

Brightpath Software, Inc. — Contract Review Playbook

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This playbook states Brightpath's standard positions for reviewing vendor agreements, NDAs, and real-estate leases. Reviewers must flag every deviation and escalate any Dealbreaker to the General Counsel before signature.

1. Dealbreakers (never accept without GC approval)

- 1.1 Personal guaranties by founders, officers, or employees of company obligations.
- 1.2 One-way (non-mutual) indemnification obligations running against Brightpath.
- 1.3 Exclusive jurisdiction, venue, or arbitration outside Delaware or California.
- 1.4 Assignment of Brightpath pre-existing intellectual property to a counterparty.

2. Liability

- 2.1 Aggregate liability cap must equal at least twelve (12) months of fees paid or payable.
- 2.2 The cap must carve out: indemnification obligations, breach of confidentiality, data breach / breach of data-security obligations, and gross negligence or willful misconduct. A cap that includes these categories is a High-severity deviation.

3. Term, Renewal, and Termination

- 3.1 Auto-renewal periods must not exceed twelve (12) months, with a cancellation notice window of no more than sixty (60) days.
- 3.2 Brightpath must have termination for convenience on thirty (30) days' notice or less, exercisable no later than after the first six (6) months.

4. Payment

- 4.1 Payment terms: Net-45 preferred; Net-30 acceptable; shorter than Net-30 is a deviation.
- 4.2 Late-payment charges must not exceed one percent (1.0%) per month.
- 4.3 Renewal price increases capped at five percent (5%) per year.

5. Intellectual Property and Data

- 5.1 Brightpath owns all work product, deliverables, and configurations upon payment.
- 5.2 Vendor use of Brightpath data is limited to anonymized, aggregated use for service improvement.

6. Confidentiality and NDAs

- 6.1 Confidentiality term: three (3) years standard; terms longer than three years require Legal approval; five (5) years is the absolute maximum.
- 6.2 Oral disclosures are Confidential Information only if confirmed in writing within thirty (30) days.

7. Data Security

7.1 Vendors handling Brightpath data must notify Brightpath of a security incident within seventy-two (72) hours. Absence of a breach-notification clause is a High-severity gap.

7.2 Vendors must carry cyber-liability insurance of at least \$2,000,000.

8. Disputes and Governing Law

8.1 Preferred governing law: Delaware or California. Courts preferred over arbitration.

9. Non-Solicitation

9.1 Mutual non-solicitation acceptable up to twelve (12) months; longer periods are a deviation.

10. Real-Estate Leases

10.1 Annual escalations must be fixed and capped at four percent (4%); uncapped CPI escalations are a High-severity deviation.

10.2 Security deposit must not exceed three (3) months of base rent.

10.3 Tenant must have the right to sublease or assign to affiliates without landlord consent.

10.4 Holdover rent must not exceed 150% of base rent.

10.5 Personal guaranties are prohibited (see Dealbreaker 1.1).