



12120 Sunset Hills Road, The Sixth Floor, Reston, VA 20190

October 25, 2022

Jacquelyn Hendricks  
Harrisonburg, VA

Dear Jacquelyn:

Congratulations! This is your offer of employment from Perfect Sense, Inc. ("Perfect Sense", "Brightspot", or the "Company" for the sake of the legal language below), and an opportunity to join a great team and work on great projects.

Your title will be Software Engineer and you will report to Lee Teague, our SVP, Engineering. Your start date and effective date of employment is Monday, June 5, 2023. In addition to the industry-leading benefits outlined below, your starting salary will be \$100,000.

Please read all of the sections below, which outline benefits and responsibilities of your particular role at Brightspot. We want to make you part of our team – here's why we think you will very much want to join:

1. **Salary.** This is a full time salaried position. Your initial salary will be \$100,000 annualized and subject to standard payroll deductions and paid on the Company's regular payroll dates in accordance with the Company's normal payroll practices. You will have regular opportunities to meet with your manager and other leaders in the company to review your progress and goals. Your employment category will be Regular Full-Time Employee.
2. **Performance Bonus Plans.** In addition to your salary, you will be eligible for an annual bonus of 10% of your annual base salary determined by the company, pro-rated based on your start date, and based on your performance, the company meeting its business objectives, and board approval.
3. **Mission.** As a member of the Brightspot team, you will participate first-hand in one of our many charitable efforts, which benefit organizations including Special Olympics, The First Tee, Boulder Crest Foundation, and the YMCA. Participation in these and other efforts is key to who we are as a company and the impact we make within our community.
4. **Benefits.** In addition to your compensation, you will be eligible to receive health, vision, and dental insurance benefits that are generally offered to Company employees in similar positions, as well as other benefits that the Company may offer to employees in similar positions as may be adopted from time to time by the Company. Your participation shall be subject to (i) the terms of the applicable plan documents, (ii) generally applicable Company policies, and (iii) the discretion of the Company or any administrative or other committee provided for in, or contemplated by such plan of programs. These plans and programs are subject to change or termination at the sole discretion of the Company.

5. **Savings Plan.** You will be eligible for Brightspot's industry-leading, employee-focused 401(k) retirement plan, which includes the following benefits:

- Eligibility starting in the first calendar month after your hire date
- Any new monies are 100% vested in your first year
- Brightspot matches the first 3% with a 100% match
- Brightspot matches an additional 2% with a 50% match

In other words: if you were to commit 5% of your pre-tax salary to your savings plan, Brightspot would contribute an additional 4% of your salary, all of which is vested that year.

6. **Vacation and Personal Time Off.** As a Regular Full-Time Employee, in your first four years, you accrue 15 days (120 hours) of vacation per year. In your first year, your vacation time is pro-rated per Company policy based on your start date. Vacation time increases at the start of your fifth year (an additional week). In addition to your accrued vacation, you will also be granted 5 additional days of vacation during our mandatory holiday break. In 2023, this break is between December 25, 2023 and December 29, 2023. Additionally, as a regular full-time employee you are provided with 40 hours of sick leave on an annual basis. Additional leave may be provided based on location-specific sick leave requirements. In your first year, your sick leave is pro-rated per Company policy based on your start date.
7. **Holidays.** You will be paid for selected holidays in accordance with the Company's holiday schedule and policies.
8. **Sabbatical.** After 5 years of employment at Brightspot you will be eligible for an additional one time 3-week paid leave.
9. **Policies and Procedures.** Your employment is subject to the Company's personnel policies and procedures, including, without limitation, those described in this offer letter and the Company's Employee Handbook, as they may be interpreted, adopted, revised or deleted from time to time in the Company's sole discretion.
10. **Other Business Activities.** You will devote all your working time and your best efforts to the performance of your duties as Software Engineer and to the performance of such related and other duties as may from time to time be assigned to you by the Company, to the exclusion of all other employment and business activity. For purposes of clarity, during your employment with Company, you will not perform services of the kind you perform or are required to perform for Company, for any third party, including without limitation, in a consulting capacity.

11. **At Will Employment.** The Company is an “at-will” employer. That means that both employees and the Company have the right to terminate employment at any time, with or without advance notice and with or without cause.
12. **Employment Eligibility Requirements.** As a condition of your employment with the Company, you will satisfy the eligibility requirements for employment in the United States and will furnish the Company all necessary documentation to satisfy the requirements of the Immigration Reform and Control Act of 1986.
13. **Employee Inventions Agreement.** In consideration for this offer of employment and as a condition of employment, you will be required to sign a Confidential Information and Inventions Assignment Agreement, provided to you with your new employee forms packet.
14. **Referral Bonus.** We know you will tell your friends about what a great experience it is to work at Brightspot. Make your time here even more fun by referring your friends. The Company will pay you \$2,500 for each friend you refer who joins the Company (after your friend is with us for 90 days).

This offer is contingent upon final reference and background checks. By signing this letter, you are representing that you have full authority to accept this position and perform the duties of the position without conflict with any other obligations and that you are not involved in any situation that might create, or appear to create, a conflict of interest with respect to your loyalty to or duties for the Company. You specifically warrant that you are not subject to an employment agreement or restrictive covenant preventing full performance of your duties to the Company.

Please sign and return by Wednesday, November 16, 2022. A copy should be retained for your records.

I am hopeful that you will choose to accept our offer, and I look forward to working with you!

Sincerely,

A handwritten signature in black ink that reads "Raleigh McClayton". The signature is written in a cursive, flowing style.

Raleigh McClayton  
Chief Executive Officer  
Perfect Sense, Inc. dba Brightspot

By signing below, you consent that you have read and agree to the terms of the above offer and agree to start your employment with Perfect Sense, Inc. effective Monday, June 5, 2023. In addition, you represent that you are not subject to any agreement, judgment, order, or restriction that would be violated by your being employed with that Company, or that in any way restricts your ability to perform services for the Company.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_