



## On-Premise Software License Terms

These On-Premise Software License Terms (the “**On-Premise License Terms**”) are governed by the Purchase Document and Master Terms between the Customer (identified in the Purchase Document) and the insightsoftware contracting entity specified in the Purchase Document (“**insightsoftware**”). These On-Premise License Terms, the Purchase Document and the Master Terms are referred to herein as the “**On-Premise License Agreement**”. These On-Premise License Terms are incorporated into the Master Terms by reference and set forth the terms and conditions under which Customer may (i) use insightsoftware’s proprietary software that is specifically licensed to Customer pursuant to the Purchase Document (“**On-Premise Software**”) and (ii) use the Documentation. Any capitalized terms used herein and not expressly defined shall have the meaning given to them as set forth in the Purchase Document or the Master Terms. For purposes of the On-Premise License Agreement, the term “**Software**” means the On-Premise Software specifically listed in the applicable Purchase Document, the associated Documentation, and any Updates to such On-Premise Software.

### 1. License Grant and Right of Use.

1.1. **License Grant.** Any On-Premise Software licensed hereunder shall be licensed pursuant to a separate Purchase Document. As specifically stated in the Purchase Document, each such license shall either be perpetual or for a fixed Term, worldwide, nonexclusive, royalty free (upon full payment of fees), and nontransferable license to Use only the object code version of the Software, solely to perform those functions defined in the Documentation, and subject to all limitations and restrictions contained herein and in the On-Premise License Agreement. The Software may only be Used on the hardware and software components, including client machines, servers, and internetworking devices within Customer’s internal computer network at Customer’s location. In addition to insightsoftware’s right under Section 4 of the Software License Guide to reasonably examine those portions of Customer’s books, records and accounts related to this Agreement, insightsoftware may also request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer’s usage under the rights granted to Customer in the Agreement. Any Underpayment (as defined in the Software License Guide) shall be subject to the terms of Section 4 of the Software License Guide. A term-based (vs perpetual-based) license will expire upon expiration of the Term set forth in the Purchase Document unless and until it is renewed as per the terms and conditions of the Master Terms. For a term-based license, all rights and licenses granted hereunder to Use the Software shall terminate immediately, without notice, upon expiration or termination of the ‘Initial Term’ or, if renewed, the applicable ‘Renewal Term,’ as such terms are defined in the Master Terms.

1.2. **Installation.** Except as otherwise set forth in this On-Premise License Agreement, all On-Premise Software shall be installed by Customer. The installation process is supported through insightsoftware’s normal tech support “hot line”. Installation of all such On-Premise Software shall only be on devices controlled by the same Windows login for each Authorized User. For the sake of clarity, one Authorized User may install such On-Premise Software on both a personal computer and a laptop, for example, as long as both devices are controlled by the same Windows login for that Authorized User and the password and user ID for such On-Premise Software is the same on both devices for that Authorized User. The minimum prerequisite hardware/software requirements are stated in the Documentation.

### 2. Delivery and Backup Copies

2.1. **Delivery.** Unless otherwise specifically provided in the Purchase Document, insightsoftware shall deliver to Customer one master copy of the licensed On-Premise Software (each a “**Master Copy**”) solely for the purpose of allowing Customer to make one copy of the Master Copy for Use by each Authorized User. Customer’s right to reproduce the Master Copy is limited to the location address of the Licensed Entity provided in the applicable Purchase Document. Customer assumes all responsibility for the quality of the copies made by Customer. For purposes of this On-Premise License Agreement, delivery will be deemed complete when insightsoftware physically delivers, or causes a third-party to deliver, a Master Copy to Customer, or makes the Master Copy available to Customer for downloading from insightsoftware’s File Transfer Protocol (“**FTP**”) site and has provided Customer with the appropriate authorization to access the FTP site. insightsoftware will provide Customer with a license key that is required to activate and use the Software. The license key will be provided via email or other like method at the discretion of insightsoftware. The license key is used to ensure that the Software operates in accordance with the license granted to the Customer in this On-Premise License Agreement. As such, the On-Premise Software may contain time-out devices, counter devices, or other similar devices intended to prevent the On-Premise Software from being used beyond the bounds of the license.

2.2. **Archival and Backup Copies.** Subject to the restrictions set forth in the On-Premise License Agreement, for the duration of the Term, Customer may make back-up copies of the Master Copy as reasonably required for archival and disaster recovery purposes, provided that Customer may only possess a single back-up copy of the Master Copy at any given time.

### 3. Warranty

In the event the On-Premise Software does not meet the Software warranty set forth in Section 6.2 of the Master Terms, at no additional cost, and as Customer’s sole and exclusive remedy for failure to meet this limited warranty, and as insightsoftware’s sole obligation and liability under this Section 3, insightsoftware will use commercially reasonable efforts to correct the specified nonconformity to the applicable On-Premise Software, or at insightsoftware’s sole discretion and option, refund the applicable On-Premise Software license fee paid by Customer upon return of the applicable On-Premise Software and Documentation, which will serve to terminate the On-Premise License Agreement for the affected On-Premise Software. The foregoing warranty obligation applies only if Customer promptly notifies insightsoftware in writing of said nonconformity within thirty (30) days following delivery of the Software, and such notice outlines the specific details of the nonconformity.