Master Terms

Last Updated: April 14, 2025

These Master Terms, together with all referenced terms and conditions, an applicable Order Form, Statement of Work, or other ordering document that references these Master Terms (each, hereinafter, a "**Purchase Document**") constitute a single binding legal agreement (collectively, the "**Agreement**") between the customer specified on the applicable Purchase Document ("**Customer**") and the insightsoftware contracting entity specified in the applicable Purchase Document ("**insightsoftware**") (each a "**Party**" and collectively, the "**Parties**"), as of the date of last signature on the Purchase Document ("**Effective Date**"). In the event of a conflict between the terms of these Master Terms, the referenced terms and conditions and the Purchase Document, the Purchase Document, the referenced terms and conditions, and the Master Terms shall control in that order.

insightsoftware offers and the Customer wishes to utilize one or more of the following: (i) insightsoftware's proprietary software specifically listed on the Purchase Document including any regular releases of updated versions of the software (each, an "**Update**") that may be provided to Customer pursuant to this Agreement (collectively, the "**Software**"), (ii) any standard installation materials, specifications, and online or hard copy user documentation that insightsoftware makes generally available to its customers in conjunction with licensing of the applicable Software ("**Documentation**"), and/ or (iii) the provision of implementation services, training services, specifically listed recurring or value-added services or any other professional services as set forth in the Purchase Document (each such service in (iii) collectively shall be hereinafter referred to as the "**Professional Services**"). By signing the Purchase Document, Customer accepts the terms and conditions of this Agreement.

1. Software Licenses and Services

1.1. Applicable Terms.

The following terms (the "**Software License Terms**") apply to the Software purchased by Customer on the Purchase Document based upon the Software's method of deployment (the "**Deployment Type**"). insightsoftware offers two Deployment Types:

a) SAAS SOFTWARE: If the Customer's license is for 'Software as a Service' Software ("**SaaS Software**"), the following terms and conditions (which are hereby incorporated by reference) shall apply: https://legal.insightsoftware.com/contracts/saas-terms-eng-v040323.pdf ("**SaaS Terms")**

b) ON-PREMISE SOFTWARE: If the Customer's license is for On-Premise Software ("**On-Premise Software**"), the following terms and conditions (which are hereby incorporated by reference) shall apply: https://legal.insightsoftware.com/contracts/on-premise-terms-eng-v021422.pdf (**"On-Premise Terms**").

c) AI TECHNOLOGY: Software may include AI Technology to the extent Customer licenses or subscribes to such AI Technology as identified in a Purchase Document, and such use shall be subject to the AI Technology terms available at https://legal.insightsoftware.com/contracts/AI-Technology-terms-eng-v12.2025.pdf (**"AI Technology Terms**") which are incorporated in these Master Terms by reference. For the purpose of these Master Terms, "**AI Technology**" means any machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts. This includes AI-powered customer support systems that process customer communications, generate responses, route tickets, and provide analytics.

The following terms (the "**Services Terms**") apply to any Professional Services or Support Services (defined below) as purchased by Customer on the Purchase Document. The terms Professional Services and Support Services (defined below) shall hereinafter be collectively referred to as the "**Services**":

d) PROFESSIONAL SERVICES: If the Purchase Document includes a purchase of Professional Services, the following terms and conditions (which are hereby incorporated by reference) shall apply: https://insightsoftware.com/legal/contracts/professional-services-terms/

e) MAINTENANCE AND SUPPORT: If the Customer has purchased maintenance or other support services that are applicable to the Customer's specific licensed Software (the "**Support Services**") or Customer's license includes access to Support Services, then insightsoftware shall provide the Support Services as described in the following terms and conditions (which are hereby incorporated by reference): https://insightsoftware.com/legal/contracts/support-policy/

1.2. Software License Type and Licensing Model. The Software is broken out into separately licensed software products (each a "**Software Module**") each of which is licensed subject to certain additional Use (described below) restrictions (e.g. Named User) (the "**Licensing Model**"). insightsoftware has created a license guide located at https://legal.insightsoftware.com/contracts/license-guide-eng-v021422.pdf ("**License Guide**") that is hereby incorporated by reference and provides definitions of insightsoftware's general Licensing Models as well as a link to "**Module Licensing Descriptions**" for certain Software Modules**.** The "*Deployment Type*" (*i.e.,* SaaS Software and On-Premise Software) and "*Licensing Model*" associated with each Software Module may be set forth on the Purchase Document or it may be defined in the Module Licensing Description. If a Licensing Model for a Software Module is not listed on an Purchase Document or in the Module Licensing Description, the Licensing Model shall be deemed to be "Named User." The Purchase Document will also specify the number of Units Licensed, where applicable. "**Units Licensed**" shall mean the quantity of licenses permitted under the Agreement for a particular Licensing Model (e.g. *5* Named Users).

1.3. Limited Use. Customer may use the Software only for the duration of the Term, and solely through Authorized Users (described below), as specified in the applicable Purchase Document, solely for Customer's internal business purposes in accordance with the Documentation, License

Guide and the Purchase Document, provided that Customer at all times complies with the restrictions set forth in the Agreement ("**Use**"). Unless otherwise set forth in the Purchase Document, "**Authorized Users**" are limited to the employees of Customer and/ or its Affiliates in the manner stated on the License Guide and which Customer/ Affiliate are designated on the Purchase Document. In the event that Customer wishes to allow its outside service provider and/or auditor access to the Software during its license Term, the Customer shall be permitted to do so provided that any such outside service provider and/or auditor: (i) is subject to written obligations of confidentiality that are substantially similar to those set forth herein, (ii) uses the Software solely for the Customer's internal business purposes pursuant to the terms of this Agreement, (iii) is not a competitor of insightsoftware, and (iv) that Customer shall be responsible for any breach of the Agreement by any such outside service provider and/or auditors. Customer may incur additional fees for exceeding system limits applicable to certain Software.

1.4. Unauthorized Use. Except as explicitly permitted in this Agreement or required under applicable law, Customer may not, directly or indirectly:

1.4.1. sell, rent, lease, loan, sublicense, transfer, assign, distribute, disclose or provide access to the Software or Documentation or use the Software or Documentation on a "service bureau" basis or for any other time-sharing purposes to any party other than Customer's Affiliate(s), or in any other way allow unauthorized third parties to use or exploit the Software;

1.4.2. modify, adapt, translate or create derivative works based upon the Software or Documentation;

1.4.3. modify, remove or cover proprietary notices in or on the Software or Documentation;

1.4.4. de-compile, disassemble, reverse engineer, or otherwise seek to discover or access or attempt to access the source code of the Software. Decompiling, disassembling, and reverse engineering include, without limitation: (i) converting the Software from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Software by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Software's operation and creating the original source code or any approximation thereof by, for example, studying the Software's behaviour in response to a variety of inputs; or (iv) performing any other activity related to the Software that could be construed to be reverse engineering, disassembling, or decompiling;

1.4.5. use license keys, certificates or access codes with the Software other than those authorized by insightsoftware for Customer's use of the Software;

1.4.6. distribute or make available license keys, certificates or access codes for the Software to a third party;

1.4.7. circumvent or attempt to circumvent any anti-copying mechanisms such as technology designed to prevent unauthorized use and copying or to enforce limitations on number of users, that may or may not be included in the Software;

1.4.8. use the Software or Services 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, or authorize or permit unauthorized use of or access to the Software or Services;

1.4.9. (i) use or operate the Software other than as instructed in the Documentation, including the combination, use or operation of the Software with an application, hardware, software, or in an environment, other than as set forth in the Documentation or (ii) combine, use or operate the Software with an application, hardware, software, or in an environment not provided by or authorized by insightsoftware;

1.4.10. cause insightsoftware or the Software or Services, to collect, store, transmit, or otherwise process any Sensitive Health Information or other sensitive personal data including but not limited to government identification numbers, financial account information, passwords, biometric data, or precise geolocation data that should not be processed by AI systems in customer support contexts. "Sensitive Health Information" means any information of an individual's health or mental condition, such as a medical record or history, medical treatment plan, or diagnosis by a health care professional or other protected health information under the Health Insurance Portability and Accountability Act of 1996. Notwithstanding anything to the contrary, Customer agrees that Customer will never use the Software to collect, store, transmit or otherwise process Sensitive Health Information; or

1.4.11. provide to insightsoftware any technical data as that term is defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Customer shall certify that all information provided to insightsoftware has been reviewed and scrubbed so that all technical data relevant to any Customer ITAR regulated project has been removed.

Any of the activities set forth in this Section 1.4 are strictly prohibited and constitute an unauthorized use of the Software or Services ("**Unauthorized Use**").

1.5. Proprietary Notices. Customer shall not remove any copyright notices, proprietary legends, trademark or service mark attributions, patent markings, or other indicia of ownership or confidential markings on copies of the Software or any other Materials (defined in Section 2.4 below) provided to Customer. Customer shall pay all duplication and distribution costs incurred by Customer in making copies of the Software.

1.6. Affiliates. For purposes of this Agreement, an "**Affiliate**" means an entity that directly or indirectly controls, is controlled by, or is under common control with, a Party to this Agreement. 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. It is agreed that:

1.6.1. **Customer's Affiliates**. Customer's Affiliates shall be included in the license granted pursuant to an applicable Purchase Document and the terms of the Agreement if and only if specifically listed in the applicable Purchase Document. Customer agrees that it shall be responsible for any breach of this Agreement by any of Customer's Affiliates as if such breach was caused by the direct acts of the Customer.

1.6.2. **insightsoftware's Affiliates.** Each Purchase Document is entered into between Customer and the legal entity set forth on the Purchase Document only. In certain situations, insightsoftware's Affiliates may perform certain tasks related to insightsoftware's obligations and rights under the Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support, at the direction and sole discretion of insightsoftware. Customer further agrees and acknowledges that insightsoftware and Customer are the only parties to the Agreement, and that any action taken by insightsoftware Affiliates in connection with the performance of insightsoftware's obligations under the Agreement will not give rise to any cause of action of any kind against the insightsoftware Affiliates, regardless of the theory of recovery. The foregoing notwithstanding, insightsoftware shall at all times retain full responsibility for insightsoftware Affiliates' compliance with the applicable terms and conditions of the Agreement. Customer agrees that: (a) any claim that Customer may have under this Agreement will be only against the insightsoftware entity that entered into the Purchase Document with Customer, (b) other insightsoftware Affiliates shall not have joint and several liability, and (c) Customer will make no claim under this Agreement against any other insightsoftware Affiliate. Customer will indemnify and hold insightsoftware harmless for any and all costs associated with Customer's violation of this provision.

1.7. Subcontractors. insightsoftware may, in its sole discretion, subcontract its obligations under this Agreement provided that insightsoftware shall remain ultimately liable for the performance of subcontractor in accordance with this Agreement. For purposes of the Agreement, all references to insightsoftware or its employees will be deemed to include such subcontractors. insightsoftware will have the right to disclose Customer Confidential Information to such subcontractors subject to Section 5 below.

1.8. Open Source and Third-Party Software. insightsoftware may include with the Software or incorporate into the Software open source or other third-party software, and insightsoftware may distribute third-party software ("**Third-Party Software**"). Certain open source Third-Party Software is listed in the Documentation of applicable Software, is licensed directly by Customer pursuant to the public licenses associated with such software and is not sublicensed by insightsoftware under the terms of this Agreement, and certain proprietary Third-Party Software may be subject to third party terms. Warranties made by the publisher of Third-Party Software are solely those of that publisher and not of insightsoftware. insightsoftware agrees that, to the extent commercially reasonable, it will pass through to Customer any and all warranties made by the publisher in respect of Third-Party Software.

1.9. Equipment and Facilities. Customer is solely responsible for obtaining, maintaining and making available to insightsoftware, upon reasonable request, any equipment and ancillary services needed to connect to, access or otherwise use the Software or Services, including, without limitation, internet connections, hardware, servers, software, operating systems, networking, web browsers, facilities, web servers, and the like (collectively, "**Equipment**"). Customer shall also be solely responsible for: (i) using types and versions of Equipment that are compatible with the Software or Services, maintaining the security of the Equipment and (ii) securing Customer account passwords (including but not limited to administrative and user passwords) and files, and (iii) all uses of Customer account and Equipment with or without Customer's knowledge or consent. INSIGHTSOFTWARE IS NOT RESPONSIBLE FOR THE PERFORMANCE OF ANY EQUIPMENT. insightsoftware will use commercially reasonable efforts to comply with applicable Customer rules and regulations regarding safety, security, and conduct, provided that insightsoftware has been made aware of such rules and regulations in writing.

1.10. Service Location and Data Storage. insightsoftware provides its Software and/or Services (including the processing and storage of the data either directly or indirectly through its subcontractors in accordance with these Master Terms, the locations and identities of which are set forth in the 'List of Sub-Processors' available at https://legal.insightsoftware.com/subprocessors-eng-v082622.pdf (collectively, "**Locations**").

2. Term and Termination

2.1. Term. Subject to earlier termination as provided below, the term of the Agreement will continue for as long as any Purchase Documents remain in effect. Each Purchase Document will continue in effect for the term set forth in the Purchase Document ("**Initial Term**") and shall automatically renew for an additional period of equal duration to the Initial Term (each a "**Renewal Term**"), unless either Party sends written notice of termination at least sixty (60) days prior to the end of the then-current Term. The Initial Term and Renewal Term for an Order Form together shall constitute the "**Term**" for that Order Form.

2.2. Termination. In addition to any other remedies it may have, either Party may also terminate the Agreement and any license granted herein upon thirty (30) days' written notice (or without notice in the case of non-payment if the payment is not subject to a reasonable, good faith dispute), if the other Party materially breaches any of the terms or conditions of the Agreement and such breach is not cured within such period. insightsoftware may terminate the Agreement immediately if Customer breaches Section 9.1 or 9.2.

2.3. Consequences of Termination. Upon any termination of the Agreement due to breach by Customer, Customer shall immediately pay all fees due for the remainder of the Term. Upon termination of the Agreement for any other reason, Customer shall immediately pay all fees due through the effective date of termination.

2.4. Return or Destruction Materials and Confidential Information.

Upon expiration of the Term set forth in the Order Form or upon termination of this Agreement or any license hereunder, Customer's rights to the access or use affected Software, Service, insightsoftware Confidential Information, and/or other insightsoftware materials (collectively "**Materials**") will cease. Customer shall immediately stop using such Materials and shall return such Materials to insightsoftware or destroy all copies thereof (except for any copies retained by Customer for archival purposes that shall be subject to the confidentiality restrictions in

Section 5 herein below). In addition, Customer shall provide insightsoftware with written certification signed by an officer of Customer, that all copies of the Materials have been returned or destroyed and that no copies have been retained by Customer. Following termination, any use of the Materials by Customer will be an infringement and/or misappropriation of insightsoftware's proprietary rights in the Materials. Notwithstanding anything to the contrary herein, in the event that a Purchase Document expressly provides that an On-Premise Software Module license is for a "Perpetual" term, then Customer's rights to continue using the Software (at all times subject to the restrictions set forth in this Agreement) shall continue beyond expiration of the Term in perpetuity (although rights to any other Software or Services, including Support Services, will expire upon termination or expiration of this Agreement), unless and until such license rights are terminated by insightsoftware due to Customer's breach of the Agreement.

2.5. Survival. All sections of these Master Terms which by their nature should survive termination will survive termination, including, without limitation, Sections 2.3 (Consequences of Termination), 2.4 (Return or Destruction of Confidential Information), 2.5 (Survival), 2.6 (Other Remedies), 3 (Payment), 4.1 (Proprietary Rights), 5 (Confidentiality), 6 (Disclaimer), 8 (Limitations of Liability), and 9 (General).

2.6. Other Remedies. Termination of the Agreement or any license created hereunder will not limit either Party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement including, but not limited to, any Purchase Document.

3. Payment

3.1. Fees, Invoicing and Payment.

3.1.1. The fees in the applicable Purchase Document(s) represent the fees for the designated term of the license for Software and/or associated Services purchased by the Customer.

3.1.2. insightsoftware will invoice Customer for fees due under an applicable Purchase Document. Unless otherwise set forth in the Purchase Document, Customer shall pay all invoices in full within thirty (30) days of the invoice date.

3.1.3. Notwithstanding any provision to the contrary, any and all payments required to be made hereunder shall be timely made, and no payments to insightsoftware will be withheld, delayed, reduced or refunded if insightsoftware's inability to meet any schedule or delivery requirements is caused by Customer's failure to provide certain of its Equipment, facilities, computer resources, software programs, project management activities, personnel, business information, and other support as may be reasonably required to perform any of insightsoftware's obligations hereunder (the "**Customer Delays**"). If additional work is required as a result of Customer Delays, such additional work will be billed at insightsoftware's then-current time and material rates.

3.1.4. Unless otherwise set forth in the Order Form, during the Term, insightsoftware reserves the right to modify the fees annually by providing Customer at least sixty (60) days written notice and will provide the then-current pricing for the upcoming annual period, as applicable.

3.2. Taxes. Unless Customer provides insightsoftware a valid tax exemption certificate, Customer agrees to pay any and all applicable taxes resulting from any transaction hereunder, except for any taxes based on insightsoftware's net income. All amounts referenced in any applicable Purchase Document are due to insightsoftware and are exclusive of all taxes including federal, state and local use, sales, property, ad valorem, excise and similar taxes, as well as any customs duties paid or payable, however designated related to this transaction. Customer will make payment to insightsoftware whenever insightsoftware is required to pay or collect such amount from Customer and unless required by law, Customer shall not deduct from payments to insightsoftware any amounts paid or payable to third parties for customs duties or taxes, however designated.

3.3. Late Fees and Collection. For any invoice not paid within thirty (30) days of the invoice date, insightsoftware may assess and the Customer shall pay any late payment charges at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less. Subject to a reasonable, good faith dispute, Customer will pay all costs and expenses incurred by insightsoftware in connection with the collection of overdue, unpaid amounts owed to insightsoftware by Customer under the terms of this Agreement. Customer agrees it may be contacted, and its access to the license, or Services may be suspended, denied or delayed by insightsoftware for any non-payment or for any violation of this Agreement.

4. Proprietary Rights; Use of Customer Data and Input

4.1. Proprietary Rights.

4.1.1. **insightsoftware.** Except for the licenses expressly granted in this Agreement, all rights, title and interest in and to: (a) Services, Materials, Software and Documentation, including without limitation all improvements, enhancements, updates, modifications and corrections to and derivatives of the Software and Documentation, (b) any software, applications, inventions or other technology developed in connection with Services, and (c) all intellectual property rights related to any of the foregoing including any intellectual property rights furnished under this Agreement (collectively, the "**insightsoftware IP**"), shall remain with insightsoftware or its licensors and the Agreement does not grant Customer any intellectual property rights in any of the insightsoftware IP. insightsoftware reserves all rights not specifically granted herein.

4.1.2. **Customer.** All rights, title and interest in and to Customer's proprietary information and data, in electronic or in any form or medium, that are owned or generated, uploaded or transmitted by or on behalf of the Customer, or an Authorized User and input into the Software as part of the Use of the Software in accordance with the terms of this Agreement ("**Customer Data**"), shall remain with Customer and the Agreement does not grant insightsoftware any intellectual property rights in any of the Customer Data.

4.2. Customer Input. Notwithstanding this Section, unless otherwise expressly agreed in writing, all suggestions, questions, comments, solutions, improvements, corrections, and other contributions provided by or on behalf of Customer or any Authorized User regarding the insightsoftware

IP ("**Feedback**") shall be owned by insightsoftware, and Customer hereby assigns any such rights to insightsoftware. In the event Feedback cannot be assigned to insightsoftware, Customer hereby grants to insightsoftware, at no charge, a perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such Feedback without restrictions. Nothing in this Agreement shall be construed as limiting insightsoftware's right to use Feedback without any attribution or compensation to any party for any purpose whatsoever.

4.3. Use of Trademarks and Logos. Customer agrees that insightsoftware may utilize Customer's trademark(s), trade name(s) and logo(s) in insightsoftware's customer lists and marketing materials during insightsoftware's sales processes. In accordance with insightsoftware's reasonable requests, Customer agrees to provide telephone references regarding their usage and experiences of the Software purchased by Customer for up to six (6) potential new customers per year. In accordance with insightsoftware's reasonable requests, Customer agrees to work with insightsoftware to create a case study about their implementation of their insightsoftware Software solution, within one (1) calendar year following successful implementation of the Software, which would be subject to the right of editorial veto by the Customer.

4.4. Use of Customer Data. Subject to the terms of the Agreement, Customer grants insightsoftware and its Affiliates a worldwide, limited, non-exclusive, non-transferable (except as set forth in section 9.7.2) right to (**a**) access, use, copy, transmit and display Customer Data to provide, update, and/or upgrade the Software and Services, including to train, test, and improve AI models used in the Software and Services, provided that any such training is performed in accordance with the AI Technology terms; (**b**) prevent or address service or technical problems and/or maintain the Software and monitor usage of the Software and Services (**c**) de-identify and aggregate Customer Data with other data of customers and/or third parties such that it does not reveal the identity of any individual or include personally identifiable information ("**Aggregated Data**") to perform analytics and reporting for system metrics, benchmarking and marketing for industry, financial, and other business purposes; and (**d**) enforce the rights of the Parties under the Agreement.

4.5. Use of General Knowledge. Subject to the terms of the Agreement, insightsoftware may use general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques developed or created in the course of providing the Software or performing the Services.

5. Confidentiality

5.1. Definition. "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, and, in the case of the Customer, any Customer Data. Confidential Information of insightsoftware also includes the Services, Software, Documentation, insightsoftware IP, the Purchase Document, pricing thereof, and the results of any tests or analyses run by Customer on the Software or Services, including, but not limited to, functionality testing, code review, static code analysis, unit testing, single user performance testing, or vulnerability testing.

5.2. Non-Disclosure. 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. Either Party may disclose Confidential Information on a need to know basis to its employees, Affiliates, contractors and service providers who have executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in Section 5.1 and 5.2 herein. 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.

5.3. Analytical Data. Notwithstanding anything else in this Agreement or otherwise, insightsoftware may monitor Customer's access to and use of the Software and Services and collect and use data and information related to such Customer's use or derived from monitoring (such as user names, configurations, log data, *etc*.), and the Customer Data in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Software/ Services and for the development of new products or services ("**Analytical Data**"). As between insightsoftware and Customer, all right, title and interest in the Analytical Data and all intellectual property rights therein, belong to and are retained solely by insightsoftware. Customer hereby acknowledges that insightsoftware will be compiling Analytical Data based on the Customer Data input into the Software and Services and Customer agrees that insightsoftware may: (i) make such Analytical Data publicly available, and (ii) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or Customer's Confidential Information. Nothing herein shall be construed as prohibiting insightsoftware from utilizing Analytical Data to optimize and improve the Services or otherwise operate insightsoftware's business; provided that insightsoftware shall not disclose the identity of Customer or any Authorized User to any third party unless such third party is subject to binding obligations of confidentiality.

5.4. Use of General Knowledge. Subject to the terms and conditions of this Agreement, the Parties agree that insightsoftware may use general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques which were developed or created in the course of performing the Services hereunder and which may be retained in the memory of insightsoftware's personnel.

5.5. Irreparable Harm. Each Party acknowledges and agrees that violation of Section 5 may cause irreparable harm to the Disclosing Party, and the Recipient agrees that the Disclosing Party will be entitled to 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.

6. Data Security and Privacy; Warranties, and Disclaimer

6.1. Data Security and Privacy. insightsoftware will use reasonable efforts, but no less than the efforts that insightsoftware uses to protect its own data of like importance, to protect the security of Customer Data held within insightsoftware's systems, employing the data security procedures and tools described in, and in accordance with the terms of, the insightsoftware Security Addendum, available at https://insightsoftware.com/legal/contracts/info-security-addendum/ ("the Security Addendum"). insightsoftware will process personal data on Customer's behalf as set forth in the insightsoftware Data Processing Addendum available at https://insightsoftware.com/legal/contracts/data-processing-addendum/, which is hereby incorporated by reference.

6.2. Warranties. insightsoftware warrants that during the Term the Software shall perform materially in accordance with the Documentation related to the Software. Additional warranty terms for Software are set forth in the SaaS Terms and On-Premise Terms as applicable.

6.3. General Warranties. Each Party warrants that it has the authority to enter into the Agreement and, in connection with its performance under the Agreement, shall comply with all applicable local, state, national, administrative and/or foreign laws, treaties, regulations and/or orders applicable to a Party and/or the provision and/or use of the Software and/or Services.

6.4. Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6 OF THE AGREEMENT (AND IN THE WARRANTY SECTIONS OF THE SOFTWARE LICENSE TERMS AND THE SERVICE TERMS), INSIGHTSOFTWARE AND ITS DIRECT AND INDIRECT SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH REGARDS TO THE SOFTWARE, SERVICES, OR ANY OTHER MATERIALS SUPPLIED IN ACCORDANCE WITH THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. INSIGHTSOFTWARE DOES NOT REPRESENT OR WARRANT THAT CUSTOMER'S USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES INSIGHTSOFTWARE WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS. INSIGHTSOFTWARE'S EXPRESS WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED, OR AFFECTED BY AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF INSIGHTSOFTWARE'S RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE SOFTWARE OR USE OF THE SOFTWARE IN COMBINATION WITH ANY OPERATING SYSTEM NOT AUTHORIZED IN THE DOCUMENTATION OR WITH HARDWARE OR SOFTWARE SPECIFICALLY FORBIDDEN BY THE DOCUMENTATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ANY AND ALL WARRANTIES ANYWHERE IN THE AGREEMENT SHALL BE VOID IF CUSTOMER HAS MADE ANY UNAUTHORIZED USE OF THE SOFTWARE OR SERVICES. For clarity, the disclaimer of non-infringement warranties does not limit Customer's rights for indemnity for infringement as set forth below.

7. Indemnification

7.1. Customer's Indemnification Obligation. Subject to the terms and conditions set forth in this Section 7.1, Customer shall, at its own expense, defend insightsoftware and its Affiliates, officers, directors, shareholders, and employees (collectively, "**insightsoftware Indemnitees**") from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively, "**Claims**") arising from Customer's Unauthorized Use of the Software or from Customer Data; and shall indemnify insightsoftware Indemnitees from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim. The foregoing indemnification obligations apply only if each of the following conditions are met: insightsoftware (i) gives Customer prompt written notice of such Claim, (ii) grants Customer sole control of the defense or settlement of such Claim, and (iii) reasonably cooperates with Customer, at Customer's expense, in its defense or settlement of the Claim. insightsoftware may appear (at insightsoftware's own expense) through counsel reasonably acceptable to Customer (subject to 7.1(ii)). Any settlement of a Claim will not include a financial or specific performance obligation on, or admission of liability by insightsoftware.

7.2. insightsoftware's Indemnification Obligation. Subject to the terms and conditions set forth in this Section 7.2, insightsoftware shall, at its own expense, defend Customer and its Affiliates, officers, directors, shareholders, and employees (collectively, "**Customer Indemnitees**") from and against any and all Claims arising from an allegation that any Software or Services provided to Customer hereunder ("**Subject IP**") as used in accordance with the Documentation and in compliance with this Agreement, infringes such third party's United States patents or copyrights, or misappropriates such third party's trade secrets; and shall indemnify Customer Indemnitees from and against any Losses to the extent such Claim is based upon the Use of the Subject IP. The foregoing indemnification obligations apply only if each of the following conditions are met: Customer (i) gives insightsoftware prompt written notice of such Claim, (ii) grants insightsoftware sole control of the defense or settlement of such Claim and (iii) reasonably cooperates with insightsoftware, at insightsoftware's expense, in its defense or settlement of the Claim. Customer may appear (at Customer's own expense) through counsel reasonably acceptable to insightsoftware (subject to 7.2(ii)). Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by Customer. insightsoftware may, at its option and expense, (A) replace the Subject IP with compatible non-infringing functionality, (B) modify the Subject IP so that it is non-infringing, (C) procure the right for Customer to continue using the Subject IP, or (D) if the foregoing options are not reasonably available, terminate the license to use the

Subject IP and refund Customer all prepaid, unused license fees paid by Customer that is applicable to the Subject IP being terminated. insightsoftware shall have no obligation to Customer with respect to any Claim if such Claim is based upon an Unauthorized Use. This section sets forth insightsoftware's entire obligation to Customer with respect to any claim of infringement.

8. Limitation of Liability

8.1. NEITHER PARTY'S LIABILITY IS CAPPED FOR DAMAGES RESULTING FROM FRAUD OR INTENTIONAL MISCONDUCT, OBLIGATIONS FOR INDEMNITY AS SET FORTH IN SECTION 7, CUSTOMER'S UNLICENSED USE OF THE SOFTWARE, AND/OR ANY FAILURE BY CUSTOMER TO PAY ANY FEES DUE UNDER THE AGREEMENT.

8.2. IN NO CASE WILL EITHER PARTY (OR ITS AFFILIATES OR INSIGHTSOFTWARE'S SUPPLIERS, CONTRACTORS OR LICENSORS) BE RESPONSIBLE OR LIABLE: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; OR (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

8.3. EXCEPT AS SET FORTH IN SECTION 8.1, THE MAXIMUM LIABILITY OF EITHER PARTY (OR ITS AFFILIATES OR INSIGHTSOFTWARE'S SUPPLIERS, CONTRACTORS OR LICENSORS) SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO INSIGHTSOFTWARE FOR THE SOFTWARE AND/OR SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9. General

9.1. **Export Compliance**. Customer shall comply with all then current economic and trade sanctions, laws, regulations, statutes, and orders in the United States and such other governments as are applicable when distributing or granting access to the Software including, without limitation, the economic and financial sanctions administered by OFAC, the Bureau of Industry and Security of the U.S. Department of Commerce, the European Union and any relevant European Union Member State, and the HM Treasury of the United Kingdom; and shall comply with all applicable then current export, import, re-export, and transfer controls, as may be amended from time to time. Customer hereby certifies that it will not directly or indirectly, export, re-export, or trans-ship the Software or related information, media, or products in violation of applicable laws and regulations, nor shall 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 country of origin except in compliance with all applicable laws and regulations.

9.2. **Export Control.** Customer warrants and certifies that: (i) Customer is not a citizen, national, permanent resident of, or incorporated or organized to do business in, and is not under the control of the governments in a Sanctioned Country (as defined herein) and is not a Sanctioned Party (as defined herein) and shall not engage in any transactions or dealings with a Sanctioned Party, or in or with a Sanctioned Country. A "Sanctioned Party" means (a) any individual or entity listed on any applicable sanctions or export-related restricted party list, including, without limitation, the OFAC's Specially Designated Nationals and Blocked Persons List, the EU Consolidated List, in each case or any list of sanctioned or ineligible parties maintained by any other applicable government, as may be amended from time to time; or (b) any entity that is, in the aggregate, fifty percent (50%) or greater owned, directly or indirectly, or otherwise controlled by a person or persons described in clause (a). A "Sanctioned Country" is any country or region that is subject to comprehensive sanctions administered by the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC") or administered by any other applicable government to which there is an applicable embargo on goods; (ii) Customer is eligible under U.S. and any other applicable law to receive exports of the Software; (iii) Customer will not sell, export, re-export, transfer, use, or enable the use of the Software, its related technology and Services, or any other items that may be provided by insightsoftware, directly or indirectly: (a) to or for end-use in or by a Sanctioned Country or any citizens, nationals or permanent residents of such Sanctioned Countries; (b) to or for end-use by any person or entity determined by any U.S. government agency or any other applicable country's government agency to be ineligible to receive exports, including but not limited to Sanctioned Parties; and (c) to or for end-uses prohibited by applicable export or sanctions laws and regulations, including, but not limited to, activities involving the proliferation of chemical, biological or nuclear weapons, weapons of mass destruction or the missiles capable of delivering such weapons and their related technology.

9.3. **United States Government Contracting.** If the Software or Services are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then, as a commercial item, the Government's rights in the Software, Services, Content and Documentation will be only as set forth (i) in this Agreement or (ii) as provided in FAR 12.212 (Computer Software) and (for Department of Defense use or disclosure) DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), whichever set of rights provided in (i) or (ii) are the more restrictive. Customer shall be responsible for ensuring that this provision is included in all agreements with the United States Government and that the Software, when delivered to the United States Government, is correctly marked as required by applicable United States Government regulations governing such restricted rights as of such delivery.

9.4. **Force Majeure.** Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

9.5. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be deemed to have been given when: (i) delivered by hand, (ii) mailed by prepaid registered or certified mail, return receipt requested, (iii) sent by commercial courier with written verification of the receipt, or (iv) sent by email, with a copy sent at the same time by either registered or certified mail to each Party at its addresses set forth herein or at such other address as either Party may designate to the other by notice as required hereby. Such notice shall be deemed given on the date of the receipt (or refusal) of delivery. All notices to Customer shall be sent to the address provided on the applicable Purchase Document, unless and until written notice is given of any other address. Unless and until written notice is given by insightsoftware of any other address, all

notices to insightsoftware shall be sent to: Attention: General Counsel; legalnotices@insightsoftware.com with a copy mailed to insightsoftware, 8529 Six Forks Road, Suite 300, Raleigh, NC 27615, USA.

9.6. Governing Law and Venue. The law and the courts that have jurisdiction in the event of any dispute or lawsuit arising out of or in connection with the Agreement are determined by Customer's domicile in accordance with the table below. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the the Uniform Computer Information Transactions Act (where enacted), each of which is expressly excluded. In any action or proceeding to enforce rights under the Agreement, the prevailing Party will be entitled to recover costs and attorneys' fees.

Customer's Geographical Domicile	Governing Law	Courts with exclusive jurisdiction
North or South America	Delaware and controlling United States federal law	Wake County, North Carolina, U.S.A.
Europe, Middle East, or Africa (excluding Germany and France)	England	London, England
Asia Pacific	New South Wales, Australia	New South Wales, Australia

The parties agree to the applicable governing law above without regards to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

9.7. Miscellaneous.

9.7.1. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.

9.7.2. The Agreement is not assignable, transferable or sublicensable by Customer except with insightsoftware's prior written consent and any purported assignment, transfer or sublicense by Customer in violation of this provision shall be deemed null and void. insightsoftware may transfer and assign any of its rights and obligations under the Agreement without consent.

9.7.3. The Agreement is the entire agreement between insightsoftware and Customer regarding Customer's use of the Software and/or Services, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the Software and/or Services. No representation, undertaking or promise shall be taken to have been given or implied from any oral or written statement during negotiations between the Parties except as expressly set forth in the Agreement. Neither Party shall rely on nor have any remedies in respect of any statement, representation, assurance or warranty (unless made fraudulently) that is not set forth in the Agreement.

9.7.4. No agency, partnership, joint venture, or employment is created as a result of the Agreement and Customer does not have any authority of any kind to bind insightsoftware in any respect whatsoever.

9.7.5. There shall be no force or effect to any terms of any purchase order or other Customer-generated form even if signed by the Parties after the date of the Purchase Document. Any such terms or purchase orders or forms shall be deemed to be for Customer's convenience only and shall in no way modify, add to or delete from the terms and conditions of the Agreement or any Purchase Document.

9.7.6. insightsoftware may amend the Agreement from time to time and such amendments will be effective as follows:

A) Where insightsoftware is required to update its terms to reflect changes in applicable law or where required to reflect changes in the Software or Services made available to all customers, or

B) For all other reasons, on the date of Customer's next contracting event which includes, but is not limited to, entering into a new Purchase Document and any Software or Service renewal.