may, subject to the terms of this Agreement, renew Support Services on an annual basis; provided that Licensee pays the Support Fees (as defined below) for the applicable period. The terms set forth in Sections 12 to 15 apply to Support Services.

11. **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.

12. **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 e-

mail 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 system via Internet link. Licensee agrees to provide commercially reasonable access to its installation 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-us/contact-us/>.

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 is eligible for Support Services, BrightWork will provide Licensee one copy of each such new Release, without additional charge. BrightWork will provide reasonable assistance to help Licensee install each new Release; provided that such assistance, if provided at Licensee's facility, 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.

i. *Changes in Support Services.* BrightWork reserves the right to modify the Support Services by providing no less than thirty (30) days written notice; provided that BrightWork may not materially reduce its level of Support Services for the current annual period for which Licensee has prepaid.

13. 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 service 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 a computer system other than that for which it is intended as stated in the applicable Documentation.

14. **Fees.**

a. *License Fees and Other Amounts Due.* Licensee agrees to pay all license fees or other amounts due for the Software ("Licensee Fees"), including those in any applicable proposal or price list agreed to by Licensee, together with any applicable professional services fees ("Service Fees"). Unless otherwise specified in any applicable proposal or price list, all amounts are due within fifteen (15) days of invoice date. 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.

b. *Annual Fees.* Licensee agrees to pay a fee for the Support Services that BrightWork renders under this Agreement ("Support Fee"). The Support Fee is payable in advance. The Support Fee is calculated based on the aggregate number of Server licenses or Name User licenses purchased. The Support Fee is subject to change upon thirty (30) days' prior written notice; provided that the Support Fee in effect for the then current term of Licensee's Support Services will remain in effect and the revised Support Fee will not take effect unless and until Licensee renews Support Services for the following year. BrightWork has no obligation to provide Support Services if Licensee fails or declines to pay the Support Fee when due.

c. *Reinstatement of Support.* If Licensee fails to pay the Support Fees, and the BrightWork maintenance and support obligations under this Agreement are discharged. BrightWork may, in its discretion, reinstate Support Services upon Licensee's payment of the then applicable reinstatement fee and/or catch-up fees for the time when Support Fees were not paid.

15. **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.

16. **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.

17. **Term and Termination**

- a. This Agreement is in effect from the Effective Date until terminated as permitted herein.
- b. Either party may terminate this Agreement upon a material breach of this Agreement by the other party not cured within thirty (30) days of written notice.
- c. Licensee may terminate this Agreement, at any time, by ceasing all use of and destroying all copies of the Software and the Documentation.
- d. BrightWork may terminate this Agreement upon Licensee's insolvency, assignment for the benefit of creditors, bankruptcy, or other similar insolvency proceeding.
- e. BrightWork may suspend Support Services or other services hereunder, if Licensee is in material default under this Agreement and the default is not cured within thirty (30) days of written notice. BrightWork may terminate Support Services upon twelve (12) months prior written notice.
- f. All licenses and permissions and all of the service obligations of BrightWork end upon any termination of this Agreement. Upon termination of this Agreement, Licensee must discontinue all use of the Software and destroy all copies of the Software and the Documentation. No refunds are due upon termination, and all fees or amounts owned or accrued become due and payable to BrightWork.

18. **Licensor for this Agreement.** For the purposes of this Agreement, if Licensee takes delivery of the Software in North America, "BrightWork" will mean **Aimware, Inc.** (dba BrightWork), One International Place, Suite 1400, Boston, MA 02110, and if Licensee takes delivery of the Software anywhere else in the world, then "BrightWork" will mean **Aimware, Ltd.** (dba BrightWork), Galway Business Park, Dangan, Galway, Ireland, H91 P2DK.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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 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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.