

Curator by InterWorks
SaaS Addendum

This SaaS Addendum (“Addendum”) is between InterWorks, Inc. (“InterWorks”) and the customer (individual or entity) that has downloaded or otherwise procured the Curator by InterWorks software for use as an end user (“User”). This Addendum supplements and is subject to all the terms of the Curator by InterWorks End User License Agreement (“EULA”) and all capitalized terms used but not otherwise defined herein shall have the definitions given in the EULA or the Ordering Document. This Addendum applies only to Curator by InterWorks software that is designated as “SaaS” on the applicable Ordering Document. This Addendum was last updated on February 8, 2024, and is effective as of the date they are accepted by the Customer.

1. Terms for Curator Software as a Service (“SaaS”). If the Software is designated “SaaS” on the applicable Ordering Document, the following clarifications and modifications of the EULA shall apply:
 - a) The License Term is fixed for the period noted on the Ordering Document.
 - b) The Software will be hosted on a Site controlled by InterWorks.
 - c) InterWorks will make the Software available as a service and provide standard support for the Software at no additional charge (unless a premium support plan is purchased) in accordance with the EULA, this Addendum, and the applicable Ordering Document.
 - d) InterWorks will use commercially reasonable efforts to make the Software available 24 hours a day, 7 days a week, except for: (i) planned downtime (for which InterWorks will provide advanced notice by email or other electronic means), and (ii) any unavailability caused by circumstances beyond InterWorks’ reasonable control, and in accordance with the EULA, this Addendum, and the applicable Ordering Document.

2. Usage Restrictions. In addition to the License Restrictions contained in the EULA, Customer will not (a) make the Software available to anyone other than permitted users, or use the Software for the benefit of anyone other than Customer or its affiliates, (b) sell, resell, license, sublicense, distribute, rent or lease access to any Software, (c) use the Software in any way that violates applicable law or any third-party privacy rights, (d) attempt to gain unauthorized access to any Software or its related systems or networks, (e) attempt circumvent usage limits, if any, as described in the Ordering Document, or (e) use any services to access, copy or use any of InterWorks’ intellectual property except as permitted under the EULA, this Addendum, or an Ordering Document.