

# BrightWork Online Agreement

Updated 4 February, 2022

This agreement is between you, the subscriber to the service, and Project Hosts, Inc. who hosts the service. The agreement consists of 4 parts:

- 🔗 Terms of Service
- 🔗 Description of Deployment Services
- 🔗 End User License Agreement (EULA) for Microsoft software
- 🔗 End User License Agreement (EULA) and Support and Upgrade Terms for Aimware dba BrightWork software

## Terms of Service

### Month-to-Month Term

When you first subscribe to the service on the month-to-month plan, the initial term is equal to the remainder of the month in which you subscribed plus the next month. In other words, if you subscribe on February 12, the initial term is from February 12 to March 31, and your credit card will initially be charged a partial monthly fee (February) and a full monthly fee (March) for the subscription. At the end of the initial term, the subscription will automatically be renewed for subsequent one-month terms, and your credit card will be billed on the first day of each renewal term (the first of the month). You may cancel your service at the end of any calendar month by sending an email to [services@projecthosts.com](mailto:services@projecthosts.com) before the end of the month, requesting cancellation of your BrightWork Online subscription.

### Annual Term

If you subscribe to an annual commitment, the subscription shall be for a period of twelve (12) months, 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 the hosted solution is enabled for access by Project Hosts. Except as otherwise specified in a proposal or earlier terminated in accordance with this Agreement, annual subscriptions will not automatically renew at the end of a subscription term. If you do not renew your subscription at the end of a subscription term, the subscription license terminates and access to the hosted solution will be disabled. If Project Hosts terminates your subscription for cause under Section 6 of the Microsoft EULA and/or Aimware dba BrightWork EULA and Support and Upgrade Terms, you must pay any unpaid fees due through the end of the subscription term; any other

fees, including prepaid and unused fees, are otherwise non-refundable. Prior approval by BrightWork and/or Project Hosts will be required to switch from an annual commitment to the month-to-month term.

## **Service Level Agreement**

Project Hosts provides a 99.9% uptime guarantee, where “downtime” excludes scheduled maintenance. If uptime falls below 99.9% in a month, you will be entitled to a credit as outlined below if you: (1) email [services@projecthosts.com](mailto:services@projecthosts.com) to notify Project Hosts of a credit request within five (5) days after the last day of the month within which Project Hosts uptime fell below 99.9%, and (2) identify the relevant trouble ticket(s) relating to the outage for which you are seeking a credit, including the date and time on which the trouble ticket was opened and closed. The credit will be in the form of a discount off the next month of service. If uptime is (i) 99% - 99.9%, (ii) 98% - 98.9%, (iii) 97% - 97.9%, (iv) 96% - 96.9%, (v) 95% - 95.9%, (vi) less than 95%, then the amount of credit given on the next month’s charge will be respectively (i) 1%, (ii) 2%, (iii) 4%, (iv) 6%, (v) 10%, (vi) 15%. These credits will be your sole and exclusive remedy and Project Hosts’ sole obligation for the failure to meet the 99.9% uptime guarantee.

## **Support**

Project Hosts provides 24x7 email support of BrightWork Online. If you have a support issue, please email [support@projecthosts.com](mailto:support@projecthosts.com) for assistance.

The following areas are covered by Project Hosts support:

- ❓ Connecting to BrightWork Online (both by browser and by Project Professional)
- ❓ Frequently asked questions (e.g. how to create additional users)
- ❓ Issues related to application performance, bugs, or
- ❓ Restores from backup, including making customer data available for download upon cancellation of services

The following areas are not covered by Project Hosts support and may require an additional services engagement

- ❓ Configuration of BrightWork Online to match customer business requirements
- ❓ Training classes for customer users

## **Security**

Project Hosts shall provide commercially reasonable security for the Deployment, provided, however, that in no event shall the level of security provided by Project Hosts with respect to the Deployment fall below the level of security Project Hosts provides for its own servers, equipment, software, data, and personnel or below the level generally accepted as industry standard. More about security can be found on the site: <http://www.projecthosts.com/services-security.asp>

## **Privacy**

Project Hosts is committed to protecting your privacy. In order to provide you with hosted services, it is necessary for Project Hosts to collect, store, process, transmit, and otherwise handle private information. All such activities at Project Hosts are intended to be consistent with both generally accepted privacy ethics and standard business practices. To see our full privacy statement, please go to <http://www.projecthosts.com/privacy.asp>

## **Storage charges**

100 MB of storage is included with each user of a BrightWork Online environment. For example, if there are 20 users in an environment, 2GB of storage is included in the standard user fees. If more storage than that is used in an environment, then additional storage will be charged at a rate of \$5/(200 MB)/month. For example if 3GB of storage is being used for a 20-user deployment, \$25/month will automatically be charged for additional storage. There is a storage monitor in the environment that will let admin users know how much storage they are using and will alert them by email about being in an overage situation before charging their credit card.

## **Backup**

Project Hosts will back up the environment on a daily basis, encrypt the backups and store the encrypted backup files offsite at a remote data center. Backup retention is as follows: Daily backups are retained 14 days, weekly backups are retained 4 weeks, and monthly backups are retained 3 months.

## **Limited Liability**

LIMITED LIABILITY. IN NO EVENT WILL PROJECT HOSTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF PROJECT HOSTS FOR ANY CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR SERVICE, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AMOUNT OF SERVICES FEES PAID BY THE CUSTOMER

EITHER DIRECTLY TO PROJECT HOSTS OR THROUGH A PARTNER/RESELLER FOR SERVICE RENDERED FOR THE IMMEDIATELY PRIOR ONE (1) MONTH OF BILLING.

## **Description of Deployment Services**

### **Deployment, Setup & Training**

Customer success is our main priority and we realize that one deployment approach will not fit all customers. BrightWork and our partners are happy to provide just-enough consulting and deployment services targeted at successful design, implementation and usage of the BrightWork Online collaboration project management solution as needed. In most cases, BrightWork Online can be deployed in a matter of days as opposed to weeks or months. The initial purchase of BrightWork Online asks you to purchase a getting started package that includes 4 hours of deployment services at a cost of \$900.

### **Self Help JumpStart**

All initial orders of BrightWork Online are bundled with 4 hours of initial mentoring and training support to ensure your accelerated success. If you are already familiar with SharePoint and you understand the basic principles of work and project management then you will be able to deploy BrightWork Online with as little as 4 hours of external assistance in 3 simple steps as follows:

1. Create a Project Office site (to manage multiple projects) using one of the BrightWork Online supplied Project Office templates.
2. Create and populate individual projects underneath using one or more of the BrightWork Online supplied Project Management templates.
3. Show team members where to find and manage their work.

Once you place your initial order and subscribe to BrightWork Online a BrightWork representative will be in contact with you to schedule your deployment kick-off call. This call will get you started and will decide specifically how to assist you with this Self Help JumpStart approach.

### **Training Access**

BrightWork Online comes supplied with a pretty detailed introductory training guide for the initial 30 day evaluation/trial period. Fully subscribed customers of BrightWork Online receive access to role based training materials for Team Members, Project Managers, Program/Senior Managers and Project Office Teams administrators. This role based training is available in a training guide class room exercise format. All these training materials are free to all current subscribed customers. Training can be provided remotely (via web meeting) or on site as needed. The use of the training materials by

customers is included in the BrightWork Online subscription price. The delivery of training by BrightWork or BrightWork partners is a charged service. Some of the initial 4 hours purchased with BrightWork Online can be used to deliver training to new customers.

### **Deployment Consulting Support**

The BrightWork Customer Success team and our regional partners will be very happy to provide consulting services to accelerate your deployment and adoption and ultimately increase your return on investment from the BrightWork Online solution. Some of the initial 4 hours purchased with BrightWork Online can be used to deliver consulting support to new customers and extra hours can be purchased by contacting [info@brightwork.com](mailto:info@brightwork.com) More details on the agile deployment approach adopted and recommended by BrightWork can be obtained by contacting [info@brightwork.com](mailto:info@brightwork.com).

# Microsoft EULA

This BrightWork Online deployment is being provided for you by Project Hosts, a Microsoft partner. This document concerns your use of this Microsoft software and of the "online" or electronic documentation used in conjunction with your BrightWork Online Deployment (individually and collectively "SOFTWARE PRODUCTS"). Your right to use the SOFTWARE PRODUCTS in your BrightWork Online Deployment is subject to your understanding of, compliance with and consent to the following terms and conditions.

## 1. DEFINITIONS.

"Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

"Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.

"Server Software" means software that provides services or functionality on a computer acting as a server.

## 2. OWNERSHIP OF SOFTWARE PRODUCTS.

All title and intellectual property rights in and to the SOFTWARE PRODUCTS (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE PRODUCTS) are owned by Microsoft or its suppliers. The SOFTWARE PRODUCTS are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the

SOFTWARE PRODUCTS does not transfer any ownership of the SOFTWARE PRODUCTS or any intellectual property rights to you.

## 3. COPIES.

You may not make any copies of the SOFTWARE PRODUCTS; provided, however, that you may (a) make one (1) copy of Client Software by installing it on your Device. You may not copy any printed materials accompanying the SOFTWARE PRODUCTS.

4. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCTS, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

5. NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the SOFTWARE PRODUCTS to any third party, and you may not permit any third party to have access to and/or use the functionality of the SOFTWARE PRODUCTS.

6. TERMINATION. Without prejudice to any other rights, Project Hosts may terminate your rights to use the SOFTWARE PRODUCTS if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the SOFTWARE PRODUCTS, and destroy all copies of the SOFTWARE PRODUCTS and all of its component parts.

7. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT OR PROJECT HOSTS. NEITHER MICROSOFT NOR PROJECT HOSTS MAKE ANY WARRANTIES. ANY LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE ACCEPTED SOLELY BY YOU AND NOT BY MICROSOFT, PROJECT HOSTS, OR MICROSOFT'S AFFILIATES OR SUBSIDIARIES.

8. PRODUCT SUPPORT. Any product support for the SOFTWARE PRODUCTS is provided to you by Project Hosts and is not provided by Microsoft or its affiliates or subsidiaries.

9. NOT FAULT TOLERANT. THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

10. EXPORT RESTRICTIONS. The SOFTWARE PRODUCTS are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCTS, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

11. LIABILITY FOR BREACH. You agree that you will be legally responsible directly to Microsoft for any breach of these terms and conditions.

# **AIMWARE dba BrightWork EULA and Support and Upgrade Terms**

This BrightWork Online deployment is being provided for you by Project Hosts, a BrightWork partner. This Agreement concerns your use of the BrightWork software and of the "online" or electronic documentation used in conjunction with your BrightWork Online Deployment (individually and collectively "BRIGHTWORK PRODUCTS"). Your right to use the BRIGHTWORK PRODUCTS in your BrightWork Online Deployment is subject to your understanding of, compliance with and consent to the following terms and conditions.

If you are using the BRIGHTWORK PRODUCTS in North America, this Agreement is between you and Aimware, Inc., and if you are using BRIGHTWORK PRODUCTS anywhere else in the world this Agreement is between you and Aimware, Ltd.

1. **USE OF BRIGHTWORK HOSTED SOFTWARE.** Subject to this Agreement, BRIGHTWORK grants to you the non-exclusive and non-transferable license to use and operate the BRIGHTWORK PRODUCTS for your own internal business use within the Project Hosts environment only. You may provide access to the BRIGHTWORK PRODUCTS for up to the maximum number of Users as you have purchased. In this Agreement a "User" is defined as a Named Person accessing the BRIGHTWORK PRODUCTS or using the BRIGHTWORK PRODUCTS in any way. You are responsible for the acts or omissions of all persons that you permit to use the BRIGHTWORK PRODUCTS.

**Trial Versions.** If you have been granted a trial version of the BRIGHTWORK PRODUCTS by Project Hosts, you are granted a limited, non-exclusive license to use the BRIGHTWORK PRODUCTS for the specific purpose of evaluating the BRIGHTWORK PRODUCTS for 30 days or such other period as Project Hosts may authorize in writing.

2. **OWNERSHIP OF BRIGHTWORK PRODUCTS.** All title and intellectual property rights in and to the BRIGHTWORK PRODUCTS (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the BRIGHTWORK PRODUCTS) are owned by BrightWork or its suppliers. The BRIGHTWORK PRODUCTS are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the BRIGHTWORK PRODUCTS does not transfer any ownership of the BRIGHTWORK PRODUCTS or any intellectual property rights to you.

3. **COPIES.** You may not make any copies of the BRIGHTWORK PRODUCTS; provided, however, that you may (a) make one (1) copy of Client Software by installing it on your Device. You may not copy any printed materials accompanying the BRIGHTWORK PRODUCTS.



4. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the BRIGHTWORK PRODUCTS, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

5. NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the BRIGHTWORK PRODUCTS to any third party, and you may not permit any third party to have access to and/or use the functionality of the BRIGHTWORK PRODUCTS.

6. TERMINATION. Without prejudice to any other rights, Project Hosts may terminate your rights to use the BRIGHTWORK PRODUCTS if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the BRIGHTWORK PRODUCTS, and destroy all copies of the BRIGHTWORK PRODUCTS and all of its component parts.

7. NO WARRANTIES, LIABILITIES OR REMEDIES BY BRIGHTWORK OR PROJECT HOSTS. NEITHER BRIGHTWORK NOR PROJECT HOSTS MAKE ANY WARRANTIES. ANY LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE ACCEPTED SOLELY BY YOU AND NOT BY BRIGHTWORK, PROJECT HOSTS, OR BRIGHTWORK'S AFFILIATES OR SUBSIDIARIES.

8. PRODUCT SUPPORT. First Line Product Support for the BRIGHTWORK PRODUCTS is provided to you by Project Hosts. In the event that Project Hosts Product Support Team determines that more specialized attention is needed for your issue, they will contact BRIGHTWORK on your behalf for Second Line Product Support. You agree to designate 2 Product Support Contacts for your Group and they shall be the only individuals who may contact PRODUCT SUPPORT on behalf of your Group. You agree that you will only use PRODUCT SUPPORT Services if the BRIGHTWORK PRODUCTS fail to work as set forth in the documentation or when the documentation is unclear and you will limit the number of Support Calls for your Group to no more than 10 per month. You agree to furnish descriptions of Errors in the form requested by Project Hosts and/or BrightWork staff. You also agree to assist in the duplication of a reported Error. Several online support and training resources will be available for your use. If the duration of your hosted site with Project Hosts is 6 months or longer, Brightwork will provide a 1 hour free Health Check for your project performed by a BrightWork Consultant.

9. NOT FAULT TOLERANT. THE BRIGHTWORK PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE BRIGHTWORK PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

10. LIABILITY FOR BREACH. You agree that you will be legally responsible directly to BrightWork for any breach of these terms and conditions.

11. APPLICABLE LAW. If your Agreement is with Aimware, Inc, the 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 shall have exclusive jurisdiction and venue over any claim arising from this agreement, the BRIGHTWORK PRODUCTS or the relationship of the parties. If your Agreement is with Aimware, Ltd, the agreement is governed by the Laws of Ireland.