



End User License Agreement

INSIGHTSOFTWARE, LLC, INCLUDING ANY OF ITS AFFILIATES (“INSIGHTSOFTWARE”) IS WILLING TO LICENSE THIS SOFTWARE TO YOU UPON THE CONDITION THAT YOU PURCHASED THE SOFTWARE FROM AN AUTHORIZED RESELLER AND COMPLY AT ALL TIMES WITH THE TERMS OF THIS END USER LICENSE AGREEMENT. TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS END USER LICENSE AGREEMENT AND ANY TERMS IN THE AGREEMENT BETWEEN YOU AND THE AUTHORIZED RESELLER, THE TERMS OF THIS END USER LICENSE AGREEMENT SHALL TAKE PRECEDENCE.

Purchases of, use of, and access to insightsoftware services, software (“Software”), standard installation materials, specifications, and online user documents, and other documentation relating to the Software made available by insightsoftware to You (collectively, “Documentation”) under a Reseller End User Agreement (as defined below) with a company insightsoftware is willing to authorize to act in the capacity of an authorized reseller (“**Reseller**”) and the party being provided a license to the Software in such Reseller End User Agreement (as defined below) shall be subject to the terms of this End User License Agreement as of the dates specified in the Reseller End User Agreement (the “**Effective Date**”). You as an End User agree to be bound by these End User License Agreement terms.

1. Definitions.

1.1 “Reseller End User Agreement” shall mean an agreement between an insightsoftware authorized Reseller and an End User that has been approved by insightsoftware under which End User is provided a right to access and use the Software or insightsoftware services, in accordance with the terms of this End User License Agreement.

2. Grant of License.

2.1 Subject to the terms of this EULA and payment of the fees set forth in the Reseller End User Agreement, insightsoftware hereby grants to You, and You accept, a worldwide, non-transferable, nonexclusive, non-sublicensable license to use the object code version of the Software and Documentation only as authorized in this EULA during the term set forth in the Reseller Agreement (the “Term”). You are not permitted to use the Software in any manner not expressly authorized by this EULA. This EULA shall remain in full force and effect for the duration of Your use of the Software.

2.2 insightsoftware reserves all rights in the Software, updates and Documentation not specifically granted herein.

2.3 The rights and licenses granted to You under this EULA are personal to You and except to the extent expressly authorized in writing by insightsoftware are not transferable or assignable to another end user (including other end users within your organization) without the prior written consent of insightsoftware.

2.4 You may use the Software and Documentation provided to you by or on behalf of insightsoftware for the duration of the Term, solely for your internal business purposes.

2.5 Except as stated otherwise herein or as required under applicable law, for the duration of the Term, You may make back-up copies of the Software and Documentation as reasonably required for archival and disaster recovery purposes, provided that You may only possess a single back-up copy of the Software, updates and Documentation at any given time.

3. Term and Termination.

3.1 Term. The term of this EULA shall commence on the Effective Date and shall continue for the Term unless terminated earlier as set forth herein. insightsoftware licenses Software to You as either a perpetual license or for a fixed term, which is designated in the Reseller End User Agreement.



3.2 Termination of Entire Licensing EULA. Subject to the limitations set forth herein, the entire EULA may be terminated in the following ways:

(a) Termination of Entire Licensing EULA for Breach. insightsoftware may terminate this EULA for cause in the event of any material breach by You of this EULA that remains uncured thirty (30) days after written notice is given of the material breach.

(b) Termination of Entire Licensing EULA for Prohibited Activity. This EULA may be terminated in its entirety by insightsoftware immediately if You engage in any of the prohibited activities herein.

(c) Termination of Reseller End User Agreement. This EULA shall automatically terminate upon termination or expiration of the applicable Reseller End User Agreement.

3.3 Consequences of Termination. Upon termination of this EULA for any reason: (a) all of Your rights in or related to the Software, updates and Documentation will terminate immediately; (b) You will immediately cease all use of the Software, updates and Documentation; and (c) You will return or destroy or return to insightsoftware all Software, updates and Documentation in Your possession or control, and upon request certify to insightsoftware in writing that You have fully complied with Your obligations under this Section. Notwithstanding anything to the contrary contained in this EULA, Sections 3.3, 6, 7, 8, 10, 11, 12, 13, 14 and 15 of this EULA shall survive any expiration or termination.

4. Use of the Software.

4.1 Subject to the terms of this EULA, End User may use the Software solely to process information or records of End User and its Affiliates. For purposes of this EULA, an End User "Affiliate" means an entity that directly or indirectly is controlled by End User. For purposes of the foregoing, "control" means the ownership of (i) greater than fifty percent (50%) of the voting power to elect directors of the company, or (ii) greater than fifty percent (50%) of the ownership interest in the company.

4.2 The Software provided herein shall not include, and End User shall not access or attempt to access the source code of the Software in any form.

4.3 The Software and Documentation shall at all times contain all proprietary and copyright notices originally appearing thereon and You shall not take any action which would adversely affect proprietary rights or copyrights therein.

4.4 End User's right to use the Software is limited to the number of individual users specified in the Reseller End User Agreement associated with this EULA. End User shall not share its user ID and password to access the Software, and shall protect the security of its password.

4.5 insightsoftware reserves all rights not specifically granted herein.

4.6 You shall be solely responsible for providing and maintaining at your own expense the operating environment in which the Software will function and be used and the overall effectiveness and efficiency thereof, including, but not limited to, all equipment, hardware, and other devices and all site preparation, installation, integration, testing, and similar activities required for you to use the Software in accordance with the provisions hereof, and insightsoftware shall assume no such responsibilities. Once you install the Software, except for insightsoftware's warranty obligation set forth in this EULA, insightsoftware shall have no further liability or responsibility to you with respect to the Software, your use thereof, or any of Your data, records, documents, results, or other information or materials used or generated by or on behalf of you or any other party in connection therewith.

5. Prohibited Activities.

5.1 Except as explicitly permitted in this EULA or required under applicable law, You may not, directly or indirectly:



- (a) sell, rent, lease, loan, sublicense, transfer, assign, distribute, disclose or provide access to the Software, updates or Documentation or use the Software, updates, or Documentation on a “service bureau” basis;
- (b) modify, adapt, translate or create derivative works based upon the Software, updates or Documentation;
- (c) modify, remove or cover proprietary notices in or on the Software, updates or Documentation;
- (d) de-compile, disassemble, reverse engineer, or otherwise seek to discover the source code of the Software or updates;
- (e) use license keys, certificates or access codes with the Software or updates other than those authorized by insightsoftware for Your use of the Software or updates; or
- (f) distribute or make available license keys, certificates or access codes for the Software or updates to a third party;
- (g) circumvent or attempt to circumvent any anti-copying mechanisms that may or may not be included in the Software. Such mechanisms may include, but are not limited to: technology designed to prevent unauthorized use and copying or to enforce limitations on number of users;
- (h) use the Software in a manner not authorized by this EULA;
- (i) use the Software in a manner that violates any applicable law, including in violation of the intellectual property or other rights of any third party, including privacy rights;
- (j) authorize or permit unauthorized use of or access to the Software.

6. Title.

6.1 All rights, title and interest in and to the Software and Documentation, including all enhancements, updates, modifications and corrections to and derivatives of the Software and Documentation, including any intellectual property rights furnished under this EULA, shall remain with insightsoftware or its licensors. You agree that any modification or enhancement to the Software or Documentation, or derivative works based upon the Software or Documentation, developed by or on behalf of You with or without advice or support by insightsoftware, by insightsoftware for You, or by or on behalf of any other party shall be the exclusive property of insightsoftware (in the case of the insightsoftware Software or Documentation) or the applicable third party (in the case of Third Party Software). In the event that, by operation of law or otherwise, any right, title, or interest in or to the Software, Documentation, or any such enhancements, modifications, or derivative works of the Software or Documentation vests in You or any employees, officers, directors agents, or other representatives (collectively, “Representatives”) of yours, You hereby irrevocably, unconditionally, and without encumbrance of any kind assign to insightsoftware (in the case of insightsoftware Software or Documentation) or the applicable third party (in the case of Third Party Software), and forever waive and agree never to assert, and shall cause all such Representatives to irrevocably, unconditionally, and without encumbrance of any kind assign to insightsoftware (in the case of insightsoftware Software or Documentation) or the applicable third party (in the case of Third Party Software), and forever waive and agree never to assert, all such right, title, and interest. In addition, you shall, and shall cause all such Representatives, to execute all documents, and undertake all other activities, reasonably required by insightsoftware (in the case of insightsoftware Software or Documentation) or the applicable third party (in the case of Third Party Software) in order to vest all such right, title, and interest in insightsoftware (in the case of insightsoftware Software or Documentation) or the applicable third party (in the case of Third Party Software).

6.2 No modifications or changes made by End User to the Software, Documentation or services, however extensive, shall reduce the title and ownership rights of insightsoftware or its licensors, to the Software, Documentation, or Services. Notwithstanding the foregoing, any modifications may void the warranty.

6.3 The Software and Documentation may contain information on certain open source and other third-party software that is included with or incorporated into the Software (“Third-Party Software”). Certain open source Third-Party



Software is licensed directly by You pursuant to the public licenses associated with such software, and is not sublicensed by insightsoftware under the terms of this EULA. The Documentation also lists prerequisite software (“External Software”) and hardware that You must acquire for use with the Software. insightsoftware is not responsible for the performance of any External Software or hardware.

6.4 When reasonably requested by insightsoftware, You will promptly execute any instruments and take any additional steps that insightsoftware considers necessary or desirable for the purpose of effecting, perfecting, registering, or otherwise confirming the ownership of the items referred to in this Section, or otherwise for the purpose of implementing fully the intention expressed in this EULA.

7. Confidentiality.

7.1 “Confidential Information” means all information and materials obtained by a party (the “Recipient”) from the other party (the “Disclosing Party”), whether in tangible form, written or oral, that is identified as confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information includes, without limitation, all information relating to the Disclosing Party’s business plans, marketing plans, customers, technology, employee and organizational information, product designs, product plans and financial information. Confidential Information does not include information that (i) is already known to the Recipient prior to its disclosure by the Disclosing Party; (ii) is or becomes generally known through no wrongful act of the Recipient; (iii) is independently developed by the Recipient without use of or reference to the Disclosing Party’s Confidential Information; or (iv) is received from a third party without restriction and without a breach of an obligation of confidentiality. Confidential Information of End User includes the End User data. Confidential Information of insightsoftware also includes the Software, Documentation, the EULA, and the results of any tests or analyses run by You on the Software. Either party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and service providers who have executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in this Section.

7.2. The Recipient shall not use or disclose any Confidential Information without the Disclosing Party’s prior written permission except as necessary for the provision of the services or use of the Software, or as otherwise allowed herein. The Recipient shall protect the confidentiality of the Disclosing Party’s Confidential Information in the same manner that it protects the confidentiality of its own confidential information of a similar nature, but using not less than a reasonable degree of care. The Recipient may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order, provided that the Recipient provides prior notice of such disclosure to the Disclosing Party, unless such notice is prohibited by law.

7.3 insightsoftware shall have the right to view End User usage statistics and may compile aggregate statistical analysis data and reports for internal use only. Any reporting that contains aggregated data shall preserve End User’s anonymity and the confidentiality of End User’s usage data.

7.4 Each party acknowledges and agrees that violation of this section may cause irreparable harm to the Disclosing Party, and the Recipient agrees that the Disclosing Party may seek injunctive relief if the Recipient breaches or threatens to breach this section, without needing to post any bond, and without limitation of any other rights and remedies available to it.

8. Limited Warranty.

INSIGHTSOFTWARE MAKES NO WARRANTIES REGARDING THE SOFTWARE AND SERVICES. INSIGHTSOFTWARE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. INSIGHTSOFTWARE DOES NOT WARRANT THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL DEFECTS AND ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE AND SERVICES WILL MEET END USER’S PARTICULAR



REQUIREMENTS OR EXPECTATIONS. INSIGHTSOFTWARE DOES NOT PROVIDE ANY WARRANTIES REGARDING THE ACCURACY OF DATA OR INFORMATION PROVIDED BY THIRD PARTIES. INSIGHTSOFTWARE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES AND ANY OTHER PROBLEMS ARISING FROM END USER'S USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY OTHER SYSTEMS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN INSIGHTSOFTWARE AND END USER. IN THE EVENT OF ANY FAILURE OF THE SOFTWARE TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY RESELLER AND RESELLER WILL PROVIDE ANY APPLICABLE REFUND IN ACCORDANCE WITH THE TERMS OF THE RESELLER END USER AGREEMENT.

9. Support.

End User may receive support services to the extent agreed upon in the Reseller End User Agreement (collectively, the "Support Services"). Subject to the terms of the Reseller End User Agreement, the terms and conditions of Support Services are detailed here: <https://insightsoftware.com/legal/contracts/support-policy/> (the "Support Terms"). insightsoftware may provide you with updates or revisions to the Software from time to time, but is not obligated to do so under this EULA, except to the extent such updates are part of your Support Services subscription as set forth in the Support Terms.

10. Limitation of Liability.

INSIGHTSOFTWARE SHALL NOT BE LIABLE TO THE END USER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES) THAT RESULT FROM OR ARE RELATED TO THE EULA OR ANY OF THE SOFTWARE, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF INSIGHTSOFTWARE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP YOUR DATA. IN NO EVENT WILL INSIGHTSOFTWARE BE LIABLE FOR ANY LOSS, CORRUPTION, MODIFICATION, OR DAMAGE TO YOUR DATA.

11. Assignment.

End User's rights in and to the Software provided under this EULA may not be assigned, licensed, pledged, or otherwise transferred voluntarily, whether by merger, operation of law or otherwise without insightsoftware's prior written consent, and any such prohibited assignment shall be null and void. Any assignment or attempted assignment in breach of this Section shall be void.

12. Notices.

All notices which either party is required or may desire to give the other party hereunder shall be given by certified or registered mail, return receipt requested, or nationally recognized overnight courier service. Such notice shall be deemed given on the date of the receipt (or refusal) of delivery. All notices to End User shall be sent to the address provided at the time of licensing, unless and until written notice is given of any other address. All notices to insightsoftware shall be sent to insightsoftware, 8529 Six Forks Road, Suite 400, Raleigh NC 27615, United States; Attention: Legal, unless and until written notice is given of any other address.

13. Export Compliance.

End User shall not permit any third party to access or use the Software in violation of any law or regulation or export the Software or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, End User shall not permit any third party to access or use the Software in, or export it to, a country subject to a United States embargo.



14. Governing Law. This EULA shall be governed by the laws of the State of Delaware without regard to the conflicts of laws principles. Each party hereby consents to the jurisdiction and venue of the state and federal courts located in Wake County, North Carolina, United States, with regard to any suit or claim arising under or by reason of this EULA. Company will not commence or prosecute any suit or claim to enforce this EULA, or otherwise arising under or by reason of this EULA, other than in such courts.

15. General.

15.1 Titles and paragraph headings are for convenient reference and are not a part of this EULA.

15.2 This EULA constitutes the entire agreement between the parties relating to the Software and services, supersedes in full all prior discussions, correspondence and agreements between the parties relating to the Software and services and may be modified or supplemented only by a document agreed to by an authorized representative of each party. The foregoing notwithstanding, the pre-printed terms and conditions of any purchase order or other ordering document issued by End User in connection with this EULA shall be deemed to be for End User's convenience only and shall in no way modify, add to or delete from the terms and conditions of this EULA.

15.3 insightsoftware shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, strikes, acts of war, terrorism, or inability to obtain labor or materials on time.

15.4 No waiver of any breach of any provision of this EULA shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorized representative.

15.5 In the event that any provision of this EULA shall be illegal or otherwise unenforceable, such provision shall be severed and the entire EULA shall not fail on account thereof and the balance of the EULA shall continue in full force and effect.

15.6 The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

15.7 In the event that any action or proceeding is brought in connection with this EULA, the prevailing party therein shall be entitled to recover its cost and reasonable attorney's fees.

15.8 You agree that any claim that You may have under this EULA will be only against the insightsoftware Affiliate that provided the Software or Services, that insightsoftware and such Affiliate shall not have joint and several liability, and You will make no claim under this EULA against insightsoftware or any other insightsoftware Affiliate.

15.9 The original of this EULA is in English; any translations are provided for reference purposes only. The English version of this EULA shall govern the transaction. You waive any right You may have under the law of your country to have this EULA written or construed in the language of any other country.