CITY OF ROUND ROCK
AGREEMENT FOR
ASSET TAGGING SOFTWARE
WITH
BRIGHTLY SOFTWARE INC.

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	**KNOW ALL BY THESE PRESENTS:**
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS AGREEMENT for purchase of asset tagging software (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of October, 2024 by and between the **CITY OF ROUND ROCK**, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and **BRIGHTLY SOFTWARE INC.**, a company whose address is 11000 Regency Parkway, Suite 300, Cary, North Carolina 27518 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase goods and services related to asset tagging software; and

WHEREAS, City is a member of the Omnia Cooperative Purchasing Program (the "Co-op") and Vendor is an approved Co-op vendor through Co-op Contract #R210702; and

WHEREAS, City desires to purchase certain goods and/or services from Vendor through the Co-op as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.0   DEFINITIONS

A.   **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and services and Vendor is obligated to provide same. The

4893-6616-4714/ss2

Agreement includes Vendor's Proposal (Order Form Q-408560), attached as Exhibit "A," said exhibits incorporated herein by reference for all purposes.

B.   **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C.   **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D.   **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E.   **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

F.   **Vendor** means Brightly Software Inc., its successor or assigns.

2.0   EFFECTIVE DATE AND TERM

A.   This Agreement shall be effective on the date this Agreement has been signed by each party hereto and shall remain in full force and effect unless and until it expires by operation of the term indicated herein or is terminated or extended as provided herein.

B.   The term of this Agreement shall begin with the Effective Date and end on the 31st day of March, 2027, in the event the Co-op Contract #R2210702 is not renewed for an additional term. This Agreement shall expire anytime thereafter in the event is not further renewed at the end of any renewal term. So long as Co-op Contract #R2210702 continues to be renewed, this Agreement shall continue to remain in effect pursuant to the terms and conditions set forth herein, however, in no event shall the term of this Agreement exceed sixty (60) months from the effective date hereof.

3.0   CONTRACT DOCUMENTS AND EXHIBITS

The Agreement shall consist of this Agreement, Exhibit "A" (Order Form Q-408560, and Co-op Contract #R2210702.

4.0   SCOPE OF WORK

Vendor shall satisfactorily provide all goods and services described under the attached Exhibit "A" within the contract term specified in Section 2.01. Vendor's undertakings shall be limited to providing goods and performing services for City and/or advising City concerning

those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.0   CONTRACT AMOUNT

In consideration for the goods and services to be performed by Vendor, City agrees to pay the Vendor an amount not-to-exceed a total of **Two Hundred Fifteen Thousand Four Hundred Three and No/100 Dollars ($215,403.00)** for the term of this Agreement to be paid as set forth in the attached Exhibit "A."

6.0   INVOICES

All invoices shall include, at a minimum, the following information:

A.   Name and address of Vendor;

B.   Purchase Order Number;

C.   Description and quantity of items received or services provided; and

D.   Delivery or performance dates.

7.0   NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the goods and services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.0   PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

A.   There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or

B.   The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

C.   There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

D.   Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.0   GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement.   In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.0   TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.0   INSURANCE

Vendor shall provide an acceptable certificate of insurance to the City within ten (10) days of execution of this Agreement.

Such certificate (ACCORD) shall show the following coverages:

i.   Commercial General Liability covering premises, operations, Product/Completed operations, Broad Form Property Damage, Personal Injury and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$1,000,000 each occurrence $2,000,000 annual aggregate
Property Damage Liability	$1,000,000 each occurrence $2,000,000 annual aggregate

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Or

Bodily Injury & Property Damage Liability (Combined Single Limit)	$1,000,000 each occurrence $2,000,000 each aggregate

ii. Automobile Liability – Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence

Or

Bodily Injury & Property Damage Liability (Combined Single Limit)	$1,000,000 each occurrence $2,000,000 each aggregate

iii. Worker's compensation to meet statutory requirements

iv. Employer's Liability for minimum limits of:	$1,000,000 each occurrence $1,000,000 occ. disease $2,000,000 annual aggregate
v. Professional Liability (claims made basis)	$1,000,000 each claim $1,000,000 annual aggregate

The City shall be added as a primary and non-contributory additional insured for the commercial, general, and auto liability policies.

12.0 CITY'S REPRESENTATIVES

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Eric Dady
Facility manager
General Services Department
512-688-0350
edady@roundrocktexas.gov

13.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the

reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

14.0   DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

1.   Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

2.   Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

3.   Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

15.0   TERMINATION AND SUSPENSION

A.   If either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written 30-day notice/cure period if the breach has not been cured during such notice/cure period.

B.   Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

C.   In the event City terminates under subsections (A) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

16.0 LIMITATION OF LIABILITY

Vendor's aggregate liability for all claims under the Scope of Work shall not exceed the amount of fees paid by City at the time of the claim.

17.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A.   Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B.   In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contact contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the terms of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C.   In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars ($100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D.   In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars ($100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

18.0 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

19.0   NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1.   When delivered personally to the recipient's address as stated in this Agreement; or

2.   Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Brightly Software Inc.
Corporate Trust Center
1209 Orange Street
Wilmington, DE 19801

Notice to City:

Laurie Hadley, City Manager		Stephanie L. Sandre, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

20.0   APPLICABLE LAW, ENFORCEMENT, AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

21.0   EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

22.0   DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration

proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

23.0   SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

24.0   MISCELLANEOUS PROVISIONS

Standard of Care.   Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed as original, but all of which together will constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.
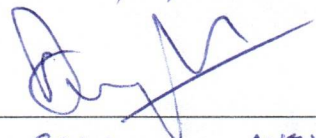
Brightly Software Inc.

By:_____

Printed Name:___TREY SEUC_____

Title:___CHIEF CLIENT OFFICER_____

Date Signed:___10/29/24_____

By:_____

Printed Name:___SAANCHIKA ANJULI WEERASINGHE___

Title:___VP, FINANCE_____

Date Signed:___10/29/24_____

City of Round Rock, Texas

By:_____

Printed Name:_____

Title:_____

Date Signed:_____

ATTEST:

By: _____
Ann Franklin, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephanie L. Sandre, City Attorney

PREPARED FOR

City Of Round Rock ("Customer")

PREPARED BY

Brightly Software Inc

11000 Regency Parkway, Suite 300

Cary, NC 27518

PUBLISHED ON

July 22, 2024

July 17, 2024
City Of Round Rock

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Dude Solutions, Inc. is dedicated to providing best in class solutions, including the following for City Of Round Rock.

Service Term: 60 months (11/01/2024 - 10/31/2029)

Cloud Services

Item	Start Date	End Date	Investment
Asset Essentials Core Plus	11/1/2024	10/31/2025	$24,736.47
Facilities/Physical Plant Module	11/1/2024	10/31/2025	$0.00
Asset Essentials Inventory	11/1/2024	10/31/2025	$0.00
Predictor Facilities/ Physical Plant	11/1/2024	10/31/2025	$0.00
Capital Predictor Enterprise	11/1/2024	10/31/2025	$8,724.09
AE Pop Core Plus Services	11/1/2024	10/31/2025	$0.00
Asset Essentials Core	11/1/2024	10/31/2025	$0.00
		Annual Renewal:	**$33,460.56 USD**

*Your Omnia Partners (formerly National IPA, formerly TCPN) discount has been applied.

Cloud Services Subscription

Item	Investment Year 2 Start Date: 11/01/2025	Investment Year 3 Start Date: 11/01/2026	Investment Year 4 Start Date: 11/01/2027	Investment Year 5 Start Date: 11/01/2028
Asset Essentials Core Plus	24,736.47 USD	24,736.47 USD	24,736.47 USD	24,736.47 USD
Facilities/ Physical Plant Module				
Asset Essentials Inventory				
Predictor Facilities/ Physical Plant				
Capital Predictor Enterprise	8,985.81 USD	9,255.39 USD	9,533.06 USD	9,819.05 USD
AE Pop Core Plus Services				
Asset Essentials Core				
Total:	33,722.28 USD	33,991.86 USD	34,269.53 USD	34,555.52 USD

Exhibit "A"

Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- Proposal expires in sixty (60) days.

- The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.

- Payment terms: Net 30

- This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.

- Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.
- Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including

withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

- Where the Customer is a public entity ("Public Entity Customer"), Public Entity Customer shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Public Entity Customer fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Public Entity Customer may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Public Entity Customer shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Public Entity Customer agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Public Entity Customer will not be entitled to a refund or offset of previously paid, but unused Fees

Cloud Services

- Billing frequency: Annual

- Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) .
- Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.

- During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.

- Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its

Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

- Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.

- Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-415183 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (mailto:Purchaseorders@Brightlysoftware.com)

- Brightly Software, Inc. can provide evidence of insurance upon request.

Signature

Presented to:

Q-415183
July 17, 2024, 4:27:26 PM

Accepted by:

_____

Printed Name

_____

Signed Name

_____

Title

_____

Date