

## **End User License Agreement (EULA)**

*Bright Arboretum – Effective September 24, 2024*

This End User License Agreement ("EULA") governs the relationship between you and Bright IT GmbH ("Bright IT," "we," "us," or "our") concerning your use of the Bright Arboretum software and related services (the "Service"). By installing the Service or any updates, you agree to be bound by this License Agreement.

### **License Grant**

Subject to this Agreement, Bright IT grants you a non-transferable, non-exclusive license to use Arboretum solely for your internal business operations, in accordance with this EULA.

### **Maintenance and Support**

Bright IT is not obligated to provide ongoing maintenance or technical support for Arboretum unless otherwise agreed in writing. However, Bright IT may, at its discretion, offer support packages or paid support services for users. In the event such services are provided, they will be governed by separate terms and conditions, which you will be required to accept prior to receiving the support.

### **Data Protection and Compliance**

You are responsible for complying with all applicable laws, regulations, and industry standards related to the processing of personal data within your use of Arboretum. Bright IT does not guarantee compliance with specific regulations (e.g., GDPR, HIPAA) unless explicitly stated in writing. By using Arboretum, you acknowledge that third-party systems, such as Contentful, may have separate terms and privacy policies that govern the handling of data, and you agree to abide by those terms.

### **Marketing and Publicity**

You agree that Bright IT may identify your company as a customer of Arboretum in its marketing and promotional materials, including but not limited to the use of your company's name, logo, and non-confidential details regarding your usage of Arboretum. Should you wish to opt-out of this, you must notify us in writing at [support@bright.global](mailto:support@bright.global).

### **Termination of License**

Bright IT reserves the right to terminate your license to use Arboretum at any time if you breach this EULA. Upon termination, you agree to immediately cease all use of Arboretum and remove any installed copies. Bright IT may also terminate access to Arboretum without notice if required by applicable law or due to discontinuation of the software.

Upon termination, any rights or obligations that by their nature should survive termination (such as data protection and confidentiality provisions) will continue to apply.

## **Intellectual Property**

Bright IT retains all ownership and intellectual property rights in Arboretum, including any modifications, updates, or enhancements. You may not copy, modify, or create derivative works of Arboretum except as expressly permitted by this EULA.

All trademarks, logos, and service marks used in connection with Arboretum are the property of Bright IT or its licensors. You agree not to remove, obscure, or alter any copyright, trademark, or other proprietary rights notices.

## **Limitation of Liability**

To the maximum extent permitted by law, Bright IT is not liable for indirect, incidental, or consequential damages arising out of the use or inability to use Arboretum, including loss of data, business interruptions, or costs of substitute services.

## **Data Security**

Bright IT encourages all users to take appropriate measures to ensure the security and backup of their data when using Arboretum, including regular backups of your Contentful project data. Bright IT is not responsible for any data loss due to system failures, misuse of the Service, or other unforeseen events.

## **Monitoring and Audits**

Bright IT reserves the right to monitor usage of Arboretum, among others to ensure compliance with this EULA and applicable law. We may take action to prevent, detect, or address violations, which may include suspension or termination of access to the Service.

## **Dispute Resolution**

In the event of a dispute, you agree to first attempt to resolve the issue by contacting Bright IT at [support@bright.global](mailto:support@bright.global). If the dispute cannot be resolved informally, it will be settled by binding arbitration under the rules of the American Arbitration Association, subject to applicable law.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Austria. Any disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the courts in Innsbruck, Austria.

## **Modification of Terms**

Bright IT reserves the right to modify the terms of this EULA at any time. Any updates will be posted on our website or provided to you through other means. By continuing to use Arboretum after modifications, you agree to the updated terms.