



## PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

Consulting or other professional services (“**Professional Services**”) provided under a statement of work (“**Statement of Work**”) with the insightsoftware entity named in the Statement of Work (“**insightsoftware**”) and the party named in such Statement of Work (“**Customer**”) shall be subject to the following Professional Services Agreement Terms and Conditions as of the dates specified in the Statement of Work (the “**Effective Date**”). By executing the Statement of Work, Customer agrees to be bound by the following Professional Services Agreement Terms and Conditions.

**1. Proprietary Rights; Customer Data.** insightsoftware, its licensors or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the insightsoftware software applications (the “insightsoftware Applications”), the Professional Services, services deliverables, and any and all related and underlying software (including interfaces created by insightsoftware), databases, technology, reports and documentation, and any adaptation, modification, derivation, addition or extension to the insightsoftware Applications and Professional Services. Customer owns all right, title and interest in, and to, all data provided by Customer in connection with the Professional Services (“Customer Data”) and all Customer Data is deemed Confidential Information.

**2. WARRANTY.** insightsoftware represents and warrants that it will perform the Professional Services in a good, workmanlike and professional manner. Customer’s remedy for breach of the warranties in this paragraph shall be the re-performance of the relevant Professional Services free of charge. insightsoftware MAKES NO OTHER WARRANTIES REGARDING THE PROFESSIONAL SERVICES. insightsoftware SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

### 3. CONFIDENTIAL INFORMATION.

**3.1 Obligations.** During the term of the Statement of Work and for a period of three (3) years after the date of termination or expiration of the Statement of Work, each party: (i) shall treat as confidential all Confidential Information (as defined below) provided by the other party; (ii) shall not use such Confidential Information except as required for each party’s performance under the Statement of Work or otherwise previously authorized in writing by the disclosing party; (iii) shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, reverse engineering, disassembly, decompiling, misuse or removal of such Confidential Information; and (iv) shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care to prevent the disclosure of the other party’s Confidential Information as it uses to prevent the disclosure of its own Confidential Information, and shall in any event use no less than a reasonable degree of care. “Confidential Information” shall mean all confidential information of a party, whether written or oral, and whether in paper or electronic format, disclosed to a receiving party that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the receiving party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Customer Data and Confidential Information related to either party’s customer lists, customer information, products, technical information, pricing information, pricing methodologies, Supplier-provided information or information regarding the disclosing party’s business planning or business operations shall be deemed Confidential Information without any marking or further designation.

**3.2 Exceptions.** Notwithstanding the above, the receiving party’s nondisclosure obligations shall not apply to information that: (i) was generally available to the public at the time it was disclosed or becomes generally available to the public through no fault of the receiving party; (ii) was known to the receiving party at the time of disclosure as shown by written records in existence at the time of disclosure; (iii) was developed independently by the receiving party prior to the disclosure, as shown by written records in existence prior to the disclosure; (iv) is disclosed with the prior written approval of the disclosing party; (v) becomes known to the receiving party from a source other than the disclosing party without breach of this agreement by the receiving party and in a manner which is otherwise not in violation of the disclosing party’s rights; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body, provided that the receiving party shall provide reasonable advance notice to enable the disclosing party to seek a protective order.

**4. LIMITATIONS OF LIABILITY.** NEITHER PARTY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LIABILITY (INCLUDING REASONABLE ATTORNEYS’ FEES) THAT RESULT FROM OR ARE RELATED TO THE STATEMENT OF WORK OR THE PROFESSIONAL SERVICES, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. IN ANY EVENT, EXCEPT FOR AMOUNTS OWED TO insightsoftware BY CUSTOMER AS SET FORTH IN THE STATEMENT OF WORK, THE AGGREGATE LIABILITY OF EITHER PARTY RELATED TO OR ARISING OUT OF THE STATEMENT OF WORK OR PROFESSIONAL SERVICES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNTS PAYABLE UNDER THE STATEMENT OF WORK.

### 5. GENERAL PROVISIONS.

**5.1 Governing Law.** The Statement of Work shall be governed by and construed in accordance with the laws of the State of North Carolina, without application of North Carolina conflicts of laws principles and without application of the United Nations Convention on the International Sale of Goods.

**5.2 Entire Agreement.** The Statement of Work, these Professional Services Agreement Terms and Conditions and all exhibits attached hereto, constitutes the entire agreement between the parties in connection with the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No modification or amendment to the Statement of Work shall be binding upon the parties except to the extent set forth in writing and signed by duly authorized representatives of insightsoftware and Customer.